



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, August 6, 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: Associate Pastor, Rev. Dr. Sanchita Kisku First Baptist Church of Kalamazoo
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

1. Public hearing to receive comments on an ORDINANCE to create Subarea 9 of the Riverfront Overlay District and apply the Subarea to 45 parcels in the E. Michigan area. (This is correcting an error made in January 2017 when language was omitted from a rezoning action for parcels on the eastside of Downtown Kalamazoo). **(Action: Motion to adopt the ordinance)**
2. Public hearing to receive comments on the creation of a Downtown Kalamazoo Economic Growth Authority and designating the qualified development area. **(No Action)**

F. CONSENT AGENDA

(Action: Motion to approve Items "1-11"; hold Items "12-15" until August 20, 2018; and authorize the City Manager to sign all documents on behalf of the City

1. Approval of a contract with the Peerless-Midwest Company to perform well rehabilitation and associated maintenance on wells 3-2A, 8-3, 11-1, 12-2B, 24-5A, 24-6A, and 24-18A in 2018 in the amount of \$145,300.

2. Approval of a three-year contract for auto parts with Ridge Napa Auto Parts in the amount of \$50,000 per year for a total of \$150,000 for the three year period.
3. Approval of a *Contract for Independent Contractor Services* with Comstock Public Schools authorizing the Department of Public Safety to continue a partnership with Kalamazoo Regional Education Service Agency for the Education for Employment Law Enforcement Program for the 2018-2019 school year.
4. First reading of an ordinance amending Chapter 33- Streets and Other Public Grounds of the Kalamazoo City Code of Ordinances.
5. Adoption of RESOLUTIONS #1, 2, and 3 for the purpose of approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of \$14.322. Adoption of Resolution 3 schedules a public hearing for October 1, 2018.
6. Adoption of a RESOLUTION waiving penalty fees for failure to file A Property Transfer Affidavit.
7. Adoption of a RESOLUTION approving an application for the new Park - Cedar - Burdick - Lovell Neighborhood Enterprise Zone certificate.
8. Adoption of a RESOLUTION granting a Payment in Lieu of Taxes for the Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership at 1101 Portage Street (06-22-434-008), pursuant to Section 35-4 of the Kalamazoo City Code.
9. Adoption of a corrective RESOLUTION accepting a Department of Natural Resources/Michigan Natural Resources Trust Fund Grant for Bronson Park Improvements, and rescinding Resolution No. 18-43.
10. Approval of the Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement.
11. Approval of the dissolution of the historic Economic Opportunity Fund (Fund 288); the re-purposing of this fund as the Business Development Fund; the collapse the fund's residual balances into the new Business Development Fund; and the adoption of proposed guidelines for the Building Development Fund.

12. Adoption of a resolution vacating Heilman Court east of S. Burdick Street. *(Hold until August 20, 2018)*
13. Adoption of a resolution approving the acquisition of one tax-foreclosed property parcel from the Kalamazoo County Treasurer under first right of refusal, in an amount not to exceed \$26,755.85. If acquired, the parcel would subsequently be transferred from the City to the BRA where environmental clean-up activities would occur. *(Hold until August 20, 2018)*
14. Approval of the sale of 1213 John Street to Alfredo and Linda Zuniga for \$120.00. *(Hold until August 20, 2018)*
15. Approval of the sale of the City-owned lot at 1612 Charles Street to Kalamazoo Valley Habitat for Humanity for \$120.00. *(Hold until August 20, 2018)*

G. REGULAR AGENDA

1. Approval of a proposed agreement to provide potable water to the City of Parchment. **(Action: Motion to approve)**

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

1. Closed session to discuss the pending litigation Reidenbach, et al. v City of Kalamazoo. **(Action: Motion to go into closed session)**

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

Persons 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.



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

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

Monday, August 20th and Tuesday, September

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

August 20th

Advisory Boards, Commissions and Committees (next two weeks)

The **Tree Committee** will meet on Tuesday, August 7, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Parks and Recreation Advisory Board** will meet on Tuesday, August 7, 2018 at 5:20 p.m., at Woods Lake Park, located at 2718 Oakland Drive.

The **Traffic Board** will meet on Thursday, August 9, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Community Development Act Advisory Committee** will meet on Thursday, August 9, 2018 at 6:30 p.m., in the Community Room at City Hall.

The **Zoning Board of Appeals** will meet on Thursday, August 9, 2018 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Environmental Concerns Committee** will meet on Wednesday, August 15, 2018 at 4:30 p.m., in the Community Room at City Hall.

The **Economic Development Corporation** will meet on Thursday, August 16, 2018 at 7:30 a.m., in the Community Room at City Hall. The **Brownfield Redevelopment Authority** will meet immediately following.

The **Building Board of Appeals** will meet on Thursday, August 16, 2018 at 2:00 p.m., in the City Commission Chambers at City Hall.

The **Kalamazoo Municipal Golf Association** will meet on Thursday, August 16, 2018 at 5:30 p.m., in the clubhouse at Milham Park Golf Course, located at 4200 Lovers Lane.

The **Downtown Development Authority** will meet on Monday, August 20, 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: Christina Anderson, City Planner

PREPARED BY: Rob Bauckham, Senior Development Planner

DATE: 7/2/2018

SUBJECT: Correcting an error from a January 2017 action that intended to create Subarea 9 of the Riverfront Overlay District and apply it to 45 parcels in the E. Michigan area.

RECOMMENDATION

It is recommended that the City Commission adopt an ordinance to create Subarea 9 of the Riverfront Overlay District and apply the Subarea to 45 parcels in the E. Michigan Area, and schedule a public hearing for August 6, 2018. This action was intended to happen with a rezoning that was approved in January 2017 for areas on the eastside of Downtown Kalamazoo, including 600 East Michigan. Due to an error, certain language was omitted from the January actions. Approving this resolution and setting the public hearing date will rectify this error.

BACKGROUND

At its regular meeting held on January 17, 2017, the City Commission approved an ordinance to rezone 45 parcels located between S. Pitcher Street and Mills Street, and between E. Michigan Avenue and the Portage Creek/King Highway area from Zones M-1 (Manufacturing, Limited District), M-2 (Manufacturing, General District), and CCBD (Commercial, Central Business District) to Zone CMU (Commercial, Mixed-Use District). This area includes 600 East Michigan Avenue and the Foundry project.

At that time a new Riverfront Overlay Subarea (Subarea 9) was also created and was intended to be applied to the same 45 parcels; however, the rezoning ordinance that was approved in January 2017 omitted reference to Subarea 9 and therefore was not applied. This action rescinds that ordinance and offers a revised ordinance that adds the Subarea 9 reference.

The Riverfront Overlay District provides additional design and scope guidelines for new development in eight separate subareas that are located north of E. Michigan Avenue and close to the Kalamazoo River. Subarea 9 would be intended for the 45-parcel area. It would promote mixed-uses. New buildings would need to be at least 20 feet in height, constructed close to the front property lines, and have parking at the rear or side of the building. They would need to incorporate attractive facades containing durable materials and window space, and include front entrances on the street-facing side. A primary goal of the Subarea would be to encourage a pedestrian-friendly environment.

POLICY CONSIDERATIONS

The rezoning and Subarea 9 application is supported by the future land use plan of the 2025 Master Plan. The future land use categories for the parcels include Commercial, Urban Edge, and Open Space/Parks. Mayors' Riverfont Park is included in the request and is in the Open Space/Parks category. The reason it was included in the rezoning was to support a proposal to create new housing opportunities in a portion of the redeveloped spectator seating area for the football/soccer field. Such housing would not be allowed in the current industrial zoning of the Park. The request also meets the Economic Vitality goal of the Plan pertaining to removing barriers to development, encouraging investment and support for downtown, and attracting new development.

COMMUNITY RESOURCES CONSULTED

The Planning staff invited all affected property owners and occupants in the rezoning area to a meeting to present the request and to answer questions. The Planning Commission held a public hearing on the request on December 1, 2016, and voted unanimously to recommend to the City Commission to approved the rezoning. The City Commission held a public hearing on the request on January 17, 2017, and approved it unanimously.

A public hearing will be held by the City Commission to rescind the original ordinance and to adopt a new ordinance that includes creation of Subarea 9 and the application of it to the 45 parcels. Notices of the public hearing will be mailed to all affected property owners and occupants in the rezoning area, plus all property owners and occupants located with 300 feet. A notice of the public hearing will also be placed in the newspaper.

FISCAL IMPACT

No immediate fiscal impact is anticipated from the approval of the new Subarea 9 and application to the 45 parcels. The new zone and Subarea will make the area more attractive for new mixed-use development along with new housing opportunities. At least a portion of the new development will be privately owned, which will add to the City tax rolls.

ALTERNATIVES

The City Commission has the option of not approving the request to create the new Subarea 9 and apply it to the 45 parcels. The parcels have already been rezoned to the CMU zone. Subarea 9 will provide specific design guidelines for new projects that will ensure high quality development is provided in keeping with the standards of the current downtown area. It is recommended that the City Commission approve the request.

ATTACHMENTS:

Type	Description
□ Ordinances	Rezoning Ordinance
□ Map –	
□ Proposed Zoning	New zoning map for area
□ Aerial Photo	Aerial photo
□ Background Material	Subarea 9 regulations
□ Minutes	Meeting minutes

CITY OF KALAMAZOO, MICHIGAN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND § 3.7. RIVERFRONT OVERLAY, AND §1.8.A. ZONE DISTRICT
MAP OF THE ZONING ORDINANCE, BEING APPENDIX A OF THE KALAMAZOO CODE TO
CREATE RIVERFRONT OVERLAY SUBAREA 9**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. §3.7.B. is amended to add the following text:

“9. Subarea 9 (South Mixed-Use)
Subarea 9 is a highly visible location with excellent transportation access, and is intended for redevelopment with a mix of office, restaurant, retail, multiple-family, attached housing, and mixed uses.”

Section 2. §3.7.C., Table 3.7-1 is amended to add Subarea 9 and provide that all permitted and special uses listed for Subarea 8 shall apply to Subarea 9 and that Food Sales (grocery stores), Attached Dwelling and Cluster Housing Development, Hotel/Motel, and Bed & Breakfast uses shall be allowed as Permitted (P) Uses in Subarea 9.

Section 3. §3.7.D. is amended to add the following text and Figure 1:

- “9. Subarea 9 (South Mixed-Use)
- a) Mixed-use buildings are encouraged with first floors containing office and retail uses, and upper floors containing residential uses.
 - b) Buildings shall be constructed close to the street frontages with parking at the rear or side. No parking in the front of the building is allowed.
 - c) Buildings shall be a minimum of twenty feet in height, and shall be no more than two stories taller than adjacent buildings.
 - d) Sidewalks shall be provided on all properties and bike lanes shall be included in the street areas whenever possible.
 - e) Whenever possible, building and site design shall take advantage of the Portage Creek by including balconies that face the Creek, porches, sitting areas, and outdoor customer areas for business uses.
 - f) The street network in Subarea 9 shall have a high degree of connectivity and shall offer multiple circulation routes within the district and to adjacent areas.
 - g) Residential uses shall require that at least five (6) dwelling units be developed in each phase. Residential units may include live/work units and attached units. All residential units shall be 2 to 4 stories in height. Residential units with more than four (4) stories shall not be located closer than three hundred (300) feet from the Kalamazoo River.
 - h) Drive thru designs will not impact the walkability of the area and will be

located to the rear or side of the building. A primary entry from the frontage street must be maintained for pedestrian access. Primary building face shall be located along street frontage. Front yard may only contain café style seating, landscaping, and pedestrian infrastructure. (see Fig.1)

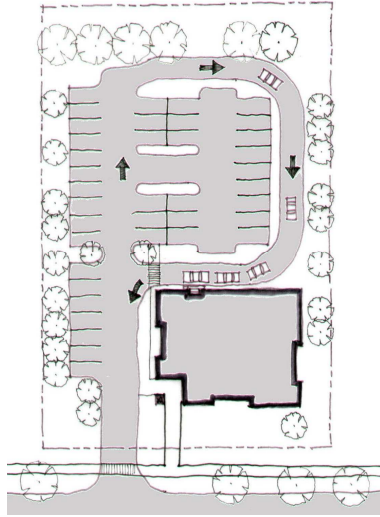


Fig. 1”

Section 4. §3.7.E.6., Table RF-O.1 Riverfront Overlay District Dimensional Standards is amended to add Subarea 9 and provide that the dimensional standards for Subarea 9 are identical to those for Subarea 7.

Section 5. Under Section 1.8.E. the Zone District Map described in Section 1.8.A. is amended as follows:

The land area and parcels described below shall constitute Subarea 9 of the Riverfront Overlay District.

The area of land is located in Sections 14 and 15 of the City of Kalamazoo, County of Kalamazoo, State of Michigan, the boundaries of which are more fully described, under Section 1.8.C., as follows:

Beginning at the southeast corner of South Pitcher Street and the north side of Portage Creek; thence northwesterly along the east side of S. Pitcher Street to East Michigan Avenue; thence northeasterly along the south side of E. Michigan Avenue to Mills Street; thence easterly and southerly along the west side of Mills Street to Gibson Street; thence westerly along the north side of Gibson Street to King Highway; thence northwesterly along the east side of King Highway to Parkway Street; thence southwesterly along the north side of Parkway Street to the southeast corner of 112 Parkway Street; thence westerly along the south side of 112 Parkway Street to the east side of 140 Parkway Street; thence southerly along the east side of 140 Parkway Street to the Portage Creek; thence westerly following along the north side of Portage Creek to the place of beginning.

The addressees of the parcels to be added to Subarea 9 of the Riverfront Overlay District are as follows:

357 S. Pitcher Street	600 E. Michigan Avenue	14 Mills Street
341 S. Pitcher Street	616 E. Michigan Avenue	20 Mills Street
329 S. Pitcher Street	618 E. Michigan Avenue	50 Mills Street

402 E. Michigan Ave.	578 E. Michigan Avenue	74 Mills Street
720 E. Michigan Avenue	418 E. Michigan Avenue	2 Mills Street
420 E. Michigan Avenue	822 E. Michigan Avenue	1041 King Highway
906 E. Michigan Avenue	500 E. Michigan Avenue	910 O'Neil Street
504 E. Michigan Avenue	922 E. Michigan Avenue	930 O'Neil Street
530 E. Michigan Avenue	426 E. Michigan AvenueM-2	1002 O'Neil Street
910 E. Michigan Avenue	107 Parkway Street	30 Rochester Avenue
536 E. Michigan Avenue	108 Parkway Street	100 Rochester Avenue
538 E. Michigan Avenue	112 Parkway Street	155 Rochester Avenue
540 E. Michigan Avenue	140 Parkway Street	298 King Highway
544 E. Michigan Avenue	350 Blaine Avenue	

A map identifying the land area of Subarea 9 is also attached.

Section 6. Repealer. All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 7. 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 8. 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

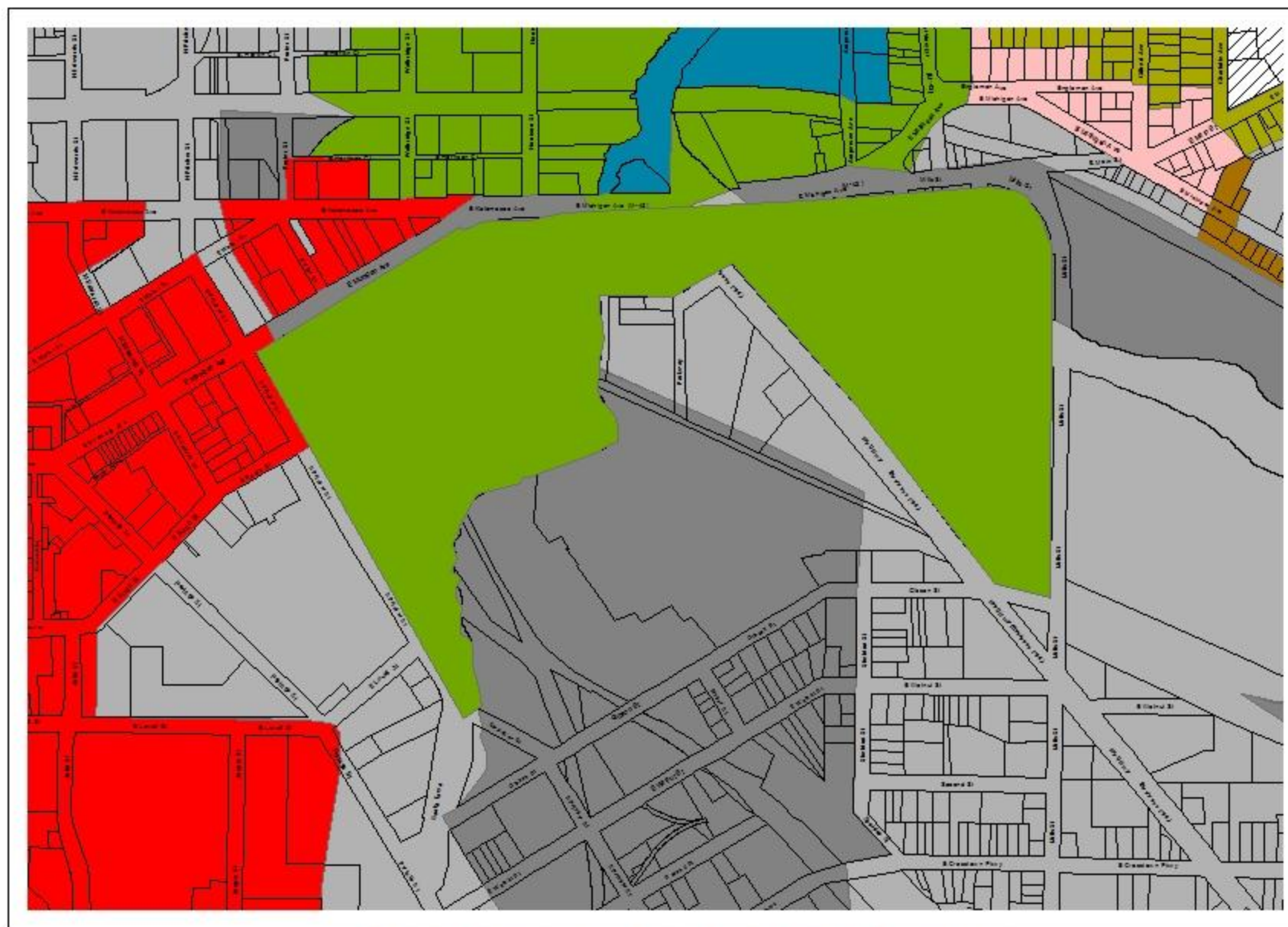
The foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 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

PC #2016.12 - Rezone all parcels located between S. Pitcher St. and Mills St., and between E. Michigan Ave. and the Portage Creek/King Highway Area from Zone M-1 (Manufacturing, Limited District), Zone M-2 (Manufacturing, General District), and Zone CCBD (Commercial, Community Business District) to Zone CMU (Commercial, Mixed-Use District).
Add the new Subarea 9 of the Riverfront Overlay District to the parcels.

PROPOSED ZONING



- CBTR
- CC
- CCBD
- CMU
- CN-1
- CO
- M-1
- M-2
- PUD
- RD-19
- RM-15
- RM-15C
- RM-36
- RMU
- RS-5
- RS-7

REZONE PARCELS FROM ZONE M-1, ZONE M-2,
AND ZONE CCBD TO ZONE CMU.
ALSO APPLY SUBAREA 9 OF THE RIVERFRONT OVERLAY DISTRICT.

0 185 370 740 Feet

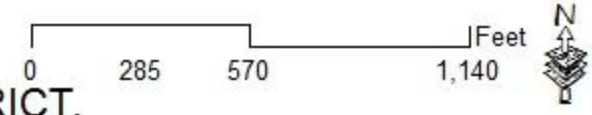


PC #2016.12 - Rezone all parcels located between S. Pitcher St. and Mills St., and between E. Michigan Ave. and the Portage Creek/King Highway Area from Zone M-1 (Manufacturing, Limited District), Zone M-2 (Manufacturing, General District), and Zone CCBD (Commercial, Community Business District) to Zone CMU (Commercial, Mixed-Use District).
Add the new Subarea 9 of the Riverfront Overlay District to the parcels.



REZONE PARCELS FROM ZONE M-1, ZONE M-2,
AND ZONE CCBD TO ZONE CMU.

ALSO APPLY SUBAREA 9 OF THE RIVERFRONT OVERLAY DISTRICT.



Riverfront Overlay Zoning District – Proposed Subarea 9

It is proposed that the Riverfront Overlay Zoning District be expanded to include Subarea 9 (South Mixed-Use) with the following description and uses:

B. Subareas and Intended Character

9. Subarea 9 (South Mixed-Use)

Subarea 9 is a highly visible location with excellent transportation access, and is intended for redevelopment with a mix of office, restaurant, retail, multiple-family, attached housing, and mixed uses.

C. Permitted Uses

All permitted and special uses listed for Subarea 8 shall apply to Subarea 9. In addition, grocery stores, attached and cluster housing, hotel and bed & breakfast uses shall be allowed.

D. Subarea-Specific Use Regulations

9. Subarea 9 (South Mixed-Use)

- a) Mixed-use buildings are encouraged with first floors containing office and retail uses, and upper floors containing residential uses.
- b) Buildings shall be constructed close to the street frontages with parking at the rear or side. No parking in the front of the building is allowed.
- c) Buildings shall be a minimum of twenty feet in height, and shall be no more than two stories taller than adjacent buildings.
- d) Sidewalks shall be provided on all properties and bike lanes shall be included in the street areas whenever possible.
- e) Whenever possible, building and site design shall take advantage of the Portage Creek by including balconies that face the Creek, porches, sitting areas, and outdoor customer areas for business uses.
- f) The street network in Subarea 9 shall have a high degree of connectivity and shall offer multiple circulation routes within the district and to adjacent areas.
- g) Residential uses shall require that at least five (6) dwelling units be developed in each phase. Residential units may include live/work units and attached units. All residential units shall be 2 to 4 stories in height. Residential units with more than four (4) stories shall not be located closer than three hundred (300) feet from the Kalamazoo River.
- h) Drive thru designs will not impact the walkability of the area and will be located to the rear or side of the building. A primary entry from the

frontage street must be maintained for pedestrian access. Primary building face shall be located along street frontage. Front yard may only contain café style seating, landscaping, and pedestrian infrastructure. (see Fig.1)

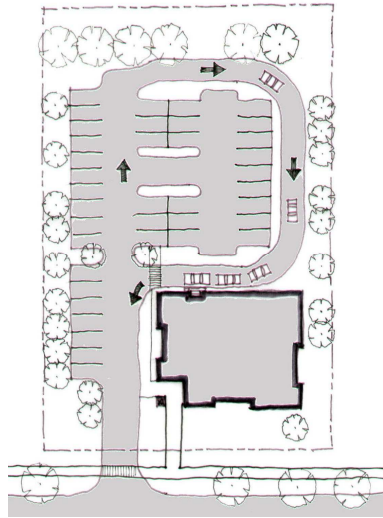


Fig. 1

E. Development and Design Standards

6. Dimensional Standards

The dimensional standards for Subarea 9 shall duplicate those from Subarea 7.

City of Kalamazoo
PLANNING COMMISSION
Minutes
December 1, 2016
DRAFT

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

Members Present: Rachel Hughes-Nilsson, Chair; Charley Coss, Vice-Chair; Josh Cook; Geoffrey Cripe, Tracy Hall, Gregory Milliken, Derek Wissner, Emily Greenman Wright

Members Excused: None

City Staff: Rebekah Kik, City Planner; Rob Bauckham, Senior Development Planner; Amanda Coeur, Recording Secretary; John Kneas, Assistant City Attorney

Guests: None

A. CALL TO ORDER

Commissioner Hughes-Nilsson called the meeting to order at 7:32 p.m.

B. ROLL CALL

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

C. ADOPTION OF FORMAL AGENDA

Commissioner Cook, supported by Commissioner Milliken, moved approval of the December 1, 2016 Planning Commission agenda as presented. With a voice vote, the motion carried unanimously.

D. APPROVAL OF MINUTES

Commissioner Greenman Wright, supported by Commissioner Milliken, moved approval of the November 3, 2016 Planning Commission minutes as presented. With a voice vote, the motion carried unanimously.

E. COMMUNICATIONS AND ANNOUNCEMENTS

None

F. PUBLIC HEARINGS

P.C. #2016.12: Continuation of the public hearing on the request from the Community Planning & Development Department to rezone 45 parcels located between S. Pitcher Street and Mills Street, and between E. Michigan Avenue and the Portage Creek/King Highway area from Zone M-1 (Manufacturing, Limited District), Zone M-2 (Manufacturing, General District), and Zone CCBD (Commercial, Central Business District) to Zone CMU (Commercial, Mixed-Use District) and amend the Riverfront Overlay Zoning District to include the new Subarea 9 and apply it to the

parcels. [Recommendation: motion to recommend to the City Commission to approve the rezoning and amendment request.]

Planner Bauckham presented the staff report. Consideration of this request is being continued from the October 6th Planning Commission Meeting. The request is to rezone 45 separate parcels located between S. Pitcher and Mills Street, and between E. Michigan Avenue and the Portage Creek/King Highway area from Zone M-1 (Manufacturing, Limited District), Zone M-2 (Manufacturing, General District), and Zone CCBD (Commercial, Central Business District) to Zone CMU (Commercial, Mixed-Use District), and amend the Riverfront Overlay District with the new Subarea 9 and apply it to the subject parcels. This request has been modified to address concerns raised at the October Planning Commission meeting. City staff spoke with three of the property owners to discuss their request for their sites to remain industrially zoned, and a request to add drive-through facilities as a permitted use. Following the discussions, staff decided to amend the request by removing eighteen of the southern parcels from the target rezoning area. If these partials change or become available in the future, staff will re-visit the issue of including them in the new zone and Subarea. Drive-through facilities were also added as a permitted use with certain limitations. The property owners were informed of this decision prior to the meeting and they expressed support for it.

Planner Bauckham spoke about how the downtown core area is expanding and developing. He also explained that the Riverfront District was created by the City in 2006, and it includes eight different subareas to allow for different types of uses. Most of the parcels included in this rezoning request are currently industrially zoned, and new residential uses are not permitted. With downtown expanding, the area is being targeted for new development that will likely include mixed uses and stand-alone residential facilities. The proposed rezoning and subarea application will allow such development without the need for use variances.

Under the proposed zone, new buildings would need to be built near the street frontages and include attractive facades containing durable materials and window space. Front entrances would need to face the streets with parking to the side and rear of the building. A goal of the new subarea would be to encourage a pedestrian-friendly environment. Subarea 9 would allow the same permitted uses as Subarea 7, plus grocery stores, attached and cluster housing, and hotels.

The public hearing was opened. Mr. Larry Bell spoke regarding concerns about his property that sits along the Portage Creek. He questioned if he could have the building face the creek with a parking lot next to the road. Mr. Greg Aolvanigian spoke thanking staff for removing his business, Arvco Container, from the rezoning request. He is in support of this rezoning if it does not include his property. Ms. Tobi Hanna-Davies expressed her support for the City in creating more pedestrian oriented usage close to downtown. She applauded the City for creating a vibrant city scape. She does encourage the use of inclusionary housing for new projects in the target area. She states that many people cannot afford market rate housing costs, and the need for low to moderate income housing is significant in Kalamazoo.

Ms. Kik answered the citizens' questions. In regard to Mr. Bell's question, if he were to develop his property the building could face Portage Creek with the parking lot toward King Highway. This would help to maximize the appeal of the creek. Ms. Kik shared that the State of Michigan does not require inclusionary housing in municipal zoning regulations. Tax breaks and other incentives to promote

inclusionary housing are provided through the City of Kalamazoo and quality, affordable rental housing is a priority.

Commissioner Milliken spoke about how the Planning Commission needs to be vigilant with the Master Planning process in order to assure the vision for this area is obtained.

Commissioner Milliken, supported by Commissioner Wissner, moved to recommend to the City Commission to approve the rezoning request as presented, as well as the amendment to the overlay zoning district to include Subarea 9 and apply it to the subject parcels. With a roll call vote, the motion carried unanimously.

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

None

H. UNFINISHED BUSINESS

Planner Kik offered an Imagine Kalamazoo project update. The next phase of Imagine Kalamazoo is Design It! There are many neighborhood meetings scheduled, which will start on December 7th at Winchell Elementary for the Oakwood, Oakland Drive-Winchell, Hill N'Brook and Parkview Hills Neighborhoods. At these meetings residents will have the ability to focus solely on planning for their neighborhoods. There will be a series of activities to be completed during these open house style meetings, such as identifying the sidewalk and crosswalk improvements that are needed near the neighborhood centers and schools. Also, participants will be able to provide input regarding the need for bike lanes and routes, and parks within their neighborhoods.

Dates and times for all neighborhood meetings are on imaginekalamazoo.com. The meetings will run through February 2017.

I. NEW BUSINESS

Mr. Tom Skrobola, City of Kalamazoo CFO, presented the Capital Improvement Plan (CIP) for 2017. Some of the highlights of the activities proposed in the plan are as follows:

- Bronson Park Design Improvements
- Buildout of the fiberoptic network through Information Technology. Create a ring network that would be owned by the City of Kalamazoo
- Replace the communication tower at the Crosstown Dispatch Center
- Public Safety Records Database upgrade
- Replacing two outdated fire engines
- City Hall roof replacement and basement concrete repair work
- Portage Creek Trailway - Phase 2
- Bonding for a new street paver and tract skid equipment
- New portable hoist and standstill hoist for Public Services

Commissioner Coss asked Mr. Skrobola where the windfall of available funds from the consolidated dispatch project would be allocated. He questioned if the funds would be put towards the records

database upgrades. Mr. Skrobola stated that Public Safety is looking at a plan regarding critical staffing levels, and these funds may be targeted for that purpose.

Commissioner Cook asked about the snow melt system equipment and repairs, and if the costs associated were in relation to advancements of the system. Mr. Skrobola answered that these costs were not for an extension of the system. Any expansion of the snow melt system would have to be paid for solely by the benefactors of the system. The expenses associated with the CIP are for portions of the existing underground equipment that need to be repaired or replaced.

Commissioner Wissner asked to have more clarification on the layout of the CIP, and additional information about the Streets, Water and Wastewater funds. Mr. Skrobola explained that street projects are funded through the streets fund. Public Services is working to coordinate the completion of street, water and wastewater projects concurrently. There is about \$1.5-\$2 million this is spent annually on wastewater and water projects. The Public Services director is also talking to surrounding townships who benefit from these services to participate in the capital reinvestment requirement to maintain the system.

Commissioner Coss asked what the city was doing in regard to the influx of water main breaks. Mr. Skrobola explained that Mr. Baker, Public Services Director, has been attempting to identify where breaks could happen in the current system in the near future to be better prepared for failures. It is not feasible to replace all of the lead services in the system all at once as it would likely take 5-10 years to do so with a crew solely focused on that issue.

Commissioner Cripe asked if street tree replacement was part of the CIP. Mr. Skrobola shared that this is a routine maintenance cost for the city and funding for such activity is being doubled for the upcoming year.

Commissioner Cripe, supported by Commissioner Coss, moved to recommend to the City Commission the approval of the Capital Improvement Plan for 2017. With a roll call vote, the motion carried unanimously.

J. CITIZENS' COMMENTS

None

K. CITY PLANNER'S REPORT

Planner Bauckham reported there are currently 52 site plan projects for the year and counting. Five other cases are currently on Planner Bauckham's desk waiting for needed information. With these cases and others anticipated to come in by the end of the year, there should be around 60 site plan projects for 2016.

Highlights of the site plan projects are as follows:

- RDR Properties is changing the use of a building on Kalamazoo Avenue to office/retail space
- A new, attached-unit apartment complex is planned on Sutherland Avenue
- The YMCA is building an addition to its facility at 1001 West Maple Street
- The Spirit Shoppe on West KL Avenue is building a new building on their site to be connected to the current building
- KPEP is well underway with the construction of their new coffee shop on S. Park Street - they hope to open in the spring

- The renovation of the former foundary building at 600 E. Michigan Avenue for offices is well underway
- The new Chemical Bank project on Parkview Avenue is well underway
- The new office building and headquarters for Rx Optical is well underway on S. Park Street
- The new building for the Family Health Center on East Alcott Street is well underway

Planner Bauckham also mentioned that work continues with the consultant regarding the review of the site plan review program. The project checklists have been distributed to the departments that are involved with the site plan program for review for possible changes. Developers in the area have also been interviewed regarding their experiences with the city process. Overall, the feedback was positive. A few suggestions were provided and they are being evaluated.

The new Marketing Strategy for the city is coming along well. A draft will hopefully be available at the end of December.

Staff has been trying to contact potential candidates to fill the vacant positions on the Planning Commission. One individual was recently provided with an application, and staff is waiting for it to be returned. At the end of March there will be at least one more vacancy on the Commission. Planner Bauckham encouraged the Commission to help recruit new candidates.

Commissioner Hughes-Nilsson asked Planner Bauckham if staff had talked to any engineers or architects to receive their feedback on the site plan process. Planner Bauckham said they haven't yet, but it is something staff can definitely do.

Planner Kik thanked Tracy Hall for her service on the Planning Commission, and congratulated her on her new position as a Kalamazoo County Commissioner.

L. MISCELLANEOUS COMMENTS BY PLANNING COMMISSIONERS

Commissioner Greenman-Wright asked about all of the new bank and credit union buildings being constructed within Kalamazoo. Planner Kik stated that she had heard some of the new buildings are small with minimal staff, and they are primarily being used as advertising for these institutions.

Commissioner Cook praised Planner Bauckham on the work being done on the site plan review process. He shared his experience with the process, and stated there was some disconnect between the site plan review process and building trade review process. He feels this is where the system is most lacking and would like to talk about this process at a future meeting.

M. ADJOURNMENT

The meeting adjourned at 8:37 p.m.



Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 7/31/2018

SUBJECT: Public Hearing for a Downtown Kalamazoo Economic Growth Authority

RECOMMENDATION

It is recommended the City Commission hold a public hearing to receive comments on the creation of a Downtown Kalamazoo Economic Growth Authority (DKEGA) and designating the qualified development area. A resolution granting final approval for the DKEGA will be brought to the City Commission at a future date.

BACKGROUND

On July 2, 2018 the City Commission adopted a Resolution of Intent to create the DKEGA. The resolution set a public hearing for August 6, 2018. Notice of this hearing has been published twice in the Kalamazoo Gazette, sent to all taxpayers via first class mail, and posted in 20 locations within the proposed development area. Attached are a map of the proposed development area and a document with frequently asked questions.

ATTACHMENTS:

Type	Description
□ Map	Proposed Development Area
□ Background Material	FAQ Document

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

**Kalamazoo Downtown Economic Growth Authority
(DEGA)**

FREQUENTLY ASKED QUESTIONS

QUICK FACTS

What is being proposed?

In partnership with the City of Kalamazoo, Downtown Kalamazoo Incorporated (DKI) is proposing the creation of a Downtown Economic Growth Authority (DEGA) in order to continue to be able to make strategic investments in downtown infrastructure and support further development and inclusive growth in Downtown. The creation of the new authority must be approved by the Kalamazoo City Commission.

The creation of the Downtown Economic Growth Authority accomplishes three important actions for Downtown Kalamazoo:

- 1) Replaces and resets the existing Downtown Development Authority (DDA) Tax Increment Financing (TIF) funding model to enable key investments to be made in downtown infrastructure again.
- 2) Implements strategic boundary modifications to direct investments to key areas just outside the existing DDA boundary and remove properties that may have a negative impact on the ability of the new authority to collect TIF dollars.
- 3) Opens the ability to leverage State dollars for local investment.

Why is the new authority needed?

The current DDA TIF funding model is based on the downtown landscape of the 1980s. The Upjohn Company had multiple buildings with hundreds of employees; Gilmore's Department Store and Jacobson's were anchors on the pedestrian mall. Over time, changes to the downtown employment and real estate market have transformed our downtown into the home of world-class breweries and entrepreneurial start-ups that has made it difficult to keep up with the demand for people wanting to live in our new urban environment. The current funding model no longer meets the needs of today's downtown. Despite the growth occurring in the central business district, the outdated funding model has resulted in ZERO tax increment financing dollars in 2018 for the first time in 30 years.

The new Downtown Economic Growth Authority is an innovative update to the DDA TIF funding model, with an ability to leverage additional state matching dollars for investments in downtown. The new authority will reset the funding base according to today's downtown landscape, allowing for continued investment in locally determined economic development priorities that will keep the positive momentum growing.

What does this mean for my taxes?

Taxpayers will see no change in their taxes. In fact, because of the City's decision to reduce property taxes by more than 35% in 2017, most taxpayers will continue to pay lower taxes than they did in 2016.

The updated TIF model does not institute a new tax, but will dedicate incremental growth in taxes paid within the central business district to reinvest in core district needs.

How will this positively impact the community?

This updated funding model positions downtown Kalamazoo for the shared prosperity vision in our city, outlined by the City's [Imagine Kalamazoo](#) Master Plan and the Upjohn Institute's [Urban Growth Initiative](#) report. The Downtown Economic Growth Authority will make strategic investments in downtown infrastructure to support further development and create an environment where people want to shop, work and play, and address specific needs expressed by the community.

ADDITIONAL BACKGROUND

About DKI

Downtown Kalamazoo Incorporated (DKI) is a nonprofit organization that works with both the public and private sectors to preserve and enhance the economic health of Kalamazoo's downtown area and, in turn, the Kalamazoo community.

DKI was created in 1989 by the City and local partners to serve as the coordinating entity for Downtown development. DKI provides the City of Kalamazoo professional staff, management, oversight, support, and leadership to the existing Downtown Development Authority (DDA), as well as Downtown Tomorrow Incorporated (DTI), a nonprofit organization focused on downtown revitalization. As part of this partnership, DKI manages a full range of responsibilities that include:

- Placemaking
- Business Recruitment and Retention
- Development & Project Coordination
- Planning
- Events & Marketing
- Building & Façade Grants
- Maintenance & Sanitation
- Parking Management

These priorities are designed to establish Downtown Kalamazoo as an accessible, diverse, green, progressive and vibrant urban center.

The City of Kalamazoo and Downtown Kalamazoo Incorporated (DKI) are jointly proposing the creation of a Downtown Economic Growth Authority (DEGA) in order to continue to be able to make strategic investments in downtown infrastructure and support further development and inclusive growth in Downtown.

- **What is a Downtown Economic Growth Authority?**

Downtown authorities are designed to be catalysts in the development of a community's downtown district and assist with funding improvements along commercial corridors. Downtown authorities can be established by any city, village or township, and are defined by a geographic boundary around the central business district and/or commercial corridors downtown.

Once established, the authority creates a development plan, mapping out specific investments and improvements to be made within its boundaries, along with a tax increment financing (TIF) plan identifying funding mechanisms.

The new Downtown Economic Growth Authority will be established under the Corridor Improvement Authority Act and will work in partnership with the existing Downtown Development Authority (DDA). On behalf of the City of Kalamazoo, Downtown Kalamazoo Incorporated will manage activities, downtown development efforts and administration of the new authority in close coordination with the existing DDA.

- **What is "TIF"? How does it work?**

"TIF" stands for *tax increment financing*. TIF is a market-driven financing mechanism that captures the value of improved property within a specified geographic boundary to pay for the cost of community improvements within that boundary. The Michigan Legislature established TIF to empower communities with the flexibility to invest in locally determined economic development priorities. The tool is most commonly used to support private investment and development, clean up blighted property, catalyze revitalization efforts and elevate quality of life.

The TIF model does not institute a new tax, but rather, dedicates incremental growth in taxes paid within the central business district to reinvest in core district needs. Decisions about how TIF dollars are allocated are informed by community input and implemented by a board of representatives of the community.

- **Where will the new authority capture TIF dollars?**

Employing tax increment financing, the new authority will capture values within a specified boundary Downtown. The boundaries of the new authority are consistent with those of the central business district and the existing DDA, with minor changes based on changes in the downtown landscape since the 1980s.

The changes in boundary will enable the Downtown Economic Growth Authority to make investments along key corridors identified in the Imagine Kalamazoo Master Plan. These revisions will improve connections between downtown and surrounding neighborhoods. This is consistent with feedback received through Imagine Kalamazoo and aligns with the City's goal to create a more connected City.

- **Will the community have an opportunity to give input in the kinds of improvements that are funded?**

Absolutely, and we encourage it! The new Downtown Economic Growth Authority, the existing DDA, and DKI all welcome community input, participation and feedback.

Like the DDA, board meetings of the Downtown Economic Growth Authority will be open to the public and the new authority will be required to publish monthly financial reports. Above and beyond basic requirements of the authority, the proposal to create a Downtown Economic Growth Authority is part of a broader organizational restructuring of Downtown Kalamazoo Incorporated. DKI plans to create four community-led coalitions focused on:

- 1) People
- 2) Place
- 3) Experience
- 4) Growth

We invite Downtown community members who have interest in getting involved further with Downtown activities to reach out to us directly and we can help you get connected. Community members can reach us at dkl@dkl.org or 269-344-0795.

- **Who will oversee the new authority?**

The Downtown Economic Growth Authority will be governed by a board of directors, appointed by the Mayor and approved by the City Commission. At least one of those directors must be a resident of the district. Board meetings will be open to the public and the new authority will be required to publish monthly financial reports.

Downtown Kalamazoo Incorporated will manage activities, downtown development efforts and administration of the new authority in close coordination with the existing DDA.

- **How is this authority different from the DDA?**

The Downtown Economic Growth Authority is a continuation of the DDA TIF funding model, with an ability to leverage additional state dollars for investments in downtown. The new authority will realign the funding model for future investments in locally determined economic development priorities.

- **What will happen to the existing DDA?**

The DDA will work in partnership with the new Downtown Economic Growth Authority, coordinating strategic investments in Downtown. The DDA TIF district will be dissolved, but the DDA will continue its current responsibilities, which include management of the City's Downtown parking system and oversight of investments through an existing levy Downtown.



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: John P. Paquin, Water Resources Division Manager

DATE: 7/10/2018

SUBJECT: Contract for Well Rehabilitation for 2018 with Peerless-Midwest

RECOMMENDATION

It is recommended that City Commission approve a contract with the Peerless-Midwest Company to perform well rehabilitation and associated maintenance on 3-2A, 8-3, 11-1, 12-2B, 24-5A, 24-6A, and 24-18A in 2018 in the amount of \$145,300.

BACKGROUND

In 2015, the City Commission pre-approved two-year contracts with four drilling companies identified by staff as being qualified to perform hydrogeological services for the City of Kalamazoo for work on an as-needed-basis (Bid Reference #906-48-024/TJ). These companies are Peerless-Midwest Company, the Ohio Drilling Company, Layne Christensen Company, and Northern Pump and Well Company. We are in the last one-year contract extension period.

The revised five-year well maintenance and replacement plan proposes maximum use of internal crews and significant contractual services. For 2018, the plan designates 14 contractual well rehabilitations. City crews are assigned to rehabilitate 9 other wells using a passive in-house auto-surgling method. Based on firm expertise, past results, proposed rehabilitation methods, well characteristics, and the attached proposal, the Peerless-Midwest Company was selected to perform nine of the 14 contractual well rehabilitations. Two additional wells (1-1 and 1-6) are currently being rehabilitated by Peerless-Midwest under a separate Purchase Order.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds were budgeted for this work and are available in the 2018 Water O & M Budget.

ALTERNATIVES

Alternatives would be to not have the well rehabilitation/repairs performed or to delay the work. Staff does not recommend these alternatives because the longer the time interval is between well cleanings and repairs, the less responsive a well is to being rehabilitated and consequently, the sooner a well will have to be replaced at a much higher cost.



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: Gary Doorlag, City Fleet Manager

DATE: 7/25/2018

SUBJECT: Three year Contract for Automotive Parts Bid Ref# 060-42-016.0

RECOMMENDATION

It is recommended that the City Commission approve a three year contract for auto parts with Ridge Napa Auto Parts in the amount of \$50,000 per year for a total of \$150,000 for the three year period.

BACKGROUND

The Public Services Fleet Division uses the supplied parts to repair and maintain City vehicles and equipment.

In July of 2018 the Purchasing Division solicited formal bids for the purchase of automotive parts. Ridge NAPA was the low responsive bidder and met all the bid specs. For the past ten years Ridge NAPA has supplied quality parts and has been responsive to our needs.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds have been allocated in the Fleet budget.

ALTERNATIVES

The City could choose not to award this contract and purchase automotive parts on an as needed basis using purchasing cards. However, this alternative is not recommended as repairs and maintenance would not be completed in a timely manner.

ATTACHMENTS:

Type	Description
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- ▣ Aerial Bid Results Summary
Photo

BID RESULTS SUMMARY

PROJECT: Three Year Term-Contract for Auto Parts

DATE: July 25, 2018

BIDDERS SOLICITED: 22

BIDDERS RESPONDED: 2

MBE/WBE BIDS SOLICITED: 3

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 060-42-016.0

MBE/WBE AWARDED: No

ISSUE DATE: June 20, 2018

BID OPENING: July 12, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Rowerdink, Inc.*	\$18,114.10	Grand Rapids, MI
Ridge NAPA Auto Parts	\$50,118.39	Kalamazoo, MI

*Did not bid all items

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: Karianne F. Thomas, Public Safety Chief

PREPARED BY: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

DATE: 7/23/2018

SUBJECT: 2018-2019 Public Safety Contract with Comstock Public Schools for the Law Enforcement Education for Employment Program

RECOMMENDATION

It is recommended that the City Commission authorize Public Safety to continue a partnership with Kalamazoo Regional Education Service Agency (KRESA) for the Education for Employment (EFE) Law Enforcement Program for the 2018-2019 school year and to authorize the City Manager to sign the Contract for Independent Contractor Services with Comstock Public Schools to operate the KRESA EFE Law Enforcement Program.

BACKGROUND

Since 1991, area high school students have had the opportunity to enroll in the High School Education for Employment Law Enforcement Program. Beginning in 2006, Public Safety partnered with KRESA to provide instruction for this course. Public Safety engages local high school youth in an educational setting, provides classroom instruction, guidance and mentoring for those interested in public safety as a profession.

In addition to Kalamazoo Public Schools, eight other school districts participate in the KRESA EFE Law Enforcement Program. This partnership helps to prepare students to take advantage of the Kalamazoo Promise and help all participants to develop skills necessary for entrance into institutes of higher education and later into public service. Students benefit from daily interaction with Public safety Officers in a setting that provides training and serves as a foundation for future recruiting initiatives.

If the contract with Comstock Public Schools is approved, the City of Kalamazoo, through Public Safety will operate the EFE Law Enforcement Program for the 2018-2019 school year for both year 1 and year 2 participants utilizing a Public Safety Officer. The EFE Law Enforcement Program will be conducted at the Comstock Education Services Center. Student reporting and record keeping requirements (attendance, progress reports, grades and discipline) will be handled by the EFE Officer.

POLICY CONSIDERATIONS

None

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Under the proposed contract, Comstock Public Schools will reimburse the City of Kalamazoo \$69,500 for officer/instructor support.

The salary/benefit package for the officer filling this position is equivalent to the funding provided by Comstock Public Schools for the school year. The remaining funding for the officer assigned to the EFE Program is accounted for in the Public Safety general fund budget.

ALTERNATIVES

None

ATTACHMENTS:

Type	Description
▣ Contract	2018-2019 Public Safety Contract with Comstock Public Schools for the Law Enforcement Education for Employment Program

2018-
2019

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the Comstock Public School District (hereinafter referred to as “CPS”), desires to use the services of the City of Kalamazoo, an Independent Contractor, hereinafter referred to as “IC”, for the performance of certain services for CPS.

WHEREAS, Comstock Public Schools is a public-school district with its principal office located at 3010 Gull Road, Kalamazoo MI 49048 and the IC’s principal place of business is located at 241 W. South Street, Kalamazoo, Michigan 49007 and the IC’s social security number or federal EIN is 38-6004627.

THEREFORE, in consideration of and reliance on the following representations, warranties, terms and conditions the parties named above agree as follows:

1. **Representation and Warranty of Independent Business/Qualifications.** IC warrants and represents that IC is engaged in an independent business, is fully qualified and has all required licenses and /or certifications to perform the services described, and has complied and will continue to comply with all federal, state and local laws regarding business permits, licenses, taxes, and all governmental obligations of any nature that may be required to carry on business and services to be performed and regarding the payments received by the IC pursuant to this Contract.

2. **Services to be Performed.** IC shall perform the following services for CPS as described below or in Exhibit A, herein incorporated by reference:
See Exhibit A

3. **Terms of Payment.** CPS shall pay IC, upon receipt of invoice, according to the terms and conditions as described below or in Exhibit A, herein incorporated by reference:
See Exhibit A

4. **Term of Contract.** The term of this Contract shall end on June 30, 2018 or earlier at any time if CPS gives written notice to IC, except that the clauses pertaining to indemnification, insurance, and other obligations of IC shall survive this termination date. If this Contract is terminated earlier than the above-referenced date, CPS shall only be liable to IC for a prorated amount based on services satisfactorily rendered.

5. **Equipment.** IC shall supply all equipment, tools, materials, supplies and all personnel to accomplish the designated services.
See Exhibit A regarding a supply account established for 2018-2019.

6. **Expenses.** CPS shall not reimburse or be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
See Exhibit A regarding reimbursement for professional development, field trips and/or CTSO activities.

7. **Control.** IC retains the sole and exclusive right to control or direct the manner or means by which the services are to be performed. CPS retains the right to terminate the contract if the services are not performed in conformity with the provisions specified in this Contract. IC fully understands and agrees that neither IC, nor any employee or agent of IC, in the performance of services pursuant to this Contract,

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

shall be treated or otherwise considered to be an employee(s) of CPS for taxes, worker's compensation, unemployment compensation or for any other purpose, except as otherwise required by law.

8. **Fringe Benefits.** IC fully understands and agrees that IC is not eligible for and shall not participate in any employee pension, health or other fringe benefit plan of CPS. IC further agrees that the terms of this Contract supersede any other CPS policy, employee handbook provisions, or practices regarding employees.

9. **Taxes.** With respect to payments to IC required by this Contract, CPS shall not withhold or pay payroll, employment, or other taxes of any kind, unless as otherwise required by law. The payroll and employment taxes that are subject to this provision include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. IC fully understands and agrees that IC is solely and fully responsible for, and shall comply with all laws regarding the timely reporting and payment of all income and other taxes and any other governmental liabilities resulting from or in connection with the performance of IC's services hereunder, which responsibility shall not be borne nor shared by CPS in any manner whatsoever.

10. **Insurance.** CPS shall not obtain worker's compensation insurance or any other type of insurance, including but not limited to, professional liability insurance, for IC or IC's employees. IC shall comply with worker's compensation laws and all other applicable laws with respect to IC and IC's employees. CPS has the right to require that IC have general liability, property and/or such other insurance in amounts acceptable to CPS naming the Kalamazoo Regional Educational Service Agency, its Board, officers, and employees as additional insureds.

11. **IC No Authority to Bind CPS.** IC shall not and has no authority to enter into any contract (s), agreement(s), or promises(s) on behalf of CPS.

12. **Indemnification.** To the fullest extent permitted by law, IC shall be liable for, and agrees to defend, fully indemnify, and hold Comstock Public Schools, its Boards of Education, Superintendents, officers, and employees harmless from and against any and all claims, demands, liability and/or actions arising out of, resulting from, or attributable to IC's, IC's employees and/or subcontractors' performance or nonperformance of any services or work covered by this Contract and/or for any breach of contract or warranty.

13. **Non-discrimination.** IC assures its compliance with all applicable non-discrimination laws and implementing regulations including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, the Americans with Disabilities Act, the Michigan Elliot-Larson Civil Rights Act, and the Michigan Persons With Disabilities Civil Rights Act.

13. **Amendments.** This Contract may be amended only in writing by the parties' agreement.

14. **Legal Counsel.** Both parties to this Contract had the opportunity to have this Contract reviewed by legal counsel of their choice. None of the provisions of this Contract shall be construed against

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

**2018-
2019**

construed against a party solely by virtue of the fact that any such provision shall have been drafted by legal counsel representing such party.

15. **Governing Law.** This contract shall be governed by and construed pursuant to the laws of Michigan.

16. **Entire Agreement.** This Agreement and any exhibits attached and incorporated by reference constitute the entire agreement of the parties. No other representations, promises and or agreements, oral or otherwise, except for subsequent properly authorized and executed written amendments, shall be of any force or effect.

Independent Contractor

By: _____ Date: _____
Signature

Print Name and Title: _____

Comstock Public Schools

By: *Dr. Jeffrey J. Thoenes* Date: 7/17/18
Signature

Print Name and Title: DR. JEFFREY J. THOENES, SUPERINTENDENT

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

This Exhibit A to the Contract for Independent Contractor Services describes the **SERVICES TO BE PERFORMED** and the **TERMS OF PAYMENT** between the City of Kalamazoo (hereinafter “the City”), and Comstock Public Schools (hereinafter “EFE”).

WHEREAS, the parties have entered into a partnership in order to enhance educational opportunities for Kalamazoo area youth pursuing careers in the public safety field; and

WHEREAS, the parties have entered into a partnership to provide the Law Enforcement I & II program in the delivery of the EFE Law Enforcement curriculum during the 2018-2019 school year.

I. Law Enforcement I

- A. The City, through its Public Safety Department, will operate the High School EFE Law Enforcement Program for the 2018-2019 school year.
 1. The EFE Law Enforcement Program will meet as a high school class, and will follow the countywide EFE calendar.
 2. Two class sessions will be scheduled daily, Monday through Friday, for a total of 4.0 hours of daily instructional time from 7:30 - 9:30 am and 9:30 – 11:30 am.
 3. The classes shall be held at Kalamazoo Valley Community College’s Texas Township Campus.
 4. The City will provide a Primary Instructor and may provide other Instructors for the classes as needed. Primary Instructor will be required to secure certification to teach high school vocational education. EFE will host and guide this process.
 - a) If the City decides to provide additional Instructors for the class in substitution for the Primary Instructor, the City will need to insure each additional substitute Instructor secures certification to teach high school vocational education. EFE will also host and guide this process. The City may choose to use Comstock Public School substitute teachers in emergency situations. The Primary Instructor will make all arrangements for the substitute through the EFE Program Administrator.
 5. The Primary Instructor will allow sufficient time to plan for instruction. As a general rule, Instructors should budget approximately 5 hours per week for every 20 hours of weekly instruction. Planning time might include such things as curriculum writing, grading, meetings, and/or phone calls with EFE staff/students/parents, paperwork, etc. The contracted cost is inclusive of this planning time.
 6. The curriculum will follow Michigan’s office of Career and Technical Education (CTE) approved standards and KVCC course offerings, however the City will be free to augment the core curriculum with additions or substitutions as deemed necessary.
 - a) The curriculum will include the instruction of workplace know how skills including resume writing. EFE will provide the Primary Instructor with instructional resources in this area.
 7. The Primary Instructor will be required to attend EFE professional development meetings along with maintenance of necessary curriculum information to keep the program aligned with the State’s CTE approved program expectations. Full staff meetings are held generally twice a year.
 8. The Primary Instructor may opt to attend other professional development closely tied with the curriculum. KRESA EFE may pay for the cost of professional development, if costs are submitted by the Primary Instructor and approved by EFE in writing prior to incurring any costs or obligations.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES**2018-
2019**

9. Transportation to the program will be provided by the student or by area schools and will not be the responsibility of the City.
 - a) Arranging for transportation for off-site learning (field trip) activities will be the responsibility of the Primary Instructor. Primary Instructor will follow all EFE rules and procedures for off-site field trips. KRESA EFE may pay for the cost of the field trips, if costs are submitted by the Primary Instructor and approved by EFE in writing prior to incurring any costs or obligations.
10. Program marketing and student recruitment/selection will be handled jointly by Kalamazoo Public Safety and EFE.
11. The City and EFE will work closely to provide the classroom facility for the EFE program meeting Michigan Department of Education (MDE) requirements. (Including, but not limited to: physical space, environmental safety, code, and health and sanitation requirements.)
12. Primary Instructor will be responsible for reporting and record keeping requirements. The Primary Instructor will handle all classroom management and will be responsible for communicating with parents, counselors, school staff, students and EFE staff as needed to support student achievement.
13. Daily attendance will be reported via the on-line system and in an electronic or hard copy plan book that can be submitted when requested to the EFE office for meeting pupil accounting.
14. Progress reports will be provided when needed to parents, counselors, school staff, students, and EFE staff.
15. Grades will be computed by the Primary Instructor and reported to the EFE office by deadlines provided.
16. Primary Instructor will submit by deadline other necessary paperwork during the school year, including, but not limited to, student surveys, data forms, class lists, and articulation forms.
17. The Primary Instructor may opt to participate in a Career and Technical Education Student Organization (CTSO) or an equivalent student leadership/competition activity. Primary Instructor will follow all EFE rules and procedures for CTSO's. KRESA EFE may pay for the cost of CTSO expenses, if costs are submitted by Primary Instructor and approved by EFE in writing prior to incurring any costs or obligations.
18. Primary Instructor will be responsible for the maintenance and upkeep of a complete TRAC binder and CIP Self-Review document and prepare for an annual review each spring.

B. EFE responsibilities:

1. Quality standards for staff and curriculum will be monitored and maintained by EFE to the CTE Standards of the Michigan Department of Education (MDE), and the academic standards of Kalamazoo Valley Community College (KVCC).
2. EFE will provide supervision and administrative oversight for the program.
3. It is understood and agreed that as a condition to attending any of the Law Enforcement classes, that all of the students shall be required to sign a release agreement provided by the City, releasing the parties to this agreement from any liability connecting in any manner with this program, including all class activities and driving to, during and after the class.

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

2018-
2019

C. Payment:

1. The partnership will be maintained on a semester to semester basis, totaling two semesters per school year as defined in the school calendar. First semester begins September 5, 2018 and goes through January 25, 2019. Second semester begins January 28, 2019 and goes through June 14, 2019
2. Payment for educational services rendered will be made by Comstock Public Schools to the City of Kalamazoo on a semester by semester basis on or about the 30th day of September and February of each school year. Payments will be generated for "Educational Services Rendered" upon billing by the City of Kalamazoo.
3. Payments will be authorized in the amount of twelve thousand eight hundred dollars, (\$12,800) for instruction successfully delivered to each approved block section each semester. Example: Two approved block sections = \$25,600 per semester. Two semesters = \$51,200 per school year.
4. As awarded annually, EFE (Comstock Public Schools) will maintain an equipment and supplies budget for the program. (The dollar amount of this budget may be adjusted from year to year.) The budget for 2018-2019 is set at \$1500.
5. Un-encumbered funds do not carry over from year to year. Equipment purchased, with CTE equipment budget funds, remains the property of EFE. Maintenance of said equipment will be accomplished at the discretion and responsibility of EFE.
6. Comstock Public Schools will act as the fiscal agent for all approved vendor payments designated for educational services and program supplies.

II. Law Enforcement II

A. The City, through its Public Safety Department, will operate the High School EFE Year Two segment of the Law Enforcement Program for the 2018-2019 school year.

1. Second year EFE Law Enforcement students will meet as a high school class to prepare for and engage in EFE approved educational, non-paid internships, career shadowing and work training experiences.
 - a.) Second year EFE Law Enforcement students are defined as high school seniors who have successfully graduated from the year one Law Enforcement program and have been approved for enrollment by EFE and the KDPS Law Enforcement program manager.
2. Beginning September 5, 2018, through February 22, 2019, one Year II block class will be scheduled daily, from 12:45 – 2:30 pm, to prepare students for formal, individualized, non-paid internships and work training experiences.
3. From February 25 through the week of May 31, a one block class will be scheduled weekly, at this same time (day of week determined 2nd semester), to monitor student educational placements.
4. The curriculum will follow KVCC course offerings for LEN 273, Criminal Justice Internships, but the City will be free to augment the core curriculum with additions and substitutions as deemed necessary.
5. The City will manage and assign student internships and work training experiences and will approve, assign and schedule work and training sites, student Task List Content and Learning Objectives.
6. Student transportation will be provided by the students or by area schools.

Exhibit A

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES

2018-
2019

7. Student selection/placement will be managed by the Law Enforcement program manager with preference given to the City.

B. Payment:

1. The partnership will be maintained on a semester to semester basis, totaling two semesters per school year as defined by the school calendar as defined and outlined in the master agreement.
2. Payment for educational services rendered will be made by Comstock Public Schools to the City of Kalamazoo on a semester by semester basis on or about the 30th day of September and February of each school year. Payments will be generated for "Educational Services Rendered" upon billing by the City of Kalamazoo.
3. Payments will be authorized in the amount of twelve thousand eight hundred dollars, \$12,800 for instruction successfully delivered during the first semester and \$5,500 for student oversight second semester. The City of Kalamazoo will submit two billings as listed in section I C-2, in the amount of \$12,800 and \$5,500 respectively.



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

REVIEWED BY: Richard O. Cherry, Assistant City Attorney

PREPARED BY: Laura J. Echtenaw, Legal Secretary

DATE: 7/25/2018

SUBJECT: Amendments to Chapter 33- Streets and Other Public Grounds

RECOMMENDATION

It is recommended that the City Commission offer for first reading amendments to Chapter 33- Streets and Other Public Grounds of the Kalamazoo City Code of Ordinances.

BACKGROUND

This City Commission has issued a mandate that the City Attorney's Office decriminalize sections of the Kalamazoo City Code changing most of the violations from misdemeanors to municipal civil infractions. In response, the City Attorney has embarked on a comprehensive overhaul of the Kalamazoo City Code. The City Attorney's Office has elicited input from City departments to update the City code to allow each department the ability to be more effective in serving the citizens of the City of Kalamazoo.

In this proposed amendment the City Attorney recommends to change the majority of the park rules to municipal civil infractions, thus decriminalizing the majority of Chapter 33. The City Attorney has determined that some park rules should remain misdemeanors in order to ensure that all City parks are a safe clean space for all citizens to enjoy.

COMMUNITY RESOURCES CONSULTED

none

FISCAL IMPACT

nominal

ALTERNATIVES

The alternative would be to not enact the revisions to the ordinance, or require the City Attorney to revise the proposed amendments.

ATTACHMENTS:

Type	Description
Ordinances	AN ORDINANCE TO AMEND CHAPTER 33

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 33
OF THE KALAMAZOO CODE OF ORDINANCES**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. The following provisions of Chapter 33 Streets and Other Public Grounds of the Kalamazoo City Code are amended to read as follows:

§ 33-23 Definitions.

As used in this article, the following terms shall have the meanings indicated:

CAMPING

Any activity in City Parks where bedding, sleeping bags, personal belongings or other materials, are established, or maintained for the purpose of maintaining a place to dwell or sleep for a period longer than 2 total hours within a 12 hour period, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

CITY PARKS

Any public park, playground, or beach within the City which is owned or operated by the City or the City Building Authority that is open to the public.

ELECTRONIC SMOKING DEVICE

Any device, object, or substance used for, or associated with heating a solution to produce vapor or aerosol intended for inhalation, such as, but not limited to, electronic cigarettes, cigars, pipes or hookahs, vape pens, or electronic nicotine delivery systems.

SPECIAL EVENT

Any public gathering that the City of Kalamazoo designates as a special event to celebrate, honor, educate, or observe human endeavors and/or holidays. These events generally last a few hours to a few days. The City of Kalamazoo shall provide advance notice of these special events, and that notice shall have the designation of Special Event.

§ 33-24 City parks/public spaces.

The following applies to all City parks:

- A. No person shall enter into, remain in, or use any park at which hours of operation are restricted except during the park's posted hours of operation.
- B. Sleeping is not permitted between the hours of 8:00 p.m. and 12:00 p.m.
- C. Fishing is not permitted in any park except where specifically designated at Spring Valley Park, Mayors' Riverfront Park, Rose Park, Verburg Park, and Woods Lake Beach Park.

- D. The operation and the parking of motor vehicles is permitted only on approved surfaces, or in areas specifically designated for the operation and/or parking of motor vehicles, unless otherwise approved by the City. Any vehicle parked in violation of this subsection may be issued a civil parking citation, and, in the City's sole discretion, may be towed and impounded at the owner's sole expense.
- E. Camping in any park is strictly prohibited without written permission of the City Manager or his or her designee.
- F. No person shall pick, damage, or remove any flora, whether wild or domesticated, in any park, dig or move soil, or cut or remove a tree or any part of a tree at any park without permission of the City Manager or his or her designee. The spraying, defacing, or painting of any tree, building, or any other portion of any park is prohibited. Violations of this subsection shall be a misdemeanor punishable by up to 90 days in jail and/or a maximum fine of \$500.
- G. Swimming or wading is prohibited except at Kik Pool and Woods Lake Beach Park during designated hours.
- H. Bicycles, skateboards, scooters, and other similar contrivances may be operated only on surfaces designated for use by motor vehicles or on designated bicycle paths or skateboard areas. Bicycles must be walked through Bronson Park. No bicycles are permitted in Blanche Hull Park, except on bike trail-ways that are identified as such by posted signs.
- I. Leashing of dogs.
 - (1) All dogs must be securely held and controlled on a leash no longer than six feet in length, except in such areas as the City may post and identify by appropriate signs as permitting dogs to be at large. Under no circumstances, however, shall a person allow a dog (other than a service dog), on or off a leash, to be upon the sandy beach near, or in the water at, the public swimming area at the Woods Lake Park or upon the golf course at Milham Park at any time of year. If a person violates this rule they shall be guilty of a Dog at Large under §7-19 of the Kalamazoo City Code.
 - (2) Section I shall not apply to City Parks that are a designated dog park. Dog owners must however abide by the specific rules posted in the dog parks.
- J. All dog owners and those in control of any dog shall immediately pick up any fecal matter deposited in any park and dispose of it in a proper receptacle.
- K. No person shall build or maintain a fire in any park except in a City-provided grill or in grills brought to the park by the user. Where permitted, grills shall be used only for the preparation of food, shall never be placed upon a picnic table, and shall be elevated such that the bottom of the grill is no less the 25 inches above the ground. Under no circumstances shall a person build or maintain a fire, in a grill or otherwise, in Bronson Park or on the grounds adjacent to City Hall unless specially permitted in writing by the City Manager or his or her designee. Violations of this subsection shall be a misdemeanor punishable by up to 90 days in jail and/or a maximum fine of \$500.
- L. No person shall set up a tent, or awning, or similar structures that are held up by stakes or similar devices without written approval from the City Manager or his or her designee.
- M. Sleeping or lying down to rest is not permitted at any time on a paved or otherwise

improved surface, including stages or other elevated areas. Violations of this subsection shall be a misdemeanor punishable by up to 90 days in jail and/or a maximum fine of \$500.

- N. No person shall operate any sound-producing or sound-amplifying device unless earphones are used without expressed authorization by the City Manager or his or her designee. Violations of this subsection shall be a misdemeanor punishable by up to 90 days in jail and/or a maximum fine of \$500.
- O. No person shall bathe, wash clothing or other objects in or under park fountains, drinking fountains, faucets, spigots, pools, lakes, splash pads, rivers or creeks within a park. Violations of this subsection shall be a misdemeanor punishable by up to 90 days in jail and/or a maximum fine of \$500.
- P. No person shall use an electrical outlet found within a park unless such use is expressly authorized by the City Manager or his or her designee.
- Q. Park equipment, fixtures, and other objects found within parks shall be used only for their intended purpose.
- R. Areas that are publicly posted to be used for only specified uses shall be used only for said uses.
- S. A Public Safety Officer or a Parks and Recreation employee may require any person violating park rules or any other City ordinance to leave any park for the balance of that day. A person who refuses to leave after being requested to do so may be charged with and/or arrested for trespassing.
- T. No person shall smoke, in an area or at an event that is posted or otherwise designated as being smoke or tobacco-free. This includes the use of electronic smoking devices.
- U. No person shall interfere with an event or activity, public or private that has been specially permitted in writing by the City Manager or his or her designee.
- V. No person shall charge or receive money or other consideration for admission into, activities in, or commodities of any type sold in a park, unless specially permitted in writing by the City Manager or his or her designee.
- W. Unless otherwise specified, a violation of any of the above provisions shall be a civil infraction for all parks.
- X. The fact that areas that are not formally dedicated parks are treated herein as if parks for this section does not otherwise change the designation of said areas, nor make such areas a City park.
- Y. In the event a person is convicted of a violation of any provision of this section, or if a person is otherwise convicted of causing damage to any park, the court shall, as part of any sentence imposed for such an offense, require that the defendant pay full restitution to the City for any expenses incurred by the City as a result of the violation and further may, as a term of probation, prohibit the person for a period of not more than one year, from entering into or using one or more specified parks. The court shall liberally construe this provision in order to make the City whole.

Section 2. 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.

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 August_, 2018. Public notice was given and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

Bobby J. Hopewell, Mayor

Scott Borling, City Clerk



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: Brianna Clawson, Support Services Division Manager

DATE: 7/24/2018

SUBJECT: 2017 Kalamazoo Mall Maintenance Assessment

RECOMMENDATION

It is recommended that the City Commission adopt Resolutions #1, 2, and 3 for the purpose of approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of \$14.322. Adoption of Resolution 3 schedules a public hearing for October 1, 2018.

BACKGROUND

Historically, property owners on the Kalamazoo Mall have been assessed a per front foot cost to cover expenses associated with annual sidewalk maintenance activities performed by the City of Kalamazoo. This cost varies from year to year mainly due to snow removal activities associated with the snow melt system on the Mall. The 2017 assessment reflects natural gas costs associated with the Mall's snow melt system.

This assessment was originally designed to cover expenses for general sidewalk maintenance which also includes sweeping and cleaning, litter control, and brick repair. Please note that this assessment does not cover expenses for turf maintenance, lighting, flower plantings, crosswalk area maintenance or holiday decorations.

COMMUNITY RESOURCES CONSULTED

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

1. There will be one rate for mall maintenance, rather than one rate for those properties fronting on the snow melt system and those without snow melt.
1. The assessed rate will be an average of the last three years of actual costs to perform this work or the actual cost for the year being assessed, should it be lower than the three year average.

If the actual cost for the year being assessed is greater than the three year average, DKI will cover the "shortfall", up to \$15,000. The 2017 assessment will not require a subsidy from DKI.

FISCAL IMPACT

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

	Actual Cost	Three Year Average
2015	\$15.848	\$16.205
2016	\$14.779	\$16.839
2017	\$14.332	\$14.983

Following the public hearing, assessment notices will be distributed in the amount of \$14.332 per front foot for a total of \$41,536.51.

This assessment will reimburse the General Fund for Mall maintenance activities performed during the 2017 season. It should be noted that this assessment roll represents only 30% of the 2017 Kalamazoo Mall Maintenance expenditures of \$139,849.02.

ALTERNATIVES

The City Commission may choose not to approve to assessment roll resulting in the loss of even partial recovery of mall maintenance expenses.

ATTACHMENTS:

Type	Description
☐	Resolution Resolution #1
☐	Resolution Resoluton #2
☐	Resolution Resolution #3
☐	Report Maintenance Roll

CITY OF KALAMAZOO, MICHIGAN

#1

RESOLUTION NO. _____

**RESOLUTION NO. 1 RE: 2017 KALAMAZOO MALL MAINTENANCE
PROGRAM IMPROVEMENT PROJECT**

Minutes of a regular meeting of the City Commission of the City held on August 6, 2018, at or after 7:00 o'clock p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

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

WHEREAS, the City Commission deems it advisable and necessary to undertake the following improvement in the City:

Maintenance services on the Kalamazoo Mall from Lovell Street to Eleanor Street (North End and South End) Maintenance Roll No. 47.

WHEREAS, part or all of the cost of said improvement may be defrayed by special assessment upon the properties specifically benefited thereby;

BE IT RESOLVED that the City Manager is directed to prepare such maps, diagrams or plans as will indicate the scope and estimated cost of the project and file the same with the City Clerk, together with his recommendations as to what portion of the cost thereof should be paid by special assessment and what part, if any, should be a general obligation of the City, the number of installments in which the special assessments may be paid, and the land which should be included in the special assessment district.

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 August 6, 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

CITY OF KALAMAZOO, MICHIGAN

REPORT OF CITY MANAGER RE: IMPROVEMENT PROJECT

2017 KALAMAZOO MALL MAINTENANCE PROGRAM

Frontage on East and West Sides of the Kalamazoo Mall from Lovell Street to Eleanor Street. (North End and South End) Maintenance Roll. No. 43.

TO THE CITY COMMISSION:

I respectfully report the following regarding the 2017 Kalamazoo Mall Maintenance Program:

1. The total cost of the project is \$41,536.51.
2. It is recommended that the special assessment be paid in one (1) annual installment.
3. It is recommended that the premises to be assessed and to constitute the special assessment district consist of all those lots and parcels of land abutting and fronting upon the improvement unless otherwise hereinafter indicated.

Respectfully submitted,

Date: _____, 2018

James K. Ritsema, City Manager

RESOLUTION NO. _____

**RESOLUTION NO. 2 RE: 2017 KALAMAZOO MALL MAINTENANCE
PROGRAM IMPROVEMENT PROJECT**

Minutes of a regular meeting of the City Commission of the City held on August 6, 2018, at or after 7:00 p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

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

WHEREAS, the City Commission has directed the City Manager to prepare such maps, diagrams or plans as will indicate the scope and cost of the project, and the same have been prepared and filed with the City Clerk pursuant to said direction and the ordinances of the City, and the City Clerk has presented the same to this Commission; and

WHEREAS, the City Commission tentatively determines that it is necessary to proceed with and make said improvement;

BE IT RESOLVED:

(1) The report of the City Manager, with the maps, diagrams or plans, if any, shall be filed with the City Clerk and be available for public inspection.

(2) The City Commission tentatively determines to make the following improvement:

Maintenance services on the Kalamazoo Mall from Lovell Street to Eleanor Street (North End and South End). Maintenance Roll No. 47.

(3) The report, with maps, diagrams or plans, if any, and cost are hereby accepted and filed.

(4) The total cost of the project, hereby determined to be \$41,536.51 has been expended from appropriate city funds for the purpose of this project. The estimated life of said improvement is determined to be one (1) year.

(5) The special assessment to be imposed shall be paid on November 1, 2018, and there shall be charged from such date a penalty of one-half (1/2) of one percent (1%) per month or major fraction thereof upon any sums not paid within thirty (30) days after the same shall become due and payable.

(6) The following described lots and parcels of land are hereby determined to be the properties specifically benefited by said improvement and are hereby designated as the special assessment district upon which that portion of the total cost to be assessed shall be assessed:

From Lovell Street to Eleanor Street - Frontage on
East Side: Maps 15-62; 15-51; 15-46 South End to North End.
West Side: Maps 15-62; 15-51; 15-46 South End to North End.

(7) The City Assessor is hereby directed to prepare a special assessment roll in accordance with the provisions of this resolution and include thereon all lots and parcels of land within the special assessment district herein designated and shall assess to each such lot or parcel of land such relative portion of the whole sum to be specially assessed as the benefit to such lot or parcel of land bears to total benefit to all lands in such district.

(8) When the City Assessor has completed the special assessment roll, he shall endorse thereon his certificate to the effect that said roll was prepared by him pursuant to a resolution of the City Commission adopted on this date and that in making the assessments therein, he has, as nearly as may be and according to his best judgment, conformed in all respects to the directions contained in said resolution and to the Charter and ordinances of the City, and he shall file said special assessment roll with such certificate with the City Clerk in whose office it shall be available for public inspection.

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 August 6, 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

CITY OF KALAMAZOO, MICHIGAN

#3

RESOLUTION NO. _____

**RESOLUTION NO. 3 RE: 2017 KALAMAZOO MALL MAINTENANCE
PROGRAM IMPROVEMENT PROJECT**

Minutes of a regular meeting of the City Commission of the City held on August 6, 2018, at or after 7:00 p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

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

WHEREAS, the City Commission by resolution heretofore adopted did direct the City Assessor to prepare a special assessment roll for the purpose of defraying the special assessment district's share of the cost of the improvement hereinafter more particularly described; and

WHEREAS, said special assessment roll has been prepared and certified as required by said resolution and the Charter and ordinances of the City, has been filed in the Office of the City Clerk, and has been presented to the City Commission;

BE IT RESOLVED:

(1) Said special assessment roll shall remain on file in the Office of the City Clerk and be available for public inspection.

(2) The City Commission shall meet at the City Hall in this City on **October 1, 2018**, at or after 7:00 p.m., local time, to review said special assessment roll.

(3) The City Clerk shall give notice of said hearing by first-class mail, posted at least ten (10) days prior to said hearing to each person or owner having an interest in property assessed in the special assessment district as shown on said roll, and said notice shall also be given by publication when required by general law.

(4) The notice of hearing shall be in substantially the following form:

**CITY OF KALAMAZOO, MICHIGAN
NOTICE OF SPECIAL ASSESSMENT HEARING**

PLEASE TAKE NOTICE that the City Commission has tentatively determined to make the following improvement and to defray part or all of the cost by special assessment upon the following described benefited lands:

2017 Kalamazoo Mall Maintenance Program - Frontage on each side of the Kalamazoo Mall from Lovell Street to Eleanor Street, east and west sides, Maps 15-62, 15-51, & 15-46. (North End and South End) Maintenance Roll No. 47.

TAKE FURTHER NOTICE that the report of the City Manager describing the proposed improvement and the special assessment roll are on file in the Office of the City Clerk and available for public inspection.

TAKE FURTHER NOTICE that the City Commission will meet at the Kalamazoo City Hall, 241 W. South Street in Kalamazoo on **October 1, 2018**, at or after 7:00 p.m., local time, for the purpose of reviewing said special assessment roll and hearing all persons interested therein and consider all written objections thereto, regarding the expense, necessity, and assessment thereof.

TAKE FURTHER NOTICE that if you object to or protest this special assessment, in order to appeal the amount of the special assessment to the State Tax Tribunal, you are first required to appear and protest at the above-described hearing the amount of the special assessment. You may appear in person at the hearing to protest the special assessment, or you are permitted to file your appearance or protest by letter, in which case your personal appearance shall not be required. The owner or any person having an interest in the real property upon which the special assessment is made may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

SCOTT A. BORLING, CITY CLERK

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 August 6, 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

CITY OF KALAMAZOO, MICHIGAN

CERTIFICATE OF CITY ASSESSOR - IMPROVEMENT PROJECT

**2017 KALAMAZOO MALL MAINTENANCE PROGRAM
MAINTENANCE ROLL #44**

I hereby certify that this assessment roll was prepared pursuant to a resolution of the City Commission, and that in making the assessments herein, I have, according to my best judgment, conformed in all respects to the directions contained in said resolution and to the Charter and ordinances of the City of Kalamazoo.

Andrew Falkenberg, City Assessor

2017 MALL MAINTENANCE ROLL #47					
NORTH END					
RATE PER FRONT FOOT \$14.322					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-340-201 225 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		23.00	\$	329.40
06-15-341-002 228 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		20.00	\$	286.44
06-15-341-004 251 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	130.79	\$	1,873.15
06-15-341-291 252 N. Kalamazoo Mall	City of Kalamazoo Public Services 241 W. South Street Kalamazoo, MI 49007		9.86	\$	141.21
06-15-341-292 250 N. Kalamazoo Mall	S & K Properties of Kalamazoo, LLC 5108 North 36th Street Richland, MI 49083		44.72	\$	640.47
06-15-341-301 230 N. Kalamazoo Mall, #101 Unit 1 - 230 N Kalamazoo Mall Condos	CenturyTel Fiber Company II 931 14th Street, Suite 103 Denver, CO 80202		14.54	\$	208.24
06-15-341-302 230 N. Kalamazoo Mall, #201 Unit 2 - 230 N Kalamazoo Mall Condos	Valda I. Karlsons & Robert J. Brown 2646 Springbrook Drive Kalamazoo, MI 49004		4.15	\$	59.44
06-15-341-303 230 N. Kalamazoo Mall, #202 Unit 3 - 230 N Kalamazoo Mall Condos	Alanta Lary 230 N. Kalamazoo Mall, #202 Kalamazoo, MI 49007		4.85	\$	69.46
06-15-341-304 230 N. Kalamazoo Mall, #203 Unit 4 - 230 N Kalamazoo Mall Condos	John R Deleo 230 N. Kalamazoo Mall, #203 Kalamazoo, MI 49007		4.15	\$	59.44
06-15-341-305 230 N. Kalamazoo Mall, #204 Unit 5 - 230 N Kalamazoo Mall Condos	Michael L. Willis 230 N. Kalamazoo Mall, #204 Kalamazoo, MI 49007		4.85	\$	69.46
06-15-341-306 230 N. Kalamazoo Mall, #301 Unit 6 - 230 N Kalamazoo Mall Condos	Michael L. & Deborah M. Killarney 230 N. Kalamazoo Mall, #301 Kalamazoo, MI 49007		4.15	\$	59.44
06-15-341-307 230 N. Kalamazoo Mall, #302 Unit 7 - 230 N Kalamazoo Mall Condos	Tom O'Brien Lisa Stech 230 N. Kalamazoo Mall, #302 Kalamazoo, MI 49007		4.85	\$	69.46
06-15-341-308 230 N. Kalamazoo Mall, #303 Unit 8 - 230 N Kalamazoo Mall Condos	Frederick & Kimberly Searing 230 N. Kalamazoo Mall, #303 Kalamazoo, MI 49007		3.46	\$	49.55
06-15-341-309 230 N. Kalamazoo Mall, #304 Unit 9 - 230 N Kalamazoo Mall Condos	Steven & Christine Kindy 230 N. Kalamazoo Mall, #304 Kalamazoo, MI 49007		4.85	\$	69.46

2017 MALL MAINTENANCE ROLL #47					
NORTH END					
RATE PER FRONT FOOT \$14.322					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-341-310 230 N. Kalamazoo Mall, #401 Unit 10 - 230 N Kalamazoo Mall Condos	Richard & Joanne Stewart 230 N. Kalamazoo Mall, #401 Kalamazoo, MI 49007		8.99	\$	128.75
06-15-341-311 230 N. Kalamazoo Mall, #402 Unit 11 - 230 N Kalamazoo Mall Condos	Beth A. McLaren, Trustee 230 N. Kalamazoo Mall, #402 Kalamazoo, MI 49007		10.38	\$	148.66
06-15-346-001 224 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		20.00	\$	286.44
06-15-346-242 201 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	131.64	\$	1,885.33
06-15-346-301 222 N. Kalamazoo Mall, #300 Unit 1 - Arcadia Condominiums	Jon R Hogarts 222 N. Kalamazoo Mall, #300 Kalamazoo, MI 49007		3.91	\$	56.00
06-15-346-302 222 N. Kalamazoo Mall, #310 Unit 2 - Arcadia Condominiums	Ronald A. Cleveland 222 N. Kalamazoo Mall, #310 Kalamazoo, MI 49007		2.95	\$	42.25
06-15-346-303 222 N. Kalamazoo Mall, #320 Unit 3 - Arcadia Condominiums	Carol L. Hodges 222 N. Kalamazoo Mall, #320 Kalamazoo, MI 49007		4.31	\$	61.73
06-15-346-304 222 N. Kalamazoo Mall, #330 Unit 4 - Arcadia Condominiums	David S. & Virginia H. Antoniotti 386 Summit Drive Kalamazoo, MI 49001		2.89	\$	41.39
06-15-346-305 222 N. Kalamazoo Mall, #340 Unit 5 - Arcadia Condominiums	Nabil & Hessen Ghazal 222 N. Kalamazoo Mall, #340 Kalamazoo, MI 49007		3.66	\$	52.42
06-15-346-306 222 N. Kalamazoo Mall, #350 Unit 6 - Arcadia Condominiums	Theodore Baird & Gianna Service 222 N. Kalamazoo Mall, #350 Kalamazoo, MI 49007		4.19	\$	60.01
06-15-346-307 222 N. Kalamazoo Mall, #360 Unit 7 - Arcadia Condominiums	Scott R & Kimmie J Swope 222 N. Kalamazoo Mall, #360 Kalamazoo, MI 49007		2.91	\$	41.68
06-15-346-308 222 N. Kalamazoo Mall, #370 Unit 8 - Arcadia Condominiums	James M Teeter 222 N. Kalamazoo Mall, #370 Kalamazoo, MI 49007		3.58	\$	51.27
06-15-346-309 222 N. Kalamazoo Mall, #380 Unit 9 - Arcadia Condominiums	Rachel Hall 222 N. Kalamazoo Mall, #380 Kalamazoo, MI 49007		2.84	\$	40.67
06-15-346-310 222 N. Kalamazoo Mall, #390 Unit 10 - Arcadia Condominiums	Whitney A. Kemerling 222 N. Kalamazoo Mall, #390 Kalamazoo, MI 49007		3.01	\$	43.11

2017 MALL MAINTENANCE ROLL #47					
NORTH END					
RATE PER FRONT FOOT \$14.322					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-346-311 222 N. Kalamazoo Mall, #200 Unit 11 - Arcadia Condominiums	Patricia E Villalobos Nayda Collazo-Llorens 222 N. Kalamazoo Mall, #200 Kalamazoo, MI 49007		3.89	\$	55.71
06-15-346-312 222 N. Kalamazoo Mall, #210 Unit 12 - Arcadia Condominiums	William Service 222 N. Kalamazoo Mall, #210 Kalamazoo, MI 49007		2.95	\$	42.25
06-15-346-313 222 N. Kalamazoo Mall, #220 Unit 13 - Arcadia Condominiums	Marianne Amerine 222 N. Kalamazoo Mall, #220 Kalamazoo, MI 49007	Marianne Amerine 3790 Via Dela Valle #201 Delmar, CA 92014	4.30	\$	61.58
06-15-346-314 222 N. Kalamazoo Mall, #230 Unit 14 - Arcadia Condominiums	Martha R. Cohen 222 N. Kalamazoo Mall, #230 Kalamazoo, MI 49007		3.03	\$	43.40
06-15-346-315 222 N. Kalamazoo Mall, #240 Unit 15 - Arcadia Condominiums	Roger & Ada Sutton 222 N. Kalamazoo Mall, #240 Kalamazoo, MI 49007	Roger & Ada Sutton 7338 E. Maritime Drive Tucson, AZ 85756-9040	2.89	\$	41.39
06-15-346-316 222 N. Kalamazoo Mall, #250 Unit 16 - Arcadia Condominiums	Mark A. Kraai & Linda M. Lesniak 222 N. Kalamazoo Mall, #250 Kalamazoo, MI 49007		4.95	\$	70.89
06-15-346-317 222 N. Kalamazoo Mall, #260 Unit 17 - Arcadia Condominiums	Key Lime Properties, LLC 5207 Portage Road Portage, MI 49002		2.81	\$	40.24
06-15-346-318 222 N. Kalamazoo Mall, #270 Unit 18 - Arcadia Condominiums	Monica Pender 222 N. Kalamazoo Mall, #270 Kalamazoo, MI 49007		3.54	\$	50.70
06-15-346-319 222 N. Kalamazoo Mall, #280 Unit 19 - Arcadia Condominiums	Daniel F & Ann M Kinsella 725 N West Street Wheaton, IL 60187		2.90	\$	41.53
06-15-346-320 222 N. Kalamazoo Mall, #290 Unit 20 - Arcadia Condominiums	Roland Yarbrough 222 N. Kalamazoo Mall, #290 Kalamazoo, MI 49007		3.11	\$	44.54
06-15-346-321 222 N. Kalamazoo Mall, #100 Unit 21 - Arcadia Condominiums	Hospice Care of Southwest Michigan 222 N. Kalamazoo Mall, #100 Kalamazoo, MI 49007		51.38	\$	735.86
06-15-375-004 100 W. Michigan Avenue	Catalyst Development Co., L.L.C. 100 West Michigan Avenue, Suite 300 Kalamazoo, MI 49007		269.94	\$	3,866.04
06-15-376-005 132 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	264.00	\$	3,780.97
TOTAL NORTH END			1103.17	\$	15,799.43

2017 MALL MAINTENANCE ROLL #47					
SOUTH END					
RATE PER FRONT FOOT \$14.322					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-381-001 107 W. Michigan Avenue, Unit 1 Unit 1 - Kalamazoo Building Condos	Keystone Communtiy Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.09	\$	144.51
06-15-381-002 107 W. Michigan Avenue, Unit 2 Unit 2 - Kalamazoo Building Condos	Del S Eldridge 4022 Broken Ridge Galesburg, MI 49053	Del S Eldridge 107 W Michigan Ave, #200 Kalamazoo, MI 49007	10.46	\$	149.81
06-15-381-003 107 W. Michigan Avenue, Unit 3 Unit 3 - Kalamazoo Building Condos	Keystone Communtiy Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.55	\$	151.09
06-15-381-004 107 W. Michigan Avenue, Unit 4 Unit 4 - Kalamazoo Building Condos	Davis-Reed, LLC 107 W. Michigan Avenue, Ste 400 Kalamazoo, MI 49008		10.55	\$	151.09
06-15-381-005 107 W. Michigan Avenue, Unit 5 Unit 5 - Kalamazoo Building Condos	VLG Holdings, LLC 107 W. Michigan Avenue, 5th Floor Kalamazoo, MI 49007		10.55	\$	151.09
06-15-381-006 107 W. Michigan Avenue, Unit 6 Unit 6 - Kalamazoo Building Condos	Kal Building 6, LLC 107 W. Michigan Avenue, 6th Floor Kalamazoo, MI 49007		10.50	\$	150.38
06-15-381-007 107 W. Michigan Avenue, Unit 7 Unit 7 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		10.50	\$	150.38
06-15-381-008 107 W. Michigan Avenue, Unit 8 Unit 8 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		9.55	\$	136.77
06-15-381-009 107 W. Michigan Avenue, Unit 9 Unit 9 - Kalamazoo Building Condos	Condominium Associates Penthouse - Kalamazoo Bldg 4415 Duke Street, Suite 1E Kalamazoo, MI 49008-3224		4.65	\$	66.60
06-15-381-010 107 W. Michigan Avenue, Unit 10 Unit 10 - Kalamazoo Building Condos	Keystone Communtiy Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.91	\$	156.25
06-15-381-011 107 W. Michigan Avenue, Unit 11 Unit 11 - Kalamazoo Building Condos	Condominium Associates Penthouse - Kalamazoo Bldg 4415 Duke Street, Suite 1E Kalamazoo, MI 49008-3224		1.69	\$	24.20
06-15-381-015 108 E. Michigan Avenue	Peregrine - 1st National, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine - 1st National, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	100.00	\$	1,432.18
06-15-381-124 124 S. Kalamazoo Mall	Gilmore Real Estate, LLC 162 E. Michigan Avenue Kalamazoo, MI 49007		21.75	\$	311.50
06-15-381-128 126 S. Kalamazoo Mall	Peregrine-128, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-128, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	21.75	\$	311.50

2017 MALL MAINTENANCE ROLL #47					
SOUTH END					
RATE PER FRONT FOOT \$14.322					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-381-132 132 S. Kalamazoo Mall	AZ Venture, LLC 132 S. Kalamazoo Mall Kalamazoo, MI 49007		22.50	\$	322.24
06-15-381-222 136 S. Kalamazoo Mall	Lerner Building, LLC 146 S. Kalamazoo Mall Kalamazoo, MI 49007		66.00	\$	945.24
06-15-382-103 125 S. Kalamazoo Mall	Kalamahajan KCC, LLC Callander Commercial 628 W. Milham Avenue Portage, MI 49024		143.41	\$	2,053.90
06-15-386-002 210 S. Kalamazoo Mall	James & Laura Endres 8880 West G Avenue Kalamazoo, MI 49009		23.00	\$	329.40
06-15-386-005 230 S. Kalamazoo Mall Unit 1 - Burdick South Condominium	Rustica Property, LLC 6907 Hickory Point Drive East Portage, MI 49024		10.25	\$	146.80
06-15-386-006 230 S. Kalamazoo Mall Unit 2 - Burdick South Condominium	230 South Burdick Street, LLC 230 S. Kalamazoo Mall, Ste 200 Kalamazoo, MI 49007	230 South Burdick Street, LLC 7156 Inverness Drive Kalamazoo, MI 49009	10.25	\$	146.80
06-15-386-007 230 S. Kalamazoo Mall Unit 3 - Burdick South Condominium	Annie Waring Todd 44 Lang Road Centennial Park, NSW 2021 Australia		10.25	\$	146.80
06-15-386-008 230 S. Kalamazoo Mall Unit 4 - Burdick South Condominium	Annie Waring Todd 44 Lang Road Centennial Park, NSW 2021 Australia		10.25	\$	146.80
06-15-386-011 217 S. Kalamazoo Mall Unit 1 - Style Shop Bldg Condominium	Shannibear Properties, LLC 1035 Northampton Road Kalamazoo, MI 49006		8.12	\$	116.29
06-15-386-012 219 S. Kalamazoo Mall Unit 2 - Style Shop Bldg Condominium	Paul Stanley Lightle 219 S. Kalamazoo Mall Kalamazoo, MI 49007		7.42	\$	106.27
06-15-386-013 221 S. Kalamazoo Mall Unit 3 - Style Shop Bldg Condominium	Craig A LaPine 9418 East Shore Drive Portage, MI 49002		7.66	\$	109.71
06-15-386-101 214 S. Kalamazoo Mall	Catalyst Development Co. 4, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		72.00	\$	1,031.17
06-15-386-223 154 S. Kalamazoo Mall	Catalyst Development Co. 7, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		66.00	\$	945.24
06-15-386-226 236 S. Kalamazoo Mall	Rustica Properties, LLC 6907 Hickory Point East Portage, MI 49024		21.31	\$	305.20

2017 MALL MAINTENANCE ROLL #47					
SOUTH END					
RATE PER FRONT FOOT \$14.322					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-386-230 202 S. Kalamazoo Mall	William & Susan Van Dis 202 S. Kalamazoo Mall Kalamazoo, MI 49007		43.00	\$	615.84
06-15-387-104 214 Farmers Alley Unit 4 - Milliner Center Condominium	Droppers Kalamazoo, LLC 1401 Lama Road Kalamazoo, MI 49008		0.86	\$	12.32
06-15-387-106 213 S. Kalamazoo Mall Unit 6 - Milliner Center Condominium	Hassan R & Malda Ayad 213 S. Kalamazoo Mall Kalamazoo, MI 49007		5.25	\$	75.19
06-15-387-107 209 S. Kalamazoo Mall Unit 7 - Milliner Center Condominium	Milliner Center Properties, LLC 9763 Springwood Drive Kalamazoo, MI 49009		10.24	\$	146.66
06-15-387-108 207 S. Kalamazoo Mall Unit 8 - Milliner Center Condominium	Joseph Cekola 207 S. Kalamazoo Mall Kalamazoo, MI 49007		5.74	\$	82.21
06-15-387-109 215 S. Kalamazoo Mall Unit 9 - Milliner Center Condominium	MGDC Holdings, LLC 215 S. Kalamazoo Mall, Unit 9 Kalamazoo, MI 49007		18.73	\$	268.25
06-15-387-112 209 S. Kalamazoo Mall Rear Unit 12 - Milliner Center Condominium	Milliner Center Properties, LLC 9763 Springwood Drive Kalamazoo, MI 49009		4.15	\$	59.44
06-15-387-113 206 Farmers Alley Unit 13 - Milliner Center Condominium	Deborah Brown, Trustee 206 Farmers Alley Kalamazoo, MI 49007		6.82	\$	97.68
06-15-387-114 208 Farmers Alley Unit 14 - Milliner Center Condominium	Ryan S. Williams 208 Farmers Alley Kalamazoo, MI 49007		4.99	\$	71.47
06-15-387-115 212 Farmers Alley Unit 15 - Milliner Center Condominium	Dacoba, LLC 9763 Springwood Drive Kalamazoo, MI 49009		1.33	\$	19.05
06-15-387-116 210 Farmers Alley Unit 16 - Milliner Center Condominium	Droppers Kalamazoo, LLC 1401 Lama Road Kalamazoo, MI 49008		7.20	\$	103.12
06-15-387-214 223 S. Kalamazoo Mall	Fuller Building, LLC 223 S. Kalamazoo Mall Kalamazoo, MI 49007	Patricia Hirsch 610 W. South Street Kalamazoo, MI 49007	44.93	\$	643.48
06-15-387-216 157 S. Kalamazoo Mall	Vernon Group MP, LLC 5937 W. Main Street Kalamazoo, MI 49009		86.50	\$	1,238.84
06-15-390-210 316 S. Kalamazoo Mall	Peregrine Towers, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	165.00	\$	2,363.10

2017 MALL MAINTENANCE ROLL #47					
SOUTH END					
RATE PER FRONT FOOT \$14.322					
<i>Parcel Number & Address</i>	<i>Taxpayer</i>	<i>Send Bill to (if applicable)</i>	<i>Front Feet</i>		<i>Cost</i>
06-15-391-204 315 S. Kalamazoo Mall	SAJO 315, LLC 315 S. Kalamazoo Mall Kalamazoo, MI 49007		114.00	\$	1,632.69
06-15-391-227 250 S. Kalamazoo Mall	South Street Kalamazoo, LLC 250 S. Kalamazoo Mall Kalamazoo, MI 49007		67.11	\$	961.14
06-15-391-230 241 S. Kalamazoo Mall	Peregrine-International, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-International, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	115.50	\$	1,654.17
06-15-396-001 336 S. Kalamazoo Mall	Peregrine Towers LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers LLC 3930 Lakeside Drive Kalamazoo, MI 49008	65.64	\$	940.09
06-15-396-204 321 S. Kalamazoo Mall	Joy Rentals, LLC Matt Vernon 5937 W. Main Street Kalamazoo, MI 49009		53.63	\$	768.08
06-15-396-206 359 S. Kalamazoo Mall	Kalamazoo Cultural Center 359 S. Kalamazoo Mall, Suite 203 Kalamazoo, MI 49007	Kalamazoo Cultural Center c/o Phoenix Properties 2725 Airview Boulevard, Suite 302 Portage, MI 49002	160.70	\$	2,301.52
06-15-396-207 346 S. Kalamazoo Mall	Peregrine-McNair, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-McNair, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	93.81	\$	1,343.53
TOTAL SOUTH END			1797.05	\$	25,737.08
TOTAL ROLL			2900.22	\$	41,536.51



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: Aaron P Powers, MMAO, City Assessor

PREPARED BY: Andrew Falkenberg, MAAO, Assistant City Assessor/Assistant City Treasurer

DATE: 7/5/2018

SUBJECT: Resolution Waiving Penalty Fees For Failure To File A Property Transfer Affidavit

RECOMMENDATION

It is recommended that the City Commission adopt a resolution waiving penalty fees for failing to file a Property Transfer Affidavit.

BACKGROUND

A Transfer of Ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property; MCL Section 211.27a(6)(a-j).

MCL 211.27b (1)(c) and (d) allows for penalties imposed for failure on part of a buyer, grantee or other transferee of real property to timely file a Property Transfer Affidavit (PTA), known as Form 2766, within forty five (45) days of a transfer of ownership. The original intention of these penalties was to ensure the City Assessor was properly notified of a transfer of ownership.

Notification of a property transfer is no longer an issue as there are other forms and sources for the City Assessor to obtain transfer information. Recorded documents may be researched online at the Kalamazoo County Register of Deeds. Other forms exist that are also required to be filed following a transfer of ownership. Legislative changes allowing exemptions to certain transfers of ownership encourages citizens to timely notify the City Assessor of their property transfer.

For these reasons, these penalties have not historically been enforced. In addition, there are no records of the City ever imposing these penalties. MCL 211.27b (5) allows the governing body of the local tax collecting unit to waive, by resolution, the penalties which are limited to \$5.00 per day up to \$200.00 for residential real property and \$20 per day up to \$1,000 for commercial and industrial real property.

Residential transfers of ownership constitute the majority of the transfers in any given year; over 90%. In some cases, these transfers are simply adding a spouses name to the title or transferring the property into an individual or family trust.

Waiving the penalties will ensure that the City remains compliant with the General Property Tax Act as well as protecting its taxpayers from unnecessary penalties.

POLICY CONSIDERATIONS

None

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Currently, the City Treasurer is not collecting penalites if an owner fails to file a Property Transfer Affidavit. While imposing the penalties may result in additional monies to the general fund; the cost to implement the collection far exceeds the maximum amount the City is allowed to levy on a transfer; \$200 per residential property and \$1000 per commercial.

ALTERNATIVES

There is no recommended alternative. Failure to adopt the attached resolution would require the City Assessor and City Treasurer to identify and charge penalites to any transfer of ownership without a filed form.

ATTACHMENTS:

Type	Description
▣	Resolution Resolution to Waive Penalty Fee for Failing to File a PTA

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO.

**A RESOLUTION WAIVING PENALTY FEES FOR FAILURE TO FILE A
PROPERTY TRANSFER AFFIDAVIT**

Minutes of a regular meeting of the City Commission of the City held on August 13, 2018, at 7:00 o'clock p.m. local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the City of Kalamazoo is aware that Michigan statute, MCL 211.27a(10) requires the buyer, grantee or other transferee of a property to notify the appropriate assessing office within 45 days when a transfer of ownership occurs, and

WHEREAS, MCL 211.27a(10) further requires that such notification be made on a form prescribed by the State Tax Commission, commonly known as a Property Transfer Affidavit (form 2766 or L-4260), and

WHEREAS, the City of Kalamazoo is aware that MCL 211.27b(1)(c) and (d) provides for specific penalties to be levied if the appropriate assessing office is not notified within 45 days, and

WHEREAS, MCL 211.27b(5) allows the governing body to waive, by resolution, the penalty levied under subsection (1)(c) or (d), and

WHEREAS, the City of Kalamazoo Assessing Office has procedures in place to notify the buyer, grantee or transferee of a property when the Property Transfer Affidavit has not been filed, and

WHEREAS, the City of Kalamazoo has determined the cost to administer and collect the penalty, then share collected penalties with other taxing jurisdictions outweighs the benefit, and

WHEREAS, the City of Kalamazoo finds the collection of penalties is unnecessary.

NOW, THEREFORE, BE IT RESOLVED, the City Commission of the City of Kalamazoo, as provided in MCL 211.27b(5), waives the collection of penalties under subsections (1)(c) or (d), and

BE IT FURTHER RESOLVED, that any resolution, policy or directive in conflict with this Resolution is hereby repealed.

The above resolution as 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 August 13, 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 Borling, City Clerk _



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: Rebekah Kik, Director Community Planning and Economic Development

PREPARED BY: Sara Jo Shipley, Redevelopment Project Manager

DATE: 7/12/2018

SUBJECT: Neighborhood Enterprise Zone Certificate Application

RECOMMENDATION

It is recommended that the City Commission adopt a resolution approving one application for a new Park - Cedar - Burdick - Lovell Neighborhood Enterprise Zone certificate.

BACKGROUND

On June 4, 2018, the Kalamazoo City Commission created the Park - Cedar - Burdick - Lovell Neighborhood Enterprise Zone (NEZ) in the Vine Neighborhood. Though the zone is created, property owners are required to apply for a certificate which will allow them to realize the tax benefits of the NEZ. All of the applications that the City receives for this zone must go before the City Commission for approval. Upon approval, the certificate packet, including the resolution, is sent to the State Tax Commission. The State Tax Commission can approve, deny, or hold the certificate in abeyance.

The City Clerk has received one application for a new NEZ certificate in the Park - Cedar - Burdick - Lovell area, at 400 Rose Street, for 400 Rose, LLC and Park@Cedar II, LLC. For this NEZ abatement, the land and commercial portion of the structure will be taxed at the normal tax rate. The residential portion of the development will be taxed at the NEZ rate. Per the Public Act 147, for the last three years of the certificate, the millage rates incrementally revert to the normal tax rate.

For this application, the State Tax Commission would hold the certificate in abeyance until the project receives a certificate of occupancy. Once the certificate of occupancy is received by the State Tax Commission, the NEZ certificate would be released and would be in effect the following year.

COMMUNITY RESOURCES CONSULTED

The City Commission held a public hearing to discuss the creation of the NEZ. No additional community resources were consulted in the receipt of the current NEZ certificate applications.

FISCAL IMPACT

The NEZ City operating and solid waste tax abatement for the duration of the certificate is \$295,792. The NEZ tax abatement for all taxing jurisdictions for the duration of the certificate is \$1,341,725.

This project is subject to Brownfield Redevelopment Authority (BRA) capture. The BRA redevelopment agreement for tax increment capture and reimbursement is for 21 years. The estimated City portion of taxes with or without NEZ during BRA capture is \$524 annually for 21 years.

Please note: the tax collections listed are based on an estimate. The estimated and abated taxes are calculated based on the duration of the 12 year certificate.

ALTERNATIVES

The City Commission has the alternative of denying the application for new NEZ certificate in the Park - Cedar - Burdick – Lovell area. If the City Commission denies the application, the State Tax Commission may still grant the application since the district is established. The City Commission also has the alternative of adjusting the time frame of the new NEZ certificate to an amount between 6 and 12 years. These alternatives are not recommended.

ATTACHMENTS:

Type	Description
▣	Resolution 400 Rose NEZ resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

A RESOLUTION APPROVING A NEIGHBORHOOD ENTERPRISE ZONE APPLICATION FILED BY 400 ROSE, LLC AND PARK@CEDAR II, LLC FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT TO BE LOCATED AT 400 ROSE STREET IN THE DESIGNATED PARK - CEDAR - BURDICK - LOVELL NEIGHBORHOOD ENTERPRISE ZONE AND AUTHORIZING THE SUBMISSION OF THE NEZ APPLICATION BY THE CITY CLERK TO THE MICHIGAN STATE TAX COMMISSION

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on **August 6, 2018, at** or after 7:00 o'clock p.m., local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the Kalamazoo City Commission adopted the Park - Cedar - Burdick - Lovell Neighborhood Enterprise Zone on June 4, 2018, to spur development in an underdeveloped area, with its predominant use being surface parking lots; and

WHEREAS, the City of Kalamazoo is in receipt of an application for a New Construction Neighborhood Enterprise Zone Certificate for the construction of a new mixed-use development to be located at 400 Rose Street, which is located in the designated Park - Cedar - Burdick – Lovell area;

NOW, THEREFORE, BE IT RESOLVED,

That the City Commission acknowledges the receipt of the NEZ Certificate application from 400 Rose, LLC and Park@Cedar II, LLC for the construction of a new mixed-use development at 400 Rose Street in the designated Park - Cedar - Burdick - Lovell Neighborhood Enterprise Zone; find that it complies with Neighborhood Enterprise Zone Act, Act 147 of the Public Acts of Michigan of 1992, as amended, and hereby approves the submission of the Neighborhood Enterprise Zone Certificate application for the above described property to the State Tax Commission, beginning the effecting date of the NEZ Certificate; and that Commission recommends the above described property, if approved by the State Tax Commission, shall receive the 12-year maximum allowable term of NEZ benefits, beginning from the effective date of the NEZ certificate.

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 August 6, 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



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: Rebekah Kik, Director, Community Planning and Economic Development

PREPARED BY: Marcy Dix, Grants Finance Officer

SUBJECT: Payment In Lieu of Taxes for the Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership at 1101 Portage Street (06-22-434-008)

RECOMMENDATION

It is recommended that the City Commission approve a Payment in Lieu of Taxes (PILOT) resolution for the Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership at 1101 Portage Street (06-22-434-008), pursuant to Section 35-4 of the Kalamazoo City Code.

BACKGROUND

Kalamazoo Creamery LHDALP is an organization created by Hollander Development Corporation for the purpose of securing Low Income Housing Tax Credits and mortgage financing through the Michigan State Housing Development Authority. Kalamazoo Creamery LDHALP has requested a 4% payment in lieu of taxes (PILOT) on the 29 affordable housing units, restricted to low income persons and families, of The Creamery development. Kalamazoo Creamery LHDALP is seeking 4% LIHTC, for which applications are accepted on a rolling basis.

The Creamery is an aspirational community development project at 1101 Portage St. in the Edison Neighborhood. The development will include 48 apartments, neighborhood scale commercial space, and the YWCA Children's Center.

Residences will consist of both "workforce housing" and affordable options, with a total of forty-eight apartments. Nineteen homes will be affordable to moderate income renters earning 80-120% of Kalamazoo County's area median income. The remaining twenty-nine homes will be rent and income restricted to households with incomes at or below 60% AMI. All residents will share the same amenities and unit types will be distributed equally. All units will be one or two-bedrooms.

2,400 square feet along Portage Street will be reserved for commercial use. The Creamery will offer stepped rent on this space to attract unique, local businesses which fulfill needs expressed by the neighborhood and nearby employers such as a restaurant, retail store, or other business generating walk-in traffic.

YWCA Kalamazoo has recognized an extreme need for affordable and accessible childcare within the Edison Neighborhood. The high cost of childcare and the diminishing resources for subsidies puts quality childcare out of reach for many families, especially those who are low-income and single-parent families. To meet this need,

YWCA Kalamazoo plans to deploy an Edison Neighborhood Children's Center in The Creamery. The center will provide two services – infant/toddler childcare in a traditional setting (meaning regular business hours and scheduled appointments) and 24-hour drop-in childcare for families who work second and third shifts or have emergency childcare needs. The Children's Center will occupy approximately 5,800 sf of the first floor of The Creamery, and the project team is dedicated to providing YWCA with a best in class facility.

The PILOT for Kalamazoo Creamery LHDALP at 1101 Portage Street would be contingent upon:

- Receiving the requested LIHTC award from MSHDA;
- Establishing ownership of the project by Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership;
- Notifying MSHDA of its eligibility for tax exemption starting in 2019;
- Maintaining the units as certified and registered rentals serving as affordable housing; and
- Commencing rehabilitation within one year from the date the PILOT becomes effective.

COMMUNITY RESOURCES CONSULTED

The project will address numerous needs outlined in the City of Kalamazoo's Imagine Kalamazoo 2025 process by redeveloping over 300 feet of brownfield along the Portage Street corridor into zero-setback, mixed-use, pedestrian scale retail, commercial and housing. It will incorporate indoor bicycle parking, rooftop green space, on-site solar energy, and public art. It will interface with Kalamazoo's multi-modal transportation infrastructure and prioritize neighborhood services in its retail and commercial spaces.

The project is also consistent with the goals of the current Consolidated Plan (2014-2018):

Priority: Affordable Housing

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

Increase affordable rental housing through rehabilitation and new construction.

FISCAL IMPACT

Due to the multiple project submissions and revisions on this site, the Assessor's office and Treasurer's office are still determining the difference between receiving full tax on the proposed project and the lower tax revenue produced by a 4% service charge on the affordable units and full tax on the other residential units and commercial space. The vacant parcel the project will be built on has been owned by the Kalamazoo County Land Bank and currently has a taxable value of \$0.

ALTERNATIVES

The City of Kalamazoo ordinance allows for the approval of PILOTs for such projects. The City Commission could decide to deny the request to extend the length of the PILOT; however, denial of this request could jeopardize the financial feasibility of the project. This alternative is not recommended.

ATTACHMENTS:

Type	Description
□ Resolution	PILOT Resolution - The Creamery
□ Background Material	The Creamery PILOT proposal
□ Background Material	The Creamery residential unit mix

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION GRANTING ELIGIBILITY FOR A PAYMENT IN LIEU OF TAXES TO
KALAMAZOO CREAMERY LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED
PARTNERSHIP FOR THE CREAMERY LOCATED AT 1101 PORTAGE STREET (06-
22-434-008)**

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

PRESENT, Commissioners:

ABSENT, Commissioners:

Recitals:

- A.** Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership (LHDALP) is an organization created by Hollander Development Corporation for the purpose of securing Low Income Housing Tax Credits (LIHTC) and mortgage financing through the Michigan State Housing Development Authority for The Creamery, a mixed use community development project; and
- B.** In connection with the allocation of low-income housing tax credits and/or the federally or Authority-aided financing for the project, Kalamazoo Creamery LHDALP is seeking a tax exemption pursuant to MCL 125.1415a (the "Act"); and a Payment in Lieu of Taxes is required to be eligible for LIHTC; and
- C.** Section 35-4 of the Kalamazoo City Code and State Law MCL 125.1415a provide that the City may allow owners of property developed and reserved for low-income individuals to make a PILOT to the City in the amount not to exceed the amount of tax which would be imposed on the property but for its exemption from taxation granted.

THEREFORE, IT IS RESOLVED that Kalamazoo Creamery LHDALP is deemed eligible for PILOT payments for the 29 affordable housing rental units at 1101 Portage Street (Parcel No. 06-22-434-008), subject to the following terms and conditions:

- 1.** The PILOT shall commence in January 2019 upon the LIHTC award closing and shall continue for as long as the Project is supported by a federally or

Authority-aided mortgage, or for fifty years, until December 31, 2069, whichever comes first, so long as Kalamazoo Creamery LHDALP maintains the units as certified and registered rentals serving as affordable housing; and

2. The PILOT shall be calculated at a rate of four percent (4 percent) of gross shelter rents for 29 units during this time period, pursuant to Section 35-4 of the Kalamazoo City Code; and
3. The PILOT will not become effective until the Michigan State Housing Development Authority ("MSHDA") notifies the City of Kalamazoo Assessor that it has approved the tax exemption starting in 2019 and that the exemption would permit the owners to make a PILOT; and
4. Construction will commence within one year from the date the PILOT becomes effective, and
5. Upon closing the award of LIHTC, the project ownership shall be established to be Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership.

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



June 26, 2018

Ms. Rebekah Kik
Director, Community Planning and Development
City of Kalamazoo Development Center
445 W. Michigan Avenue, Suite 101
Kalamazoo, MI 49007

Re: PILOT request for The Creamery – 1101 Portage St

Dear Ms. Kik:

Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership is submitting this proposal to be considered for a 4% payment in lieu of taxes (PILOT) on The Creamery development. Kalamazoo Creamery LHDALP is an organization created by Hollander Development Corporation for the purpose of securing Low Income Housing Tax Credits and mortgage financing through the Michigan State Housing Development Authority.

The Creamery is an aspirational community development project at 1101 Portage St. in the heart of Kalamazoo's Edison Neighborhood. The project will add affordable, high quality urban housing options for low and moderate-income households; boost economic development on the Portage Street corridor with new neighborhood- enhancing commercial storefronts; provide affordable and accessible childcare to the Edison Community; and achieve a nationally significant, transformational level of sustainable design.

The name of the project, The Creamery, derives from the historic use of the site. The Klover Gold Creamery delivered dairy products to the Kalamazoo community from the pre-war era through the 1980s.

The Creamery dovetails with ongoing efforts to revitalize the Portage Street corridor such as the Kalamazoo County Land Bank's Washington Square and Marketplace initiatives, Kalamazoo Farmer's Market expansion, Family Health Center, and Bronson Healthy Living Campus.

Kalamazoo's 2015 target market analysis and 2017 Master Plan demonstrate a strong community need for quality affordable housing and neighborhood-appropriate retail and commercial services. The Creamery will add forty-eight units of affordable housing to the area as well as provide low-cost space for local small businesses.

The project will address numerous needs outlined in the City of Kalamazoo's Imagine Kalamazoo 2025 process by redeveloping over 300 feet of brownfield along the Portage Street corridor into zero-setback, mixed-use, pedestrian scale retail, commercial and housing. It will incorporate indoor bicycle parking, rooftop green space, on-site solar energy, and public art. It will interface with Kalamazoo's multi-modal transportation infrastructure and prioritize neighborhood services in its retail and commercial spaces.

Truly a community project, The Creamery will leverage local social impact investment as part of its financing strategy in addition to state and federal development incentives. The Creamery is targeted for a late 2018 groundbreaking with homes and commercial spaces available in early 2020.

Description of How the Project Benefits Low-to-Moderate Income Households

Residences will consist of both "workforce housing" and affordable options, with a total of forty-eight apartments. Nineteen homes will be affordable to moderate income renters earning 80-120% of Kalamazoo County's area median income. The remaining twenty-nine homes will be rent and income restricted to households with incomes at or below 60% AMI. All residents will share the same amenities and unit types will be distributed equally. All units will be one or two-bedrooms.

According to the U.S. Department of Housing and Urban Development (HUD), "families who pay more than 30% of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care." By this metric nearly all existing and planned market rate, residential rental development in Kalamazoo is unaffordable to gainfully employed low to moderate income households.

Complex factors have driven construction costs upwards, while wage growth of the middle class has stagnated for over a decade. Moderate income households simply cannot pay rents high enough to support traditional mortgage structures for conventional apartments. Newer market rate apartments in Kalamazoo trend at \$1.70 per square foot or more. For an average 700 square foot, one-bedroom apartment this is nearly \$1,200/month. With all utilities included an individual would need to earn \$47,600/year for that unit to avoid housing cost burden. The Creamery will be able to provide the same square footage with comparable amenities to moderate income households for \$1.40/sf, or less than 85% of the cost.

Major local employers are engaged in efforts to convince employees to move closer to where they work, which would improve factors such as work-life balance, employee health, walkability, resiliency, and sense of place. Unfortunately, current housing stock is inadequate to provide options for many of these hard-working individuals and families who want to make a move.

Households earning 60% of area median income or less face truly desperate housing challenges. Under MSHDA guidelines, an individual in Kalamazoo County must earn less than \$26,520/year to qualify under this designation. \$774/month is the maximum allowable housing expense for a one-bedroom apartment at that income level under the Low Income Housing Tax Credit Program. According to the National Low Income Housing Coalition, over four million households in this category experienced housing cost burden in 2015.

YWCA Children's Center

YWCA Kalamazoo has recognized an extreme need for affordable and accessible childcare within the Edison Neighborhood. The high cost of childcare and the diminishing resources for subsidies puts quality childcare out of reach for many families, especially those who are low-income and single-parent families. To meet this need, YWCA Kalamazoo plans to deploy an Edison Neighborhood Children's Center in The Creamery. The center will provide two services – infant/toddler childcare in a traditional setting (meaning regular business hours and scheduled appointments) and 24-hour drop-in childcare for families who work second and third shifts or have emergency childcare needs.

The Children's Center will occupy approximately 5,800sf of the first floor of The Creamery, and the project team is dedicated to providing YWCA with a best in class facility.

Neighborhood-Scale Commercial

An additional 2,400 square feet along Portage Street will be reserved for commercial use. The Creamery will offer stepped rent on this space to attract unique, local businesses which fulfill needs expressed by the neighborhood and nearby employers. Wanted are a restaurant, retail store, or other business generating walk-in traffic.

Project Budget and Timeline

The Creamery is projected to have a total development cost of \$13.8M and a groundbreaking of Fall 2018. Construction will take up to 16 months and the building could be occupied by Winter 2019.

Estimate of Annual Shelter Rents

In year one, it is estimated that The Creamery's LIHTC units will generate a total of \$222,259 in Annual Shelter Rents using MSHDA's standard vacancy rate of 8%.

Evidence of Potential Financial Support from the Michigan State Housing Development Authority (MSHDA)

See attached correspondence with MSHDA.

If you would like additional information on this project, please contact Matt Hollander at (269) 352-5093 or matt@hollanderdevelopment.com.

Regards,



Matt Hollander, President

Schedule of Rent and Income Restrictions by Unit

Project: The Creamery

Sponsor: Hollander Development Corporation

Date: 7/25/18

No. of Units	Unit Type	Beds	Baths	Net Sq. Ft.	Rent	Utilities	Total Housing Expense	LIHTC or Workforce?	AMI	\$/SF	PILOT Eligible?	HOME Funds?
2	Apartment	1	1	683	\$ 562	\$ 67	\$ 629	LIHTC	48.7%	\$ 0.82	Yes	Yes
1	Apartment	2	1	1114	\$ 699	\$ 83	\$ 782	LIHTC	50.5%	\$ 0.63	Yes	Yes
19	Apartment	1	1	683	\$ 669	\$ 67	\$ 736	LIHTC	57.0%	\$ 0.98	Yes	No
2	Apartment	2	1	1078	\$ 800	\$ 83	\$ 883	LIHTC	57.0%	\$ 0.74	Yes	No
2	Apartment	2	1	1080	\$ 800	\$ 83	\$ 883	LIHTC	57.0%	\$ 0.74	Yes	No
1	Apartment	2	1	1114	\$ 800	\$ 83	\$ 883	LIHTC	57.0%	\$ 0.72	Yes	No
2	Apartment	2	1	1121	\$ 800	\$ 83	\$ 883	LIHTC	57.0%	\$ 0.71	Yes	No
13	Apartment	1	1	683	\$ 992	\$ 67	\$ 1,059	Workforce	82.1%	\$ 1.45	No	No
2	Apartment	1	1	842	\$ 1,160	\$ 67	\$ 1,227	Workforce	95.0%	\$ 1.38	No	No
4	Apartment	2	2	956	\$ 1,389	\$ 83	\$ 1,472	Workforce	95.0%	\$ 1.45	No	No



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, Resource Specialist

DATE: 7/23/2018

SUBJECT: Adoption of a corrective RESOLUTION accepting a Department of Natural Resources/Michigan Natural Resources Trust Fund Grant for Bronson Park Improvements, and rescinding Resolution No. 18-43.

RECOMMENDATION

It is recommended that the City Commission adopt a corrected 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 \$619,000 (67%), to accept terms of the agreement as received from the DNR, authorize the City Manager to sign all necessary documents, and rescind Resolution No. 18-43.

BACKGROUND

The rescinding of the earlier resolution No. 18-43 is due to an incorrect statement of the grant match amount as \$616,000 as opposed to the correct amount of \$619,000.

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

No additional fiscal impact will occur as a result of this correction.

ATTACHMENTS:

Type	Description
□ Resolution	Resolution

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, August 6 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 \$619,000, 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:

1. That the City accept the Grant and authorize and direct the City Manager to sign any related documents.
2. Resolution No. 18-43 adopted July 2, 2018 is rescinded and is of no effect.

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



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: Karianne F. Thomas, Public Safety Chief

PREPARED BY: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

SUBJECT: Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement

RECOMMENDATION

It is recommended that the City Commission approve and adopt the Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement and authorize the City Manager to sign the agreement.

BACKGROUND

The specialized services of a hazardous materials response team are above and beyond the normal response services provided by local fire departments. Specialized training and equipment are needed (and required) to mitigate hazardous materials spills and leaks. The Kalamazoo County Hazardous Materials Response Team (KCHMT) has proven to be a cost-effective and efficient means to protect the residents and visitors of Kalamazoo County.

The proposed agreement, (December 31, 2018-January 1, 2022) allows the partner agencies to ensure trained responders are available and equipped to respond to hazardous materials incidents. In addition, the agreement facilitates and coordinates the recovery of the cost of response activity to hazardous materials incidents as permitted by Section 20126a (M.C.L. 324.20126a) of the Michigan Natural Resources and Environmental Protection Act, (NREPA) Public Act 451 of 1994.

POLICY CONSIDERATIONS

None.

COMMUNITY RESOURCES CONSULTED

City of Kalamazoo
City of Portage
County of Kalamazoo
Charter Township of Kalamazoo

Charter Township of Oshtemo
Charter Township of Comstock
Charter Township of Texas
South Kalamazoo County Fire Authority
Charter Township of Cooper
Charleston Township
City of Galesburg
Pavilion Township
Ross/Augusta Fire Department
City of Parchment
Village of Richland
Richland Township
Alamo Township
Village of Climax
Climax Township

Each will receive approval through the governing bodies for approval of the agreement.

FISCAL IMPACT

Each participating agency will have to pay annual dues of \$1,400 which provides for the maintenance of hazardous materials response equipment and supplies. The annual dues will be paid for through the Public Safety general fund budget as approved by the City Commission.

ALTERNATIVES

The alternative to approving this agreement would be to establish an independent Kalamazoo Public Safety Hazardous Materials Response Team. This alternative is not recommended as it would be more costly and less efficient to have an independent response team.

ATTACHMENTS:

Type	Description
□	Agreement Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement

INTERGOVERNMENTAL FIRE PROTECTION HAZARDOUS MATERIALS INCIDENT RESPONSE AGREEMENT

This Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement, dated the 31 day of December, 2018, between the undersigned municipalities, is as follows:

WHEREAS, the specialized services of a hazardous materials response team are above and beyond the normal response services provided on a reciprocal basis under the provisions of the Mutual Aid Fire Agreement entered into by the parties; and

WHEREAS, there is a need to facilitate and coordinate the recovery of the cost of response activity to hazardous materials incidents as permitted by Section 20126a (M.C.L. 324.20126a) of the Michigan Natural Resources and Environmental Protection Act, (NREPA) Public Act 451 of 1994; and,

WHEREAS, each party desires to enhance and improve responses to hazardous materials incidents occurring within Kalamazoo County, and,

WHEREAS, 1951 P.A. 35, as amended, being MCL 124.1 *et seq.*, provides that municipalities may enter into cooperative agreements to provide services to and for each other; and,

WHEREAS, this Hazardous Materials Incident Response Agreement is intended to assist the undersigned municipalities in providing timely and efficient responses to hazardous materials incidents within Kalamazoo County.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, IT IS AGREED:

1. Definitions

- A. **Financial Custodian** means the custodian of response activity costs and annual dues as provided in paragraph 4 of this agreement.
- B. **Fire Chief** includes the fire chief, the fire chief's designated representative or such member of the fire department as is in charge of the fire department emergency and technical response personnel, or the chief of a public safety department or that official's designated representative.
- C. **Incident Management System:** The National Incident Management System (NIMS) required for managing a hazardous materials incident by state and federal regulation.
- D. **Member in Good Standing** means a municipality that has entered into this agreement and is current in the payment of dues and compliant with the obligations specified in this agreement.

- E. **KCHMT member** means an employee of a participating municipality who becomes a member of the Kalamazoo County Hazardous Materials Response Team, (KCHMT) as established pursuant to this agreement.
- F. **Participating Municipality** means a municipality that has entered into this agreement and is a member in good standing.
- G. **Recovery Costs** mean the costs associated with recovery of response activity costs as defined by this Agreement, including, but not limited to attorney fees, court filing fees, witness fees and other costs of litigation and collection.
- H. **Requesting Department:** The fire department serving a participating municipality in which the hazardous materials incident exists and that requests aid under this Agreement.
- I. **Responding Department:** Any and all fire departments serving a participating municipality that provide personnel (including personnel who respond as a member of the Kalamazoo County Hazardous Materials Response Team) or equipment under this Agreement. The Kalamazoo County Office of Emergency Management and responding EMS providers are included in this definition.
- J. **Response Activity** means evaluation, interim response activity, remedial action, demolition, or the taking of other actions necessary to protect the public health, safety, or welfare, or the environment or the natural resources consistent with the rules relating to the selection and implementation of response activity promulgated under the Michigan Natural Resources and Environmental Protection Act.
- K. **Response Activity Costs or Costs of Response Activity** means all costs incurred by the requesting department and all responding departments, including the KCHMT, in taking or conducting a response activity, including all costs, that a municipality may recover pursuant to Section 20126a of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20126a. These costs may include, but not be limited to, administrative fees assessed by the financial custodian to services provided relative to the collection of response activity costs, wages and/or salaries except for those employees who are already on duty and being paid; costs of vehicles responding at either the MEMAC reimbursement rate or another verified manner of calculating operating costs; costs of replacing equipment and supplies that are expended and not reusable; costs of decontaminating or cleaning equipment or other costs necessary to put that equipment back in service; costs of personnel support including, but not necessarily limited to, food, lodging, portable rest room facilities, or transportation; costs to rent, purchase or otherwise obtain equipment, supplies, or other material

necessary to mitigate the incident; costs to contract with specialized response personnel or organizations.

- L. **MEMAC Reimbursement Rate** means the reimbursement rates for apparatus and other equipment used to mitigate incidents contained in the Michigan Emergency Management Assistance Compact.

2. Kalamazoo County Hazardous Materials Response Team

- A. Participating municipalities agree to form and jointly operate the Kalamazoo County Hazardous Materials Response Team, (KCHMT) the purpose of which is to assist local fire departments by providing a trained, equipped team of on-scene support to the incident commander of the requesting department for the provision of response activity to a hazardous materials incident.
- B. The KCHMT shall be managed by an executive board as provided for in the by-laws.
- C. The executive board shall set all operating standards, policies and procedures and shall establish criteria for individual membership on the team.
- D. The executive board shall elect one member to serve as chair of the board and other such officers as may be required. Elected officers will serve a one-year term of office, corresponding to the fiscal year, and may serve consecutive terms.
- E. The KCHMT shall maintain By-laws, an Operations Manual and a listing of equipment owned by the team. An updated copy of each, along with a report of annual KCHMT activity shall be provided to any requesting municipality annually, by March 1.
- F. Response Procedures
 - 1. A Requesting Department may request the services of the KCHMT following dispatch and response procedures as outlined in the KCHMT Operations Manual.
 - 2. The KCHMT, when responding to an incident, shall operate within the Incident Management System put in place by the Requesting Department. Command of the incident shall remain with the Requesting Department.
 - 3. If a Responding Department's personnel arrive prior to the Requesting Department's units or personnel, the assisting personnel will establish "Incident Command" as prescribed in NIMS and proceed with emergency operations. Upon arrival of a command officer from the Requesting Department, "Incident Command" will be passed to the Requesting Department.

4. Assisting personnel and units will be released and returned to their jurisdiction as soon as practical.

3. Membership Dues

Each municipal fire department serving a participating municipality or municipalities will be required to pay annual dues in the amount of \$1,400.00 per fiscal year.

- A. The municipal fire departments will be invoiced not later than October 1 for dues for the next calendar year. The department will be in arrears if the dues are not received by January 1.

4. Custodian of Dues and Recovered Costs

- A. The County of Kalamazoo will be the custodian of all dues and costs recovered pursuant to paragraph 9 of this agreement. The dues and recovered costs shall be placed in separate accounts and maintained in accordance with standard municipal accounting procedures.

5. Geographical Area of Coverage

The KCHMT shall provide assistance to any Requesting Department within Kalamazoo County. The KCHMT may also provide assistance to municipalities adjoining Kalamazoo County in which there is a written mutual aid agreement. All requests for KCHMT assistance outside of Kalamazoo County must be made by a requesting department that is on scene of the incident, or the Battle Creek Hazmat Team.

6. Personnel and Equipment Standards

KCHMT members and equipment shall meet the following minimal levels of training or recognized industry standards:

- A. All KCHMT members shall be certified to the Hazardous Materials Technician level by a representative of the municipality employing the member. However, the executive board of the KCHMT may approve team membership for individuals certified to the Hazardous Materials Operations level if such membership has been determined to provide a benefit to the team.
- B. Equipment used shall comply with all applicable rules and regulations including, but not limited to, CFR 1910.120, MIOSHA Part 432, and standards adopted by the executive board.

7. Training and Medical Examinations

- A. KCHMT members shall meet all statutory and training requirements applicable to the team position being filled.
 - 1. The KCHMT will conduct regular training as approved by the Executive Board to allow KCHMT members to remain competent in necessary skills. KCHMT members are expected to comply with training requirements.
 - 2. KCHMT members who fail to maintain training requirements or required certifications, as established by the executive board of the KCHMT, may be removed from KCHMT membership by action of the executive board. Such action is not subject to appeal by the participating municipalities.
 - 3. Employees of the participating municipalities who are KCHMT members shall attend monthly training sessions of the team as part of their employment by the participating municipality that employs them.
- B. It is the responsibility of the participating member that is an employer of a KCHMT member to provide periodic physical examinations that meet the requirements of 29 CFR 1910.120. The frequency of these examinations may range from twelve to twenty-four months based on the recommendation of the physician. Prior to joining the KCHMT, KCHMT member applicants shall undergo a physical examination to identify any pre-existing medical conditions and to record baseline measurements that may change over time.

8. Liability and Mutual Release

- A. Each participating municipality providing KCHMT members to KCHMT shall be solely responsible for all costs and expenses associated with its employees who are KCHMT members and equipment utilized by its employees who are KCHMT members in responding to emergencies or participating in training under this Agreement, including without limitations, wages and fringe benefits, workers' compensation, disability or pension contributions, and the purchase, repair or maintenance of equipment and fire apparatus.
- B. Each participating municipality shall only be responsible for claims, demands, costs (including attorney fees) and damages, for death, bodily injury, or property damage arising directly from the acts or omissions of its individual personnel.
- C. Each participating municipality shall defend, indemnify and hold all other participating municipalities including the elected officials, agents and employees (hereinafter collectively as "Indemnatee") of the other participating municipalities harmless from all claims, demands, costs (including attorney's fees) and damages for death, bodily injury, or property damage arising directly from the acts or omissions of its individual personnel, employees or agents. Provided, however, that if such death, injury or damage is caused by personnel, employees or agents of multiple participating municipalities, each participating municipality shall then be responsible for its percentage of responsibility, and shall indemnify the other participating municipalities so that each pays in proportion to its responsibility.

- D. In providing the indemnification set forth above, the Indemnitor is not waiving any defense as is otherwise available to it by law, provided such defenses are also available and asserted by the Indemnitor for the benefit of the Indemnitee. The Indemnitor shall not be responsible for the indemnification obligation set forth above with respect to the Indemnitee to the extent that the Indemnitee has waived a defense that was otherwise available to it by law. The Indemnitor shall have the option to settle any claim, demand or liability on such terms as it shall determine.
- E. No fire fighter or emergency medical personnel from any Department shall be considered a drafted person of another Department when performing services in furtherance of this Agreement under MCL 123.401 through MCL 123.403.

9. Recovery or Reimbursement of Response Activity Costs

- A. As soon as practicable after providing response activity to a particular hazardous materials incident:
 - 1. The KCHMT executive board will submit an itemized statement of all response activity costs (excluding labor costs) incurred by the KCHMT in response to the particular incident to the Requesting Department, and provide a copy of such statement to each Responding Department and the County of Kalamazoo.
 - 2. Each Responding Department will submit an itemized statement of all response activity costs (including labor costs) incurred by the Responding Department in response to the particular incident to the Requesting Department, and provide a copy to all other Responding Departments, the KCHMT, and the County of Kalamazoo.
 - 3. The Requesting Department will submit an itemized statement of all recovery costs incurred by the Requesting Department pursuant to paragraph 9(C) below to all Responding Departments and the KCHMT prior to distribution of recovered costs pursuant to paragraph 9 (D) below.
- B. The Requesting Department will pay the response activity costs of the KCHMT with respect to materials owned and used by the KCHMT in connection with providing response activity to a particular hazardous materials incident within 30 days of receipt of the itemized statement from KCHMT or on a payment schedule agreed to by the Executive Board. The Requesting Department will be responsible for the payment of these costs irrespective of any recovery of response activity costs as provided in paragraph 9(C) below. The KCHMT will provide an accounting of all response activity costs paid to it by the Requesting Department pursuant to this paragraph to all Responding Departments and the County of Kalamazoo prior to distribution of recovered costs pursuant to paragraph 9 (D) below.

- C. Recovery of all response activity costs incurred by the Requesting Department, the KCHMT, and any Responding Department as provided by the Michigan Natural Resources and Environmental Protection Act (NREPA) will be the responsibility of the Requesting Department. The Requesting Department will be responsible for all recovery costs associated with recovery of the response activity costs. The obligation of the Requesting Department to recover response activity costs may be waived by a vote of at least two thirds of the executive board of the KCHMT upon a determination that the expense of cost recovery would not be cost effective. In that event, each participating municipality may elect to recover its own costs.
- D. All costs recovered by the Requesting Department as provided in paragraph C, will be deposited with the County of Kalamazoo as the custodian of such funds. Response activity costs will then be paid first to the KCHMT in accordance with its itemized statement, to the extent response activity costs of KCHMT have not been fully reimbursed by the Requesting Department as shown on the accounting for payment of same pursuant to paragraph 9 (B), above. The response activity costs of the Requesting Department and each Responding Departmental will then be paid from the remaining funds recovered. If the remaining funds recovered will not fully reimburse the Requesting Department and each Responding Department, then the remaining funds will be distributed to the Requesting Department and each Responding Department proportionate to the itemized statement prepared by each Department and each Department will be solely responsible for its unreimbursed costs.

10. Multiple Demands For Service

If any participating municipality is confronted with a simultaneous demand to assist a fire department of another governmental unit or respond to a fire/rescue call within that municipality's jurisdictional boundaries, the command officer in charge of that municipality's responding fire/rescue equipment and personnel shall have the discretion to deploy that equipment and personnel for their best utilization in the interest of public health, safety and welfare and with the recognition of that municipality's primary obligation to respond within its own jurisdiction.

11. Effect Upon Other Agreements

The participating municipalities have also entered into a Mutual Fire Protection Contract, dated March 6, 1987. That contract shall remain in effect and shall not be changed by this agreement.

12. Effective Date, Term, Dissolution, and Termination of Membership

This Agreement is effective as of December 31 2018, and shall continue in force until January 1, 2022, or dissolved by a majority vote of the governing bodies of the participating members. A participating member may terminate its membership with or without cause, upon thirty (30) days written notice to the other participating members. Such termination of membership shall not effectuate the dissolution of this agreement or the KCHMT.

IN WITNESS THEREOF, those parties hereto have executed this Agreement on the date indicated above.

CITY OF PORTAGE

By _____

Its _____

CITY OF KALAMAZOO

By _____

Its _____

CHARTER TOWNSHIP OF KALAMAZOO

By _____

Its _____

CHARTER TOWNSHIP OF OSHTEMO

By _____

Its _____

CHARTER TOWNSHIP OF COMSTOCK

By _____

Its _____

CHARTER TOWNSHIP OF TEXAS

By _____

Its _____

SOUTH KALAMAZOO COUNTY FIRE
AUTHORITY

By _____

Its _____

CHARTER TOWNSHIP OF COOPER

By _____

Its _____

CHARLESTON TOWNSHIP

By _____

Its _____

CITY OF GALESBURG

By _____

Its _____

PAVILION TOWNSHIP

By _____

Its _____

ROSS/AUGUSTA FIRE DEPARTMENT

By _____

Its _____

CLIMAX TOWNSHIP

By _____

Its _____

CITY OF PARCHMENT

By _____

Its _____

RICHLAND TOWNSHIP

By _____

Its _____

ALAMO TOWNSHIP

By _____

Its _____

COUNTY OF KALAMAZOO

By _____

Its _____

VILLAGE OF CLIMAX

By _____

Its _____

VILLAGE OF RICHLAND

By _____

Its _____



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: Rebekah Kik, Director, Community Planning and Economic Development

PREPARED BY: Marcy Dix, Grants Finance Officer, Community Planning and Economic Development

DATE: 7/16/2018

SUBJECT: Dissolving the historic Economic Opportunity Fund and repurposing this fund as the Business Development Fund

RECOMMENDATION

It is recommended that the City Commission dissolve the historic Economic Opportunity Fund (Fund 288), repurpose this fund as the Business Development Fund, collapse the fund's residual balances into the new Business Development Fund, and adopt the proposed guidelines for the Building Development Fund.

BACKGROUND

In October 1986, the City Commission approved the creation of the Economic Opportunity Fund (EOF) to support economic activities based on certain guidelines. In subsequent years, most EOF funds were expended, leaving only a fund balance of \$101,284 and one loan to the Kalamazoo Municipal Golf Association (KMGA). For the 2018 budget, \$1,500,000 in Foundation for Excellence funds were allocated to the EOF to be spent on economic development programs.

The restrictive nature of the EOF guidelines (attached) do not meet the current needs of economic development programs planned for FFE funds. It is recommended that the City Commission dissolve the historic EOF fund and repurpose this fund as the Business Development Fund (BDF). New guidelines for the Business Development Fund delineate the authority to approve expenditures at the thresholds listed below:

1. Assistance of \$50,000 or less will be approved by the CPED Director.
2. Assistance of \$50,001-\$100,000 will be approved by City Manager or designee.
3. Assistance over \$100,000 will be approved by the City Commission.
4. Any purchases of services or goods made by the city for a BDF project will follow the City's Purchasing Policy.
5. Any purchase of real estate will be approved by the City Commission, per the City Charter.

Procedures for reviewing and recommending applications for BDF assistance will be developed and implemented by CPED.

As of December 31, 2017, the EOF had a fund balance of \$101,284 and a note receivable and long term advance of \$55,093. It is recommend that these residual balances be collapsed into the new EOF fund.

COMMUNITY RESOURCES CONSULTED

The Business Development Fund aligns with the Strategic Vision, which is based on community input gathered throughout the Imagine Kalamazoo 2025 process. The BDF primarily aligns with the goal of, "Economic Vitality - A supportive infrastructure for growing businesses and stabilizing the local economy to the benefit of all." BDF resources will support projects that carry out these directions under the Economic Vitality goal:

- **BUSINESS OPPORTUNITIES** Develop and support a diverse mix of businesses and industries by and with residents that meet the needs of the neighborhood and attract the local workforce to encourage economic growth and stability
- **DOWNTOWN & CORRIDOR EXPERIENCE** Support the development of a downtown district and vibrant commercial corridors to meet the changing needs of our community
- **PROPERTY MANAGEMENT** Promote the revitalization and redevelopment of existing properties to encourage sustainable economic growth.

FISCAL IMPACT

The change will not require additional city or FFE funds, it will only make it easier for CPED staff to utilize existing funds to promote economic development.

ALTERNATIVES

The City Commission may elect not to approve the change in fund structure. This option would delay implementation of FFE-funded economic development incentives and is not recommended.

ATTACHMENTS:

Type	Description
Background Material	1986 Economic Opportunity Fund Guidelines
Background Material	Proposed Business Development Fund Guidelines

Economic Opportunity Fund Guidelines

Background

In 1984, the City Commission agreed to establish an Economic Opportunity Fund that would be used to generate and leverage private industrial and commercial development. The primary source of funds used to establish the Economic Opportunity Fund were Urban Development Action Grant loan repayments from the Hinman Skyrise Development Project. It is intended that the Economic Opportunity Fund serve as a revolving account with funds recycled for qualifying projects in the future.

Guidelines

The following guidelines are established with the understanding that the city should be in a position to offer Economic Opportunity Funds as it sees fit to promote economic development within the city of Kalamazoo. The Economic Opportunity Fund serves as an incentive program to offer support for projects that meet overall community and economic development needs. The final decision regarding the use of Economic Opportunity Funds to promote or support economic development activities will be made by the City Commission based on the following guidelines:

1. The City Commission will consider on a case-by-case basis requests for grants or interest-free or low-interest loans from the Economic Opportunity Fund as a means of helping those areas of the city most in need of job creation and retention and economic stabilization. Such requests will only be considered when an applicant demonstrates to the satisfaction of the commission's Economic Development Task Force that a project cannot proceed without such a grant or loan.
2. A maximum amount to be offered on a grant or interest-free or low-interest basis shall be dependent upon the resources available in the Economic Opportunity Fund at the time of the request. In determining the amount to be loaned, the city will consider probable increases in property taxes to be paid as a result of the project, as well as taxes to be paid by the business. Special consideration will be given for those expenses that an applicant incurs that are directly attributable to locating in the city of Kalamazoo.
3. Loans shall be repaid within five years, with the actual repayment schedule, terms, and collateral to be negotiated as part of the loan agreement.
4. There must be at least a 10-1 ratio of other investment to city investment. For example, if the city provides a \$50,000 loan for a project, there must be at least \$500,000 in other funds committed for the project. The city's funds will be released only after the applicant has received other financing from banks, SBA, etc.

5. Only projects located in targeted areas of the city will be eligible for grants or interest-free or low-interest loans. Targeted areas include Community Development Block Grant census tracts or industrial property that has been vacant or underutilized for at least five years.
6. The project must result in the creation of new employment opportunities or retention of existing employment.
7. Grant or loan funds may be used only to finance public improvements (utilities, streets, sidewalks, etc.) or for real property improvements to support business expansion or creation.
8. Recipients of grants or loans must make a commitment to continue operating the business at that location for at least five years. In the event that this commitment is not fulfilled, the recipient will be required to repay the then current interest rate on the entire amount of the grant or loan.
9. The City Commission may waive or otherwise amend these requirements if the commission determines that such a waiver is in the best interest of the city.

Inquiries regarding the city's Economic Opportunity Fund should be directed to the Economic Development and Planning Division at (616) 337-8044.

APPROVED BY THE CITY COMMISSION OCTOBER 13, 1986.

Business Development Fund Guidelines

Background

In 2018, the City Commission agreed to dissolve the historic Economic Opportunity Fund (Fund 288) and repurpose the fund, fund balance, and note receivable and long term advance to support the activities of the new Business Development Fund (BDF). The primary source of funds for the BDF is a \$1,500,000 Foundation For Excellence allocation in the 2018 budget. BDF funds may be used for loans, grants, or to pay for technical assistance for participating businesses. BDF funds may also be used to acquire, remediate, and prepare properties for redevelopment to promote economic development in the City of Kalamazoo.

Guidelines

The following guidelines establish the authority to approve BDF loans, grants, and other assistance at identified funding thresholds. All applications or requests for BDF assistance will be evaluated first by Community Planning and Economic Development (CPED) staff. Staff-recommended projects will be presented to the appropriate staff member or the City Commission, based on the amount of assistance recommended.

1. Assistance of \$50,000 or less will be approved by the CPED Director.
2. Assistance of \$50,001-\$100,000 will be approved by City Manager or designee.
3. Assistance over \$100,000 will be approved by the City Commission.
4. Any purchases of services or goods made by the city for a BDF project will follow the City's Purchasing Policy.
5. Any purchase of real estate will be approved by the City Commission, per the City Charter.

CPED will develop separate administrative procedures to carry out the work of the Business Development Fund.



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: 7/20/2018

SUBJECT: Vacate Heilman Court east of S. Burdick Street

RECOMMENDATION

It is recommended that the City Commission introduce a request to vacate Heilman Court east of S. Burdick Street, and hold action to the August 20, 2018 meeting.

BACKGROUND

The applicant for the request to vacate Heilman Court east of S. Burdick Street is the Bronson Healthcare Group. The street vacation is to allow Bronson to develop a new surface parking lot on John Street, which is part of the planned expansion of the hospital campus in this area of the City. A new medical office building is being considered by Bronson at the southeast corner of John Street and E. Vine Street. The site for the new building currently contains a surface parking lot for hospital use. The proposed parking lot would replace some of the parking that will be lost when the new building is constructed.

Heilman Court is a narrow, dead end street located east of S. Burdick Street. The eastern-most 100 feet of the Court is within the project area for the applicant's proposed parking lot. The applicant is requesting to vacate the entire length of Heilman Court from S. Burdick Street.

The applicant owns all of the land abutting the Court, with the exception of two parcels. The two excepted parcels, 907 S. Burdick Street and 110 Heilman Court, are owned by the Joldersma Klein Funeral Home at 917 S. Burdick Street. A portion of the funeral home's parking lot is located on 907 S. Burdick Street, and 110 Heilman Court is vacant and undeveloped. The parcels on Heilman Court that are owned by the applicant are vacant.

The City Street Vacation Policy indicates that when the property abutting a street to be vacated has different owners, each owner is entitled to receive one half of the street property upon which their property fronts. The funeral home has expressed interest in acquiring the south half of the street section which abuts their two parcels. If the street is vacated, the applicant and the funeral home owner will pay to the City the fair market value of the land according to their respective share. The City Assessor's office has determined that the total fair market value of the Court is \$4,000.00; \$3,045.00 would be paid by Bronson for their share of the Court, and \$955.00 would be paid by the funeral home for their share. The street property would then be deeded to the two

parties by the City and added to their parcels.

The Public Services and Public Safety Departments both indicated no objections to the street vacation request. They have no need for its continuation as a public street. The Public Services Department asked to be provided with an easement to access any underground utilities in the street for maintenance purposes. This would be a condition of the approval.

If Heilman Court is vacated, Bronson will include the east 100 feet of it in their new parking lot, and would hold the rest of it for possible future hospital development.

POLICY CONSIDERATIONS

The City Street Vacation Policy allows the vacation (abandonment) of un-needed public street property for the fair market value of the property. The street property is split in half and provided to each adjacent property owner as desired. It is possible for one property owner to obtain all the street property being vacated if the other abutting property owners do not want to acquire it. Easements are typically required for access to underground utilities in the street property.

COMMUNITY RESOURCES CONSULTED

The applicant spoke with the directors of the Edison and Vine neighborhood associations regarding the street vacation request and creation of the new parking lot. The directors provided no objections to the street vacation or parking lot, and did not request that the project be presented at one of their regular neighborhood association meetings. The applicant also spoke with neighbors adjacent to the project area to present the request and answer questions. Property owners and occupants located within 300 feet of the project area were mailed notices regarding the request and inviting them to the Planning Commission meeting, which was held on July 19, 2018. A notice was also published in the Kalamazoo Gazette. Several letters of support were received for the request, and copies of them are attached. There were no public comments voiced at the Planning Commission meeting. The Commission unanimously voted to recommend to the City Commission to approve the vacation of Heilman Court, with the utility easement condition.

FISCAL IMPACT

Heilman Court is no longer needed by the City as a public street. If it is vacated, the City will receive the fair market value for it, which is calculated to be \$4,000.00. It is possible that the applicant will pursue future development of the street property and abutting parcels they own, which will generate permit revenue and other fees for the City.

Heilman Court is included in the City's governmental infrastructure capital assets, with a carrying value of \$2,940. The vacation will provide proceeds of \$4,000 to the Local Streets fund, with a net gain of \$1,060 on the City's government-wide financial statements.

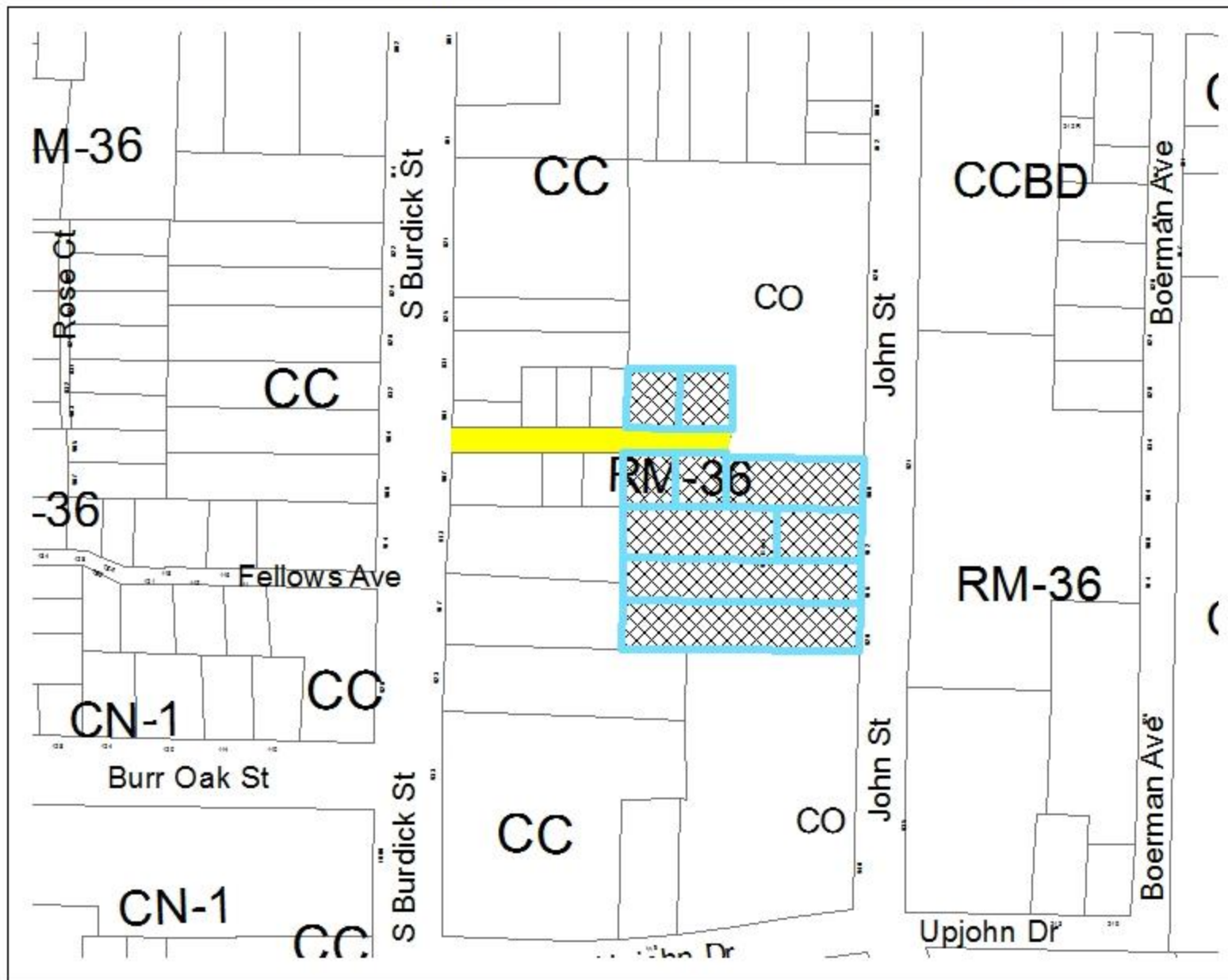
ALTERNATIVES

The City Commission has the option of not approving the street vacation request. If it is not approved, there will be a shortage of parking in the area for the hospital since the planned new building will displace some existing parking. It is recommended that the Commission approve the street vacation request.

ATTACHMENTS:

Type	Description
□ Map	Map of vacation area
□ Correspondence	Support letters
□ Resolution	Resolution

P.C. #2018.08 & P.C. 2018.09 - Special Use
 Permit for 9 parcels located at the southwest corner of E. Vine and
 John Street for a parking lot use. Also
 vacation of Heilman Court located east of S. Burdick Street.



Legend

CCBD - COMMERCIAL, CENTRAL
 BUSINESS
 CC - COMMERCIAL, COMMUNITY
 CN-1 - COMMERCIAL (LOCAL)
 NEIGHBORHOOD
 CO - COMMERCIAL, OFFICE
 RM-36 - RESIDENTIAL, MULTI-DWELLING



Special Use Permit
 Parcels



Proposed Area of
 Street Vacation



PERMIT FOR 9 PARCELS LOCATED AT THE SOUTHWEST
 CORNER OF E. VINE & JOHN STREET FOR A PARKING LOT
 USE. ALSO, VACATION OF HEILMAN CT.

0 87.5 175 350 Feet

Support letters



Hospital Hospitality House
of Southwest Michigan

South Street House
Business Office & Guest Services
527 W. South St.
Kalamazoo, MI 49007
(269) 341-7811
(269) 341-7817 Fax

Henson Avenue House
Guest Services
1800 Henson Ave.
Kalamazoo, MI 49048
(269) 488-3250
(269) 488-3257 Fax

July 5, 2018

City of Kalamazoo Planning Commission and Staff
415 Stockbridge Avenue
Kalamazoo, Michigan 49001

Dear City of Kalamazoo Planning Commission and Staff:

As we, The Hospital Hospitality House of Southwest Michigan, have embarked on the construction of our new facility located at 828 S. Burdick St., we wish to express our support of Bronson Healthcare Group's request for a Special Use Permit and the vacation of Heilman Court. As a neighboring property owner we encourage Bronson to continue their path of success and development that has continued to improve the surrounding community. We see many strengths to the vision plan that Bronson has proposed including:

- The overall plan appears to have been thoughtfully developed and these first two steps will enable smoother completion of the future plans with improved access to different areas of the campus
- Vacating Heilman Court could alleviate traffic congestion on Burdick St. making it easier and safer for our guests to access our facility.
- It supports revitalization of the neighborhood area and makes productive use of unused and underused properties.
- We can be assured that these redeveloped properties will be attractively designed and maintained as are all Bronson facilities.
- Adequate parking, and convenient and safe access to healthcare is important and a plus for our community; Bronson is a major asset in Kalamazoo.

We feel that Bronson Healthcare Group has been good stewards to the Kalamazoo community and will continue their positive impact by completing this proposed project and fulfilling their vision plan. The Hospital Hospitality House sees them as a vital partner and we will only benefit by their continued improvements in the surrounding area.

We hope you will look favorably upon this request and, on behalf of the hospital, appreciate your consideration.

Sincerely,

Judy Markusse Paget
Executive Director

Lisa Cariveau
Capital Campaign Chair

Erin Majka
Board President

cc: Gregory E. Milliken, Bronson Healthcare Group



Edison Business Association

816 Washington Avenue, Kalamazoo MI 49001

P: 269.382.0916 – E: edison@chartermi.net

July 9, 2018

City of Kalamazoo

Attention: Rachel Hughes-Nilsson, Chair and Planning Commissioners

241 W. South Street

Kalamazoo MI 49007

Dear Ms. Hughes-Nilsson, and Commissioners;

The Edison Business Association (EBA) is writing to support Bronson Hospital's new property development and the request for the variance on Heilman Court. We believe that these changes embrace the EBA mission: To improve business and industry in the Edison Neighborhood by developing community pride, collaborative projects and promote a safe working environment while encouraging neighborhood growth. It will further the goals of the EBA which are: 1.) To develop community pride and improve the image of the Edison Neighborhood by the promotion of clean-up and improvements of property. 2.) To promote new business and encourage the growth of existing business. 3.) To work with appropriate organizations and municipalities in order to minimize crime, improve safety, and to maintain ordinance/regulation compliance.

Bronson Hospital is a strong force in this neighborhood and a pillar in our community and we eagerly await the new construction's completion and are excited to see what they accomplish next.

Thank you for reviewing this letter. If you have any questions, or would like further clarification on anything please don't hesitate to contact me.

Sincerely,

Patricia A. Townsend

Board President

pattiabbi@aol.com

269-370-6211 mobile

cc: Christina Anderson, City Planner & Robert Bauckham, Senior Development Planner.

THE NEW VIC THEATRE

July 18, 2018

City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007

To Whom it May Concern:

I am writing to inform any interested parties of The New Vic Theatre's support of the proposed work in the Vine neighborhood.

We completely support the vision plan the representatives of Bronson Properties has shared with us. This includes a new surface parking lot and the vacation of Heilman Court.

The improvements Bronson Properties and Bronson Hospital have already made to the area of East Vine Street have done much to improve the look and feel of the neighborhood. The New Vic Theatre staff and board of directors are happy to support any proposed changes they wish to make to continue to improve the neighborhood while improving their ability to provide excellent healthcare to the greater Kalamazoo area.

If you have any questions, please call 381-3328 or email me at jenfurney@thenewvictheatre.org.

Sincerely yours,



Jennifer Furney



816 W ASHINGTON AVENUE
KALAMAZOO MI 49001
P: 269.382.0916
F: 269.382.3815
E: EDISON@CHARTERMI.NET
W: EDISONNEIGHBORHOOD.COM

July 2, 2018

City of Kalamazoo
Attn: Chair, Rachel Hughes-Nilsson and Planning Commissioners
241 W. South Street
Kalamazoo MI 49007

Dear Ms. Hughes-Nilsson, and Commissioners;

At the Edison Neighborhood Association (ENA) Board of Trustees meeting held June 28, 2018 the Board voted unanimously to write a letter in support of the Bronson Hospital's new campus parking ramp, buildings, and the vacation of Heilman Court on the south side of E. Vine Street. We feel that these changes will enhance the neighborhood's beautification efforts, encourage family friendly businesses and new resident homeowners to move into the area. It will also encourage and create jobs for people living in the surrounding area.

Bronson Hospital has always been a leader in innovation and forward thinking in construction. We are excited to see the new building, parking structure, and street after completion and give them our wholehearted support on this project.

Thank you for reviewing this letter. If you have any questions, or would like further clarification on anything please don't hesitate to contact me via the above contact information.

Sincerely,

Tammy Taylor
Executive Director

cc: Christina Anderson, City Planner
Robert Bauckham, Senior Development Planner.



814 SOUTH WESTNEDGE AVENUE
KALAMAZOO, MICHIGAN 49008
269.349.8463
www.vineneighborhood.org

June 19, 2018

Robert Bauckham
Senior Development Planner
415 Stockbridge Avenue
Kalamazoo MI 49001

Dear City of Kalamazoo Planning and Commission Staff:

I write to you today in support of the Special Use Permit and Street Vacation requests on behalf of the Bronson Healthcare Group. Although the majority of these efforts will occur in the Edison Neighborhood, the impact will most certainly be profoundly felt within the Vine neighborhood, and we view these exciting potential projects as being in line with our own neighborhood plan, and in harmony with our vision moving forward. Bronson has always been an anchor institution in our community, and we see this development as strengthening that commitment.

Thank you for your consideration,

Sincerely,

Stephen Walsh
Executive Director

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO.

A RESOLUTION VACATING HEILMAN COURT EAST OF SOUTH BURDICK 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 August 6, 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 Bronson Healthcare Group to vacate Heilman Court east of South Burdick Street.

C. The area adjacent to Heilman Court is vacant with the exception of a portion of a parking lot at 907 S. South Burdick Street owned by the Joldersma Klein Funeral Home.

D. The City provided Notice of the Public Hearing before the Planning Commission on vacating Heilman Court 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 the public court and located within three hundred (300) feet from any point on the boundary line of the public court.

E. A public hearing was held on July 19, 2018 by the Planning Commission where the public was able to provide testimony pertaining to the vacation of the public court.

F. The Planning Commission unanimously recommended that the City Commission vacate the public court and that it be provided to the owners of the abutting parcels on each side.

G. The City Commission finds that the Public Services Department and Department of Public Safety no longer require that Heilman Court east of South Burdick Street remain a public street.

H. The Public Services Department requires an easement be retained by the City for Heilman Court for access to the underground utilities in the street section for maintenance purposes.

I. Under City Commission policy, the owners of the property abutting Heilman Court have agreed to pay the \$4,000 fair market value of the vacated public street, each according to the portion of the court that it will receive as calculated by the City Assessor's Office.

J. 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 Heilman Court located east of South Burdick Street as set forth in this resolution.

THEREFORE, IT IS RESOLVED:

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

Land situated in the Section 22, Town 2 South, Range 11 West, more particularly described as follows: Commencing on the easterly line of South Burdick Street at its intersection with the southwest corner of Lot 153 on Den Bleykers Addition (also known as Bleykers Addition) to the Village, now City, of Kalamazoo, according to the plat thereof as recorded in Liber 1 of Plats, Page 49, as amended, Kalamazoo County Records; thence Northerly 50.55 feet along the east line of South Burdick Street to the south line of Heilman Court and the point of beginning for this description; thence Easterly 264.16 feet more or less along the south line of Heilman Court to a point being 132 feet West from the west line of John Street, said point being the southeast end of Heilman Court; thence northerly 24 feet more or less to a point on the north line of Heilman Court said point being the northeast end of Heilman Court, said point also being 132 feet West from the west line of John Street; thence Westerly 264 feet more or less along the north line of Heilman Court to the east line of South Burdick Street, said point being 8 feet North of the southwest corner of Lot 152 of said Plat; thence Southerly 24 feet more or less along the easterly line of South Burdick Street to the point of beginning.

2. The south half of the Heilman Court land area that abuts 907 S. Burdick Street and 110 Heilman Court is vacated and conveyed by quit claim deed to the Joldersma Klein Funeral Home for the sum of \$955.00 and combined with the two parcels, and the balance of the Heilman Court land area is vacated and conveyed by quit claim deed to Bronson Healthcare Group for the sum of \$3,045.00 and combined with the abutting parcels owned by Bronson Healthcare Group, both conveyances being subject to an easement retained by the City for the purposes of accessing and maintaining City water and sanitary sewer utilities in the vacated portion of street.

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

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



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: Rebekah Kik, Director, Community Planning and Economic Development

PREPARED BY: Eric Kemmer, Development Manager

SUBJECT: Acquisition of Tax Foreclosed Property Located at 501 North Westnedge Avenue

RECOMMENDATION

It is recommended that the City Commission follow the recommendation of City of Kalamazoo Brownfield Redevelopment Authority and adopt a resolution approving the acquisition of one tax foreclosed property parcel from the Kalamazoo County Treasurer under first right of refusal, in an amount not to exceed \$26,755.85. If acquired, the parcel would subsequently be transferred from the City to the BRA where environmental clean-up activities would occur.

BACKGROUND

The General Property Tax Act (PA123 of 1999) allows a City, under MCL 211.78m (1) to purchase a tax foreclosed property for the minimum bid which is defined in statute. Properties may be purchased from the Treasurer by the approval of the governing board and by completing an application and submitting it with the required payment amount.

Staff has reviewed the 2018 list of tax-foreclosed properties. Considering the size and type (residential, commercial, etc.) of property and the proximity of the properties to targeted redevelopment areas, the property of interest is:

- Closed auto repair/ fleet services shop in the Northside neighborhood

501 N Westnedge Ave – Parcel #06-16-429-002

COMMUNITY RESOURCES CONSULTED

The acquisition was discussed at the public Brownfield Redevelopment Authority board meeting. The acquisition also supports the goals of the Imagine Kalamazoo 2025 Master Plan.

FISCAL IMPACT

The purchase price of \$26,755.85 equals the base tax for years 2013 – 2017 plus interest and fees. If approved, the City will also become obligated to pay the 2018 summer tax bill of \$1,601.91 to the City Treasurer. These

costs are included in the FFE-supported Business Development Fund budget.

ALTERNATIVES

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

ATTACHMENTS:

	Type	Description
▣	Map	501 North Westnedge map and description
▣	Resolution	Resolution for 501 North Westnedge acquisition



Kalamazoo, MI Parcels Information Report

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.

Report Date: 5/29/2018

Parcel ID: 06-16-429-002

Taxpayer: JORDAN, ROBERT D

Property Address: 501 N WESTNEDGE AVE, KALAMAZOO,
MI 49007

Taxpayer (care of):

Taxpayer Address: 501 N WESTNEDGE AVE,
KALAMAZOO, MI 49007

Estimated Acreage: 0.463

Land Class: 201

Taxable Value: 57700

School District: 39010

Assessed Value: 57700

Homestead Pct: 0

Legal Description: The following described parcel located in Section 16 T2S R11W: Beg at the northwest corner of North Westnedge Avenue and Willard Street; th N 143.75ft along the west right-of-way line of North Westnedge Avenue; th W 140.25ft at a right angle to the west right-of-way line of North Westnedge Avenue; th S 143.75ft parallel to the west right-of-way line of North Westnedge Avenue to the north right-of-way line of Willard Street; th E 140.2ft along the north right-of-way line of Willard Street to the point of beginning. (Contains 20,161 sq ft of 0.4628 Acres)

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING PURCHASE OF TAX-FORECLOSED PROPERTY
FROM KALAMAZO COUNTY**

Minutes of a regular meeting of the City Commission of the city held on the August 6, 2018,
at 7:00 p.m., local time, at the City Hall.

PRESENT:

ABSENT:

RECITALS:

- A.** The General Property Tax Act (as amended by Act 123 of Public Acts 1999) allows a City, under MCL 211.78m(1) to purchase a tax foreclosed property for the minimum bid which is defined in statute.
- B.** The property, identified as Parcel No. 06-16-429-002, is located at 501 North Westnedge Avenue, is under the jurisdiction of the Kalamazoo County Treasurer and is available for acquisition under the provisions of MCL 211.78m(1). This property is more fully described as:
The following described parcel located in Section 16 T2S R11W: Beginning at the northwest corner of North Westnedge Avenue and Willard Street; thence North 143.75ft along the west right-of-way line of North Westnedge Avenue; thence West 140.25ft at a right angle to the west right-of-way line of North Westnedge Avenue; thence South 143.75ft parallel to the west right-of-way line of North Westnedge Avenue to the north right-of-way line of Willard Street; thence East 140.2ft along the north right-of-way line of Willard Street to the point of beginning. (Property)
- C.** The City of Kalamazoo desires to acquire the Property for purposes of brownfield redevelopment, neighborhood revitalization, and related public purposes.

THEREFORE IT IS RESOLVED:

- 1.** The City of Kalamazoo is authorized to make application to the Kalamazoo County Treasurer, for conveyance of the Property to the City of Kalamazoo for the minimum bid of the delinquent taxes in amount of \$26,755.85, plus any additional fees and interest, as required under MCL 211.78m(1).
- 2.** Further, the Kalamazoo City Commission authorizes the City of Kalamazoo Brownfield Redevelopment Authority (BRA) to receive the deed for the Property directly from the Kalamazoo County Treasurer for the purposes the BRA is authorized to make under Act 381 of Public Acts 1996.

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

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the city of Kalamazoo at a regular meeting held on August 6, 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



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: Rebekah Kik, Director, Community Planning and Economic Development

PREPARED BY: Pete Eldridge, Zoning Administrator, Community Planning and Economic Development

SUBJECT: Sale of City-owned vacant lot at 1213 John Street

RECOMMENDATION

It is recommended that the City Commission approve the sale of 1213 John Street to Alfredo and Linda Zuniga for \$120.00 and authorize the City Manager to sign all related documents.

BACKGROUND

This vacant lot is 50 feet in width with a depth of 75 feet. It was purchased through the delinquent tax reversion process of the state. This vacant lot will be combined with the developed property at 1221 John Street.

The \$120.00 is consistent with the amount the City charged for selling vacant lots in 2018 and this will also cover the recording fee for the deed. A prior Purchase Agreement was signed by Mr. and Mrs. Zuniga in the fall of 2016. However, the approval of the property sale was not finalized. Mr. and Mrs. Zuniga signed the revised Purchase Agreement on February 2, 2017.

FISCAL IMPACT

The property is held in the Housing Revolving Loans fund as assets held for resale with a carrying value of \$1,282.25. Vacant properties held by the Community Planning & Development Department with no intended community project will result in a tax liability to this department. There are also seasonal mowing costs.

With the sale of this property, this vacant lot will be returned to the tax rolls.

ALTERNATIVES

The City Commission may elect to deny the request to sell 1213 John Street. This alternative is not recommended as a key outcome of advertising this substandard lot as available for purchase by the adjacent property owner was to place this lot in the hands of a responsible property owner.

ATTACHMENTS:

	Type	Description
▢	Agreement	Purchase Agreement

PURCHASE AGREEMENT

This Agreement is entered into between ALFREDO ZUNIGA and LINDA ZUNIGA, husband and wife, whose address is 2200 East 410 North, Howe, Indiana, 46746-9627 ("Purchaser"), and the CITY OF KALAMAZOO, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("the City"), and

Recitals:

A. In 2007 the City acquired the vacant parcel of real estate from the State of Michigan, identified as Parcel No. 06-22-343-004, with the address of 1213 John Street ("Property").

B. Considering the number of vacant, abandoned or foreclosed homes throughout the community and the number of vacant lots on which it is difficult to build a home, the City adopted a policy to offer such smaller vacant lots to adjacent property owners.

C. Purchaser is the owner of property at 1221 John Street, which is adjacent to the Property. Purchaser has expressed a desire to purchase the Property from the City. The sale will serve the best interests of the City.

I. Purchaser and the City desire to enter into this Purchase Agreement ("Agreement") for the mutual benefit of both parties, subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. DESCRIPTION OF THE PROPERTY. The Property, as described above, is located in the CC zoning district and covers approximately .109 acres. The legal description for the Property is as follows:

That part of the Southwest 1/4 of Section 22, Town 2 South, Ranger 11 West, beginning on the east line of John Street 118 feet South of the south line of Lake Street; thence East 86.2 feet to the center line of a ditch (also at the westerly boundary line of Parcel No. 06-22-343-269); thence southeasterly along that center line 53.5 feet; thence West 104.2 feet to the east line of John Street; thence North 50 feet to place of beginning.

2. CONSIDERATION. Purchaser agrees to purchase the Property from the City for the sum of One Hundred Twenty Dollars (\$120.00) (the "Purchase Price"), and other good and valuable consideration as set forth in this Agreement. The City agrees to convey the Property by a covenant deed, in which the City

covenants that it has not done or suffered anything that would have encumbered the Property during its ownership, to Purchaser simultaneously upon receipt of the Purchase Price.

3. TITLE INSURANCE. At the sole option and expense of Purchaser they may obtain a commitment to issue an owner's title insurance policy insuring Purchaser ("Title Commitment"). The Title Commitment must be acceptable to Purchaser in the reasonable exercise of their sole discretion. The City shall provide any surveys, affidavits and certificates required by the title insurance company if Purchaser elects to have the title policy without exceptions or with additional endorsements. Purchaser is responsible for paying the premium for the title policy and any added premium charged for a policy without exceptions and any such additional endorsements.

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

4. INSPECTION. Once Purchaser has signed this Agreement, they or their agents, consultants, and designees ("Purchaser's Agents") may inspect the Property or conduct other investigations prior to the closing - unless a shorter time period is specifically noted in another provision of this Agreement. Those inspections or investigations include, without limitation, site inspections, environmental investigations, title review, survey review, and other investigations (collectively "Due Diligence Activities").

5. CITY'S REPRESENTATIONS AND WARRANTIES. To the best of its knowledge, the City represents and warrants to Purchaser, now and through the closing date, as follows:

A. There are no claims, legal proceedings or investigations by governmental entities relating to the Property, other than any lien against the Property for the costs incurred by the City in acquiring or improving the Property, which will be waived at closing.

B. There are no agreements, contracts, or leases, written or oral, which affect the Property in any manner other than this Agreement;

C. There is no pending or proposed special assessment affecting or which may affect the whole or any part of the Property.

6. CONTINGENCIES. The obligation of Purchaser to close the purchase of the Property is contingent upon:

- A. Purchaser's reasonable satisfaction with the results of any inspections, environment assessments/reports or other Due Diligent Activities done on their behalf regarding the Property;
- B. All representations and warranties of the City set forth in this Agreement remain true as of the closing date;
- C. The City has timely performed its obligations by the date of closing.

If any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 13, then Purchaser may terminate this Agreement by written notice to City.

7. ENVIRONMENTAL ASSESSMENT. Purchaser may, at their own expense and for their own benefit, conduct all appropriate environmental inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, (Act 451). If that inquiry identifies the Property as a facility, Purchaser shall complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environmental Quality ("MDEQ") as provided under Act 451 (collectively, Environmental Assessments). Purchaser shall also maintain on file a Due Care Plan.

8. CITY COMMITMENTS. The City agrees to complete the following:

- A. Provide copies of all available environmental reports for the Property. If there are any facts or conditions contained in the reports which are unacceptable to Purchaser they may terminate this Agreement by giving written notice to the City as provided in Paragraph 13.
- B. No official, board member, officer or employee of the City or the City is personally liable to Purchaser or its successor in interest upon a breach or default by the City for any amount payable to Purchaser or its successor or any obligation under this Agreement.

9. PURCHASER COMMITMENTS. Purchaser agrees that within a reasonable time after closing, not to exceed 60 days, file the necessary documents or information to combine the Property with their property at 1221 John Street into one parcel for tax purposes.

10. CLOSING. The closing shall occur within 60 days from the effective date of this Agreement under Paragraph 14, unless extended under Paragraph 13.

11. POSSESSION. Purchaser shall be entitled to sole and exclusive possession upon payment of the purchase price and receipt of the covenant deed to the Property.

12. TAXES. The Property is currently exempt from the payment of taxes. Beginning with December 31 of the year in which Purchaser acquired the Property, Purchaser shall be responsible for the taxes, if any, levied against the Property and the personal property located within the Property.

13. TERMINATION – CONDITION OF PROPERTY. Within ten (10) days following the receipt of documents from the City or the completion of Due Diligent Activities Purchaser will provide City written notice of a list of any unacceptable conditions or matters ("Defects") relating to the Property ("Defect Notice"). Thereafter, City shall have 10 days to notify Purchaser in writing whether or not it will cure any the Defects contained in the Defect Notice. Purchaser shall then have 10 days to elect to waive the Defects and proceed to closing, extend the closing for 30 days, or terminate the Agreement.

If written notice is not timely given to the City, Purchaser is considered to have accepted the Property in its "AS IS" condition and to have waived the right to terminate this Agreement under this Paragraph 13. If Purchaser notifies the City of their intent to terminate this Agreement in accordance with this Paragraph 13, neither party shall have any further rights or obligations under this Agreement.

14. CITY APPROVAL. The approval by the City Commission for the City of Kalamazoo is required before this Agreement is effective and binding. If that approval is not made within 90 days after Purchaser has signed this Agreement, this Agreement is considered to have expired.

15. SURVEY. City makes no representations or warranties regarding the boundary lines of the Property. Purchaser, at their option and expense, may obtain an ALTA survey of the Property ("Survey").

16. TIME IS OF THE ESSENCE. The parties agree that in all matters relating to this Agreement, time is of the essence.

17. MAINTENANCE AND CLOSURE. As long as Purchaser, or any entity in which Purchaser has a controlling interest, owns the Property, Purchaser agrees to continue to maintain the property in accordance with all applicable federal, state or local laws, ordinances, specifically to include building, housing or zoning codes.

18. NOTICES. Any notice or other communication under this Agreement by one party to the other shall be in writing, signed by an authorized representative and delivered in person or by certified mail, postage prepaid with return receipt requested to the following:

Purchaser:

Alfredo and Linda Zuniga
2200 East 410 North
Howe, IN 46746-9627

City:

City of Kalamazoo
ATTN: City Manager
241 West South Street
Kalamazoo, MI 49007

w/copies to the City Attorney at above
address

Each party shall notify the other of any changes in the address for the receipt of notices.

19. Real Estate Brokers. Neither party has retained the services of a real estate broker regarding this transaction. If a broker makes a claim for remuneration in connection with the Purchase, the party against whom the claim is made is responsible for paying any commission or other compensation for which the broker is entitled to receive.

20. Miscellaneous.

A. This Agreement shall bind and benefit the City, Purchaser and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

D. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the City and Purchaser to one another and express the entire understanding between them with respect to the Purchase. All prior and contemporaneous communications concerning the Purchase are merged in and replaced by this Agreement.

SIGNATURES OF PARTIES INTENTIONALLY ON NEXT PAGE

Dated: _____, 2018

City of Kalamazoo

By: _____

James K. Ritsema

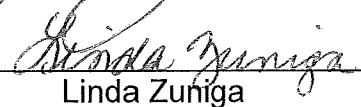
Its: City Manager

Dated: 2-17, 2018

Purchaser



Alfredo Zuniga



Linda Zuniga

Prepared by:

John W. Kneas

Assistant City Attorney

241 W. South Street

Kalamazoo, MI 49007-4707

(269) 337-8185



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: Rebekah Kik, Director, CP & ED

PREPARED BY: Pete Eldridge, Zoning Administrator, CP & ED

SUBJECT: Sale of City-owned vacant lot located at 1612 Charles Street

RECOMMENDATION

It is recommended that the City Commission approve the sale of the City-owned lot at 1612 Charles Street to Kalamazoo Valley Habitat for Humanity for \$120.00.

BACKGROUND

This vacant lot is 99 feet in width with a depth of 132 feet. The lot is located in Zone RS-5, Residential-Single Dwelling District. It was purchased through the delinquent tax reversion process of the state. The dilapidated dwelling was demolished in November of 2015.

The \$120.00 is consistent with the amount the City charged for selling vacant other vacant lots in 2018 and this will also cover the recording fee for the deed. This Redevelopment and Purchase Agreement stipulates that Kalamazoo Valley Habitat for Humanity will construction a single-family home on the lot within one year of the closing.

FISCAL IMPACT

Vacant properties held by the Community Planning & Development Department with no intended community project will result in a tax liability to this department. There are also seasonal mowing costs.

The property was purchased with grant funds. There is no current carrying value for this property and there will be no impact to the City's capital assets as a result of this sale.

ALTERNATIVES

The City Commission may elect to deny the request to sell 1612 Charles Street. This alternative is not recommended as the key outcome of acquiring this property was to eliminate the blight and maintain the residential character of the area. The dwelling unfortunately could not be rehabilitated but the partnership with Kalamazoo Valley Habitat for Humanity will result in a new home being constructed on the lot.

ATTACHMENTS:

	Type	Description
▣	Agreement	Redevelopment and Purchase Agreement

REDEVELOPMENT AND PURCHASE AGREEMENT

This Agreement is entered into between KALAMAZOO VALLEY HABITAT FOR HUMANITY, whose address is 1126 Gull Road, Kalamazoo Michigan 49048 ("Purchaser"), and the CITY OF KALAMAZOO, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("the City"), and

Recitals:

A. On July 7, 2009, the City acquired the parcel of real estate from the State of Michigan, identified as Parcel No. 06-14-401-022, with the address of 1612 Charles Street ("Property"). When the City purchased the Property it included a home, which was demolished November 20, 2015, due to its deteriorated condition.

B. The City was able to demolish the deteriorated home with use of State funding which has resulted in another vacant residential lot. However, the Property is a conforming buildable lot. The City desires to see a new home constructed on the Property and has searched for a suitable community partner to achieve this goal.

C. The Purchaser is a nonprofit with home ownership programs for individuals and family to help building and purchase affordable housing. The Purchaser has indicated this lot is suitable for their program and would construct a single-family dwelling on the site.

D. The City believes that Purchaser's acquisition and redevelopment of the Property will benefit the neighborhood, and thus serve the vital and best interests of the City and the health, safety and welfare of its residents.

E. Purchaser and the City desire to enter into this Redevelopment and Purchase Agreement (the "Agreement") for the mutual benefit of both parties, subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. DESCRIPTION OF THE PROPERTY. The Property is vacant and presently unimproved parcel of land located at 1612 Charles Street in the City and County of Kalamazoo, State of Michigan, and is more fully described as follows:

Phelps Addition, Lot 22, excluding the East 8 Rods and excluding the West 4 Rods. City of Kalamazoo according to the plat thereof as recorded in Liber 3 of Plats Page 21 in Kalamazoo County, Michigan. (Parcel No. 06-14-401-022)

2. CONSIDERATION. Purchaser agrees to purchase the Property from the City for the sum of one hundred and twenty Dollars (\$120.00) (the "Purchase Price"), and other

good and valuable consideration as set forth in this Agreement. The City agrees to convey good and marketable title to the Property by warranty deed (subject only to the exceptions that are permitted by this Agreement) to Purchaser simultaneously upon receipt of the Purchase Price, subject to the following terms and conditions of this Agreement

3. TITLE INSURANCE. At the sole option and expense of Purchaser it may obtain a commitment to issue an owner's title insurance policy insuring Purchaser ("Title Commitment"). The Title Commitment must be acceptable to Purchaser in the reasonable exercise of Purchaser's sole discretion. The City shall provide any surveys, affidavits and certificates required by the title insurance company if Purchaser elects to have the title policy without exceptions or with additional endorsements. Purchaser is responsible for paying the premium for the title policy and any added premium charged for a policy without exceptions and any such additional endorsements.

If Purchaser has obtained a Title Commitment, it shall notify the City within twenty (20) days after Purchaser's receipt of the Title Commitment whether there are any unacceptable issues ("Defects") regarding title for which City is responsible. The City shall remove each Defect for which it is responsible at its expense on or before the closing date. If the City fails or refuses to remove any Defect, then Purchaser may: (i) proceed to closing, waiving the Defect at issue; or (ii) terminate this Agreement by a written notice to City, in which case the Deposit shall be promptly returned to Purchaser, and neither City nor Purchaser shall have any further liability to the other under this Agreement.

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

4. INSPECTION. Purchaser and its agents, consultants, and designees ("Purchaser's Agents") may from time to time inspect the Property prior to the closing, and may enter the Property to perform the inspections referenced in this Agreement. Promptly upon City's acceptance of this Offer, City shall provide to Purchaser, or make available for review by Purchaser and/or Purchaser's agents, copies of any prior environment assessments, title commitments or surveys for the Property.

5. CITY'S REPRESENTATIONS AND WARRANTIES. To the best of its knowledge, the City represents and warrants to Purchaser, which representations and warranties shall be true to the closing date, as follows:

A. There are no claims, legal proceedings or investigations by governmental entities relating to the Property, other than any lien against the Property for the costs incurred by the City in acquiring or improving the Property, which will be waived at closing.

B. The Property is free and clear of all violations of applicable laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements.

C. There are no agreements, contracts, or leases, written or oral, which affect the Property in any manner other than this Agreement;

D. There is no pending or proposed special assessment affecting or which may affect the whole or any part of the Property; and

E. All necessary action to approve, execute, deliver, and perform this Agreement has been taken by City, and this Agreement is the valid and binding obligation of City, enforceable against City in accordance with its terms.

6. CONTINGENCIES. The obligation of Purchaser to close the purchase of the Property is contingent upon:

A. Purchaser's reasonable satisfaction with the results of its inspections, environment assessments/reports or other due diligent activities regarding the Property;

B. All representations and warranties of the City set forth in this Agreement being true as of the closing date;

C. The City having timely performed its obligations by the date of closing.

If any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 12, then Purchaser may terminate this Agreement by written notice to City.

7. PURCHASER COMMITMENT. As further consideration for this Agreement, Purchaser will obtain a Building Permit and commence with construction of a single-family dwelling in compliance with applicable City zoning requirements on the Property within one year of the closing.

8. ENVIRONMENTAL ASSESSMENT. Within 30 days from the effective date of this Agreement, Purchaser shall, at its own expense and for its own benefit, conduct all appropriate inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, (Act 451). If such inquiry identifies the Property as a facility, Purchaser shall complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environmental Quality ("MDEQ") as provided under Act 451 (collectively, Due Diligence Activities). Purchaser shall also maintain on file a Due Care Plan.

After completion of the Due Diligence Activities, Purchaser shall have 5 days to give written notice to the City of its election to terminate the Agreement. If written notice

is not timely given to the City Purchaser is considered to have accepted the Property in its "AS IS" condition. The closing shall then occur within the next 30 days (or within 60 days of the effective date of this Agreement), provided however, that all other contingencies under this Agreement have been met or completed. If the Purchaser notifies the City of its intent to terminate this Agreement in accordance with this Paragraph 8, neither party shall have any further rights or obligations under this Agreement.

9. CITY COMMITMENTS. The City agrees to complete the following:

A. Provide copies of all available environmental reports in its possession for the Property. If there are any facts or conditions contained in the reports which are unacceptable to Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice to the City as provided in Paragraph 8.

C. No official, board member, officer or employee of the City or the City is personally liable to Purchaser or its successor in interest upon a breach or default by the City for any amount payable to Purchaser or its successor or any obligation under this Agreement.

10. CLOSING. Subject to Paragraph 8, the closing shall occur on a date mutually agreed upon by the parties, but in no event later than 60 days from the effective date of this Agreement. Regardless of the preceding, Purchaser shall have the right to extend the closing date for up to an additional 30 days to complete necessary Due Diligence Activities or to attempt to satisfy contingencies. .

11. POSSESSION. Purchaser shall be entitled to sole and exclusive possession upon payment of the purchase price and receipt of the warranty deed to the Property.

12. TAXES. The Property is currently exempt from the payment of taxes. Beginning with December 31 of the year in which Purchaser acquired the Property, Purchaser shall be responsible for the taxes, if any, levied against the Property and the personal property located within the Property.

13. ENVIRONMENTAL CONCERNS. Purchaser, having the opportunity to conduct Due Diligence Activities regarding the Property, accepts the Property in "AS IS" condition. The City makes no representations regarding environmental hazards or liabilities on or relating to the Property. The City is under no obligation to perform any cleanup or other remedial action.

14. CITY APPROVAL. The approval by the City Commission for the City of Kalamazoo is required before this Agreement is effective and binding. If such approval is not made within 60 days after Purchaser has signed this Agreement, it shall be deemed null and void and of no force and effect.

15. SURVEY. Purchaser, at its option and expense, may obtain an ALTA survey of the Property ("Survey"). If there are any facts or conditions related to the Survey that adversely impact the Project, Purchaser shall provide notice to the City within 10 days after receipt of the survey, identifying in detail any unacceptable facts or conditions that Purchaser requests the City to cure. If the City is unable or unwilling to cure these facts or conditions within 30 days after receipt of the notice from Purchaser, Purchaser shall have the option to either (i) waive such defects and proceed to closing; or (ii) terminate this Agreement.

16. TIME IS OF THE ESSENCE. The parties agree that in all matters relating to this Agreement, time is of the essence.

17. MAINTENANCE AND CLOSURE. In the event that Purchaser, or any affiliate or subsidiary, shall terminate business operations on the Property, Purchaser agrees to continue to maintain the property in an attractive manner. Furthermore, Purchaser agrees to comply with applicable law with respect to environmental releases for which it is responsible.

18. NOTICES. Any notice or other communication under this Agreement by one party to the other shall be in writing, signed by an authorized representative and delivered in person or by certified mail, postage prepaid with return receipt requested to the following:

Purchaser: Kalamazoo Valley Habitat for Humanity
1126 Gull Road
Kalamazoo, MI 49048

City: City of Kalamazoo
ATTN: City Manager
241 West South Street
Kalamazoo, MI 49007

w/copies to the City Attorney

Each party shall notify the other of any changes in the address for the receipt of notices.

19. Real Estate Brokers. Neither party has retained the services of a real estate broker regarding this transaction. If a broker makes a claim for remuneration in connection with the Purchase, the party against whom the claim is made is responsible for paying any commission or other compensation for which the broker is entitled to receive.

20. Miscellaneous.

A. This Agreement shall bind and benefit the City, Purchaser and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

D. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the City and Purchaser to one another and express the entire understanding between them with respect to the Purchase. All prior and contemporaneous communications concerning the Purchase are merged in and replaced by this Agreement.

Dated: _____, 2018

City of Kalamazoo

By: _____

James K. Ritsema

Its: City Manager

Dated: 5/15, 2018

Kalamazoo Valley Habitat for Humanity

By:  _____

Charilyn Robertson

Its: Executive Director



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Clyde J. Robinson, City Attorney

DATE: 8/3/2018

SUBJECT: City of Parchment Water Supply Amendment

RECOMMENDATION

It is recommended that the City Commission approve a proposed agreement to provide potable water to the City of Parchment.

BACKGROUND

On July 29, 2018 Lt. Governor Brian Calley declared a State of Emergency owing to the fact that the City of Parchment water supply greatly exceeded acceptable levels of PFAS due to contamination impacting that City's wellfields. Fortunately, the City of Kalamazoo water system exists in close proximity to Parchment and a temporary connection was made to "flush" the Parchment system of its existing water. Steps were taken to prevent additional contaminated water from entering the Parchment water system and to prevent any backflow into the Kalamazoo water system.

In order to provide the customers of the Parchment potable water while a long term solution is considered and implemented, the City of Kalamazoo is willing to hook into the Parchment system at 3 points with master meters (and back-flow preventers). The City of Kalamazoo will be responsible for providing potable water, while the City of Parchment will continue to operate its distribution system.

The proposed water supply agreement has a term of one year and the City of Parchment will pay the cost of hooking its system to that of Kalamazoo's and will pay a bulk rate to Kalamazoo for the water supplied. Parchment will continue to bill its customers for their water use.

This is new arrangement for the City of Kalamazoo; although it supplied water service outside of its corporate boundaries, it does so on a retail basis, not on a wholesale or bulk rate basis, since it operates the entire water system. Our rate consultant has estimated that cost to provide water to Parchment for a year will be approximately \$216,000. If the water supply contract is approved by the City Commissions for both communities, a resolution will be presented to the Kalamazoo City Commission setting the exact rate for selling water to Parchment within the next 45-60 days.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

The estimated cost of the water supplied to Parchment for the next year is \$216,000, which will be recouped by Parchment billing its customers and paying the City of Kalamazoo on a quarterly basis, beginning November 1, 2018 for its metered use. The labor and material cost of hooking the two systems together will also be paid by Parchment at an estimated cost of \$300,000. These figures do not include the cost of the emergency response provided by Kalamazoo to Parchment in last July and early August.

ALTERNATIVES

The City Commission could decline to approve the proposed contract, but this is not recommended.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Proposed Water Supply Agreement

WATER SUPPLY AGREEMENT

This Agreement is entered into August _____, 2018 between the City of Kalamazoo ("Kalamazoo"), 241 W. South St., Kalamazoo, MI 49007 and the City of Parchment ("Parchment"), 650 S. Riverview Dr., Parchment, MI 49004, collectively referred to as the "Parties" or individually as a "Party", pursuant to the authority granted them by 1951 Public Act 35, MCL 124.1 et seq. and 1917 Public Act 34, MCL 123.141 et seq.

Recitals

Whereas, the Parchment municipal water system has been found to contain unacceptable levels of per- and polyfluoroalkyl substances (PFAS) which resulted in a State of Emergency being declared by the Lt. Governor of the State of Michigan on July 29, 2018; and

Whereas, Parchment and Kalamazoo share municipal boundaries; and

Whereas, the Kalamazoo municipal water system has the capacity and is available to supply Parchment with potable water;

Now therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other according to the provisions contained within this Agreement and as set forth as follows.

Terms & Conditions

1. Kalamazoo agrees to furnish and Parchment agrees to purchase and take a supply of potable water from Kalamazoo in accordance with the terms and conditions of this Agreement. Said supply of water shall be take place through metered connections located at:

- a) East G Avenue at or near the shared city limits of the Parties;
- b) Park Ave. and Orient Ave. at or near the shared city limits of the Parties;
- c) Spanish Rd. and Virginia Ave. at or near the shared city limits of the Parties

2. Kalamazoo shall provide and install, at the cost and expense of Parchment, the transmission mains, the meters, meter equipment measuring and controlling the said supply of water, and those appurtenances reasonably necessary to establish the above-listed metered connection locations. Such meters, meter equipment, valves and other appurtenances shall at all times be under the control of Kalamazoo. The properly authorized officers agents and representatives of Kalamazoo shall at all times have access to the meters and all of the associated facilities for the purpose of reading the meters and to examine, shut off and test the

same to ascertain whether or not they are in good condition and repair and make such repairs as may be necessary, the expense of any and all repairs to be borne by Parchment.

3. Kalamazoo will invoice Parchment on a quarterly basis for the amount of water supplied since the prior billing. The invoice for the first quarter will be issued by Kalamazoo on or about November 1, 2018 and then on or about the first of every three months thereafter (February, May, and August 2019). Parchment agrees to pay all invoices within 30 days of their issuance.

4. The charges for water furnished to Parchment for consumers within its municipal water system shall be at a rate using the utility basis of ratemaking fixed by Kalamazoo ordinance and subject to change by amendment at any time by action of the Kalamazoo City Commission.

5. Parchment agrees to appropriate sufficient funds as may be necessary to pay Kalamazoo for the water furnished under this Agreement. Parchment will be responsible for charging rates and collecting from its customers sufficient funds for the payment of water furnished to it by Kalamazoo.

6. Parchment agrees to maintain and operate, at its sole expense, its municipal water system in a state of good repair and provide a safe water supply throughout its system. Parchment agrees that it will not undertake or permit any action which may cause damage to or impair the integrity or safety of the Kalamazoo municipal water system and agrees that any proposed improvements, extensions, or connections to the Parchment municipal water system during the term of this Agreement will require the written approval of the Kalamazoo Public Service Department Director or his designee.

7. Kalamazoo reserves the right to make inspections of those Parchment municipal water system facilities which may affect the quality of water supplied to it and perform all necessary or required tests. Kalamazoo may adopt any protective or public health measures it deems advisable or desirable for the benefit of its water customers.

8. The water furnished under this Agreement shall be used for solely for supplying consumers of the Parchment municipal water system. Parchment may not permit any water furnished hereunder to be sold or used to supply any individual or entity outside the Parchment municipal water system without the specific approval of Kalamazoo.

9. Kalamazoo shall bear the responsibility for the water being supplied. Parchment shall bear the responsibility for maintaining the municipal water system infrastructure at all points beyond the meter connection locations and within its municipal water system.

10. Kalamazoo will not be responsible in damages for any interruption or failure to supply water and Parchment shall be solely responsible for any damage of any kind, nature and description which may arise as a result of making this Agreement or in the supply of water by Parchment to customers of its municipal water system; provided however, nothing in this Agreement is to be deemed or interpreted as a waiver by either Party of any immunity it may have from any action in tort claiming damages to person or property.

11. This Agreement shall not be assigned or transferred by either Party.

12. This Agreement shall not be amended, modified or altered by either Party except in writing and upon execution by each Party's authorized representative.

13. The term of this Agreement shall be in force and effect for a period of one year from the date hereof, unless sooner terminated as provided herein.

14. Either Party may, upon 30 days written notice, terminate this Agreement. Termination of this Agreement shall not release Parchment from its obligation to pay for all water supplied in accordance with and during the term of this Agreement.

Authorized Signatures

The authority of the official on behalf of the City of Kalamazoo to execute this agreement as evidenced by the authority of the City Commission given on the _____ day of August, 2018 and reflected in the minutes of said meeting.

The authority of the official on behalf of the City of Parchment to execute this agreement as evidenced by the authority of the City Commission given on the _____ day of August, 2018 and reflected in the minutes of said meeting.

CITY OF KALAMAZOO

CITY OF PARCHMENT

James K. Ritsema

City Manager

Robert D. Britigan III

Mayor