



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, November 5, 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: Bret Laird, Senior Pastor, Calvary Bible Church
2. Pledge of Allegiance
3. Introduction of Guests
 - a. Report on the Summer Youth Employment Program
4. Proclamations
 - a. CRPS Awareness Month

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

1. Public hearing to receive comments on a RESOLUTION amending the boundaries of Industrial Development District No. 95 to include additional property owned by Schupan & Sons at 4200 & 4233 Davis Creek Court. **(Action: Motion to adopt the resolution)**
2. Public hearing to receive comments on a RESOLUTION establishing an Industrial Development District around the perimeter of the parcels owned by Schupan & Sons, LLC at 2730 Millcork Street, 3100 Miller Road and 2900 Miller Road. **(Action: Motion to adopt the resolution)**

F. CONSENT AGENDA

(Action: Motion to approve Items "1-20"; hold Item "21" until November 19, 2018; and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a sole source purchase with Ferguson Waterworks for the Neptune AMI Gateway and Software package in the amount of \$187,766.34.

2. Approval of a two-year contract with Phoenix Outfitters, LLC for Public Safety uniforms in the amount of \$254,823.08.
3. Approval of a two-year term contract with Water Solutions Unlimited for the purchase of sodium hexametaphosphate in the amount of \$269,280.00.
4. Agreement with the United States Geological Survey for hydraulic modeling and flood inundation mapping for the Kalamazoo River, Portage Creek, and Axtell Creek in the amount of \$307,000.
5. Approval of a three-year contract with Best Way Disposal, Inc. to perform monthly residential brush collection during the months of April through October in the amount of \$334,110.
6. Approval of a one-year contract extension with Constellation New Energy – Gas Division, LLC for natural gas to be used to heat selected City facilities in the amount of \$500,000.
7. First reading of an ordinance to add *Chapter 50: Zoning* to City's Code of Ordinances and Repeal Section 6.1 of Appendix A Off-Street Parking and Loading; and schedule a public hearing on November 19, 2018.
8. First reading of an ordinance to rezone properties in the Northside Neighborhood as a step to implement the Northside Neighborhood Plan; and schedule a public hearing for November 19, 2018.
9. Adoption of a RESOLUTION authorizing the City Manager to sign a three-party Agreement for Services between the City of Kalamazoo, Foundation for Excellence, and Kalamazoo Community Foundation for a period of three years.
10. Adoption of a RESOLUTION scheduling a public hearing for November 19, 2018 regarding an application from Schupan & Sons, LLC for an Industrial Facilities Tax Exemption Certificate.
11. Adoption of a RESOLUTION accepting a grant from the Michigan State Historic Preservation Office (SHPO) Certified Local Governments (CLG) Grant Program in the amount of \$11,150 to be used to plan and implement a historic district commission training workshop for local and regional historic district commissions.

12. Adoption of a RESOLUTION setting a public hearing for December 3, 2018 regarding the Downtown Economic Growth Authority's proposed Tax Increment Financing (TIF) and Development Plans; and scheduling November 19, 2018 at 6:00 p.m. as an opportunity for taxing authorities levying taxes subject to capture under the TIF Plan to meet with the City Commission and provide comment and recommendations on the plan.
13. Adoption of a RESOLUTION recognizing Drive for Life Foundation as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.
14. Approval of a Service Agreement with BG West, LLC regarding the tax-exempt property on Alcott Street that will be occupied by the Michigan Department of Health and Human Services.
15. Approval of a two-year agreement with the Central County Transportation Authority to provide Public Safety services at the Kalamazoo Transportation Center and Metro Transit campus.
16. Acceptance of the 2018 Justice Assistance Grant award in the amount of \$92,200 from the U.S. Department of Justice.
17. Approval and acceptance of easements from Circle K for water main installed as part of the Circle K Construction Project at 4851 and 4921 South Sprinkle Road.
18. Approval and acceptance of an easement from Parkway Flats, LLC for water main & sanitary sewer installed as part of the Parkway Flats Project.
19. Approval of the Mayor's appointment and reappointment to boards and commissions:
 - the reappointment of **Carl Brown** to the Downtown Development Authority for a term expiring on March 31, 2022.
 - the appointment of **Nicole Sabel** to the Historic Preservation Commission for a term expiring on March 31, 2021.
20. Approval of the minutes from the City Commission meetings on October 1 and October 15, 2018.

21. Approval of the sale of 1109 N. Park Street to Jesus Rodriguez-Reyes and Leticia Rodriguez-Medina for \$120.00. *(Hold until November 19, 2018)*

G. REGULAR AGENDA

1. Adoption of a RESOLUTION creating the Northside Cultural Business District Authority. **(Action: Motion to adopt the resolution)**
2. Adoption of a RESOLUTION approving the Administrative Settlement Agreement and Order on Consent with the United States Environmental Protection Agency, Region 5 and the United States Department of Justice regarding that portion of the Allied Paper/Portage Creek/Kalamazoo River Superfund Site located in the City; and authorize the City Manager, or his designee, to sign the Agreement and any further documents associated with the Agreement and the City's responsibilities under it. **(Action: Motion to adopt the resolution)**

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS BY COMMISSIONERS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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.



Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

PREPARED BY: Shelby Moss, Deputy City Clerk

DATE: 9/27/2018

SUBJECT: Calendar of Upcoming Meetings

INFORMATIONAL ITEMS

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

ATTACHMENTS:

	Type	Description
▯	Meeting Schedule	20181105 Calendar of Meetings



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

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

November 19th and December 3rd

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

February 18th

Special Meeting

The City Commission will meet in special session on Monday, November 19, 2018 at 6:00 p.m. in the Community Room at City Hall. The purpose of the meeting is to provide an opportunity for the taxing jurisdictions levying taxes subject to capture under the proposed Downtown Economic Growth Authority (DEGA) Tax Increment Financing (TIF) Plan to provide recommendations, opinions, written communications or documentary evidence to the City Commission pertinent to the DEGA TIF Plan and Development Plan.

Advisory Boards, Commissions and Committees (next two weeks)

The **Tree Committee** will meet on Tuesday, November 6, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Traffic Board** will meet on Thursday, November 8, 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, November 8, 2018 at 6:30 p.m., in the Community Room at City Hall.

The **Parks and Recreation Advisory Board** will meet on Tuesday, November 13, 2018 at 5:20 p.m., at Woods Lake Park, located at 2718 Oakland Drive.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, November 13, 2018 at 7:00 p.m., in the Community Room at City Hall.

The **Economic Development Corporation** will meet on Thursday, November 15, 2018 at 7:30 a.m., in the Community Room at City Hall. The **Brownfield Redevelopment Authority** will meet immediately following.

The **Kalamazoo Municipal Golf Association** will meet on Thursday, November 15, 2018 at 12:00 p.m., in the clubhouse at Milham Park Golf Course, located at 4200 Lovers Lane.

The **Building Board of Appeals** will meet on Thursday, November 15, 2018 at 2:00 p.m., in the City Commission Chambers at City Hall.

The **Zoning Board of Appeals** will meet on Thursday, November 15, 2018 at 7:00 p.m., in the in the City Commission Chambers at City Hall.

The **Investment Committee of the Retirement System & Perpetual Care Investment Committee** will meet on Monday, November 19, 2018 at 8:00 a.m. in the Lawrence Conference Room at the Kalamazoo Community Foundation, located at 402 E. Michigan Avenue.

The **Downtown Development Authority** will meet on Monday, November 19, 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

PREPARED BY: Jerome R Kisscorni, Assistant City Manager

DATE: 10/3/2018

SUBJECT: Resolution to Amend Industrial Development District No.95 for Schupan & Sons, LLC

RECOMMENDATION

It is recommended that the City Commission adopt a resolution amending the boundaries of Industrial Development District No. 95 to include additional property owned by Schupan & Sons at 4200 & 4233 Davis Creek Court.

BACKGROUND

Schupan & Sons is considering the expansion of their manufacturing and Distribution facility located on Davis Creek Court. The proposed project would add an additional 40,000 square feet to their existing facility. The estimated investment cost of the project is \$4+ million.

The company currently employs 236 and would be adding 53 new jobs over a two year period.

POLICY CONSIDERATIONS

This development is in alignment with the 2025 Master Plan and is consistent with Strategic Vision goals of Economic Vitality and Environmental Responsibility.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation. Notice of the public hearing has been mailed to the property owner and affected taxing units, and a notice has been published in the Kalamazoo Gazette.

FISCAL IMPACT

The City Assessor's staff will complete a fiscal impact analysis based upon the company's PA 198 tax exemption certificate application once it is submitted to the city and brought forward for City Commission consideration. Subsequent memoranda and attachments from staff will contain this fiscal impact information.

ALTERNATIVES

· The City Commission could choose not to approve the resolution to set the public hearing to consider amending Industrial development District No. 95.

·The City Commission could choose to approve with specific boundary recommendations. The City Commission could choose to approve setting the public hearing on November 5, 2018 as recommended.

ATTACHMENTS:

Type	Description
▢ Resolution	Resolution Amending IDD #95
▢ Map	Map - Original
▢ Map	Map - Amended

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION AMENDING LEGAL DESCRIPTION FOR KALAMAZOO
INDUSTRIAL DEVELOPMENT DISTRICT NO. 95**

Minutes of a regular meeting of the City Commission of the City held on November 5, 2018, at or after 7:00 p.m., local time, at City Hall.

PRESENT: Commissioners:

ABSENT: Commissioners:

A. On this date the City Commission held a public hearing under a resolution adopted on October 15, 2018 and notice of which was provided for the purpose of reviewing the request of SCHUPAN & SONS, INC, to amend the legal description for Industrial Development District No.95 (IDD #95) to reflect additional property it acquired in the City of Kalamazoo that abuts the property that originally comprised IDD #95.

B. The public hearing was held to provide the owners of the land and any resident or taxpayer the opportunity to appear and testify, either orally or in writing, about the requested designation of the Industrial Development District as required under 1974 PA 198, MCL Sec. 207.551, et seq.

C. The City Commission considered those comments and information, and finds that the application and designation meet all of the pre-requisites of the cited Act.

THEREFORE, IT IS RESOLVED, that the following described property amends the legal description for Kalamazoo Industrial Development District No. 95 as follows:

Parcels of land situated in Section 36, Town 2 South, Range 11 West, City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

A parcel of land located in the West ½ of the Southeast ¼ of Section 36 T 2 S, R 11 W, and being more particularly described as follows: Commencing at the South ¼ post of Section 36, T 2 S, R 11 W; thence North 89°55'04" East along the south line of said Section, 435.00 feet; thence North 00° 06' 22" West, 704.01 feet for the point of beginning of the parcel hereinafter described; thence North 89° 55'04" East, 891.28ft; thence North 00° 11'07" West along the east line of the West ½ of the Southeast ¼ of said Section, 479.36 feet; thence West 20.00 feet to the east line of Davis Creek Court; thence North along the east line of Davis Creek Court, 744.56 feet more-or-less, to the south line of

Covington Road; thence South 77° 33'18" West along the southerly line of Covington Road, 552.78 feet more-or-less; thence along a curve to the left, 96.36 feet, said curve having a radius of 1112.92 feet and chord bearing and distance of South 75°02'31" West, 96.33ft; thence South 00°07'46" East, 621.71 feet (also measured as South 00°06'22" East, 621.55 feet); thence South 89°53'14" West (also measured as South 89°54'37" West), 236.98 feet; thence South 00°06' 59" East, 455.01 feet to the place of beginning.

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 November 5, 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



Parcels

Parcel Number

Street Name

Address



October 3, 2018

Original Industrial Development District (IDD) 95

Parcel numbers: part of 06-36-49-003, 06-36-453-002, 06-36-418-002

Property Addresses: part of 4200 Davis Creek Ct, 4180 Davis Creek Ct, 3500 Covington Rd

Covington Rd

Covington Rd

Davis Creek Ct

06-36-384-010

06-36-455-001

06-36-451-003

06-36-418-002

06-36-453-002

06-36-459-003

06-36-440-001

06-36-445-001

06-36-475-001

0 100 200 400 600 800 1,000 1,200 Feet



Parcels

Parcel Number

Street Name

Address

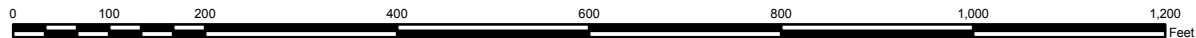
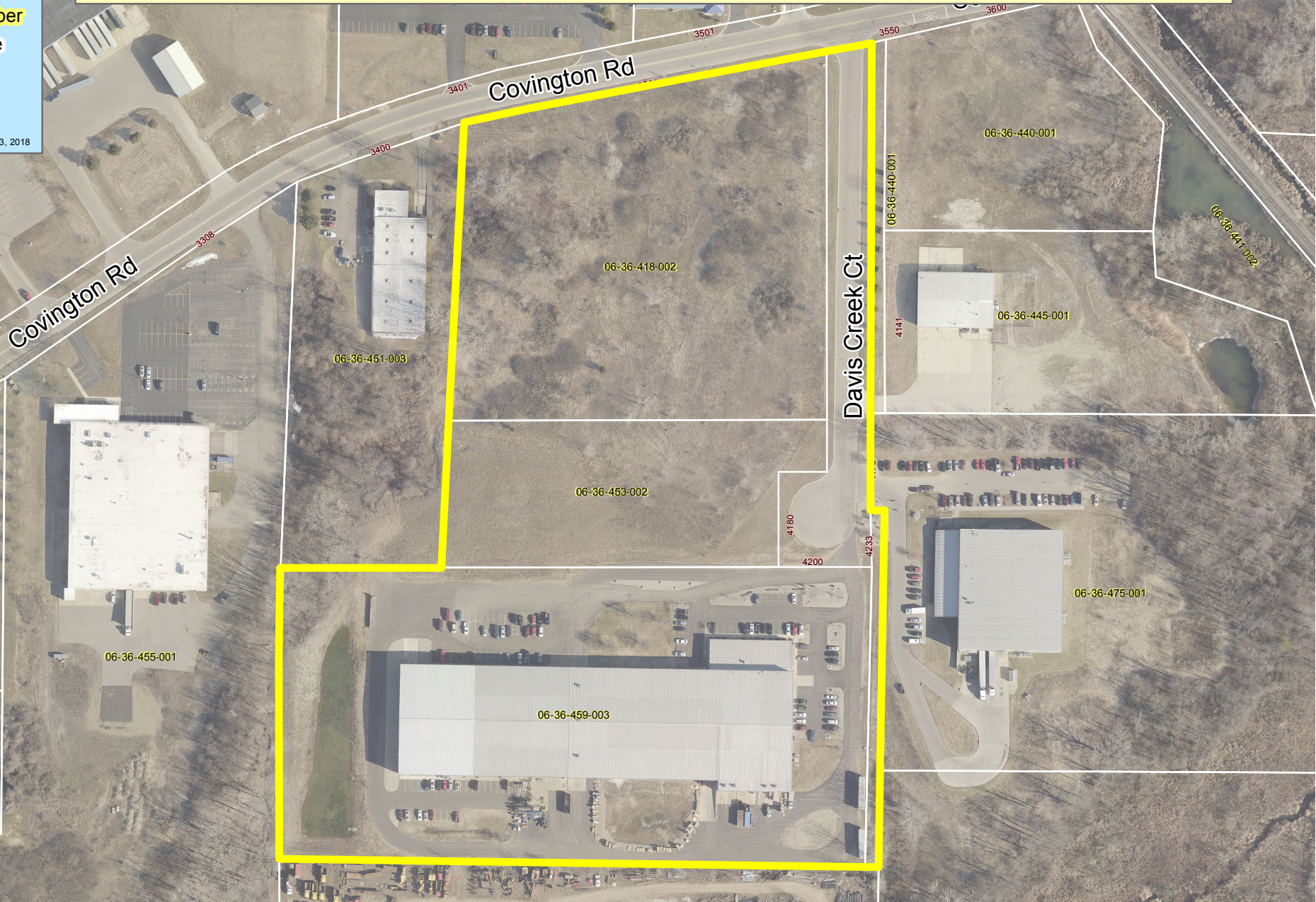


October 3, 2018

Proposed Amended Industrial Development District (IDD) 95

Parcel numbers: 06-36-49-003, 06-36-453-002, 06-36-418-002, part of 06-36-480-001

Property Addresses: 4200 Davis Creek Ct, 4180 Davis Creek Ct, 3500 Covington Rd, part of 4233 Davis Creek Ct





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: Jerome R Kisscorni, Assistant City Manager

DATE: 10/3/2018

SUBJECT: Resolution Establishing Industrial Development District #130 for Schupan & Sons, LLC.

RECOMMENDATION

It is recommended that the City Commission adopt a resolution establishing an Industrial Development District (IDD) around the perimeter of the parcels owned by Schupan & Sons, LLC at 2730 Millcork Street, 3100 Miller Road and 2900 Miller Road.

BACKGROUND

Schupan & Sons are considering the expansion of their Electronics Recycling Division located on Millcork Street. The proposed project would expand their existing facility from 28,000 square feet to 79,200 square feet at an estimated cost of \$3.2 million to \$3.4 million. The company's recycling business has grown from 2 employees five years ago to 70 employees today. The proposed expansion would add 10 new jobs over three years.

POLICY CONSIDERATIONS

This development is in alignment with the 2025 Master Plan and is consistent with Strategic Vision goals of Economic Vitality and Environmental Responsibility.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation. Notice of the public hearing has been mailed to the property owner and affected taxing units, and a notice has been published in the Kalamazoo Gazette.

FISCAL IMPACT

The City Assessor's staff will complete a fiscal impact analysis based upon the company's PA198 tax exemption certificate application once it is submitted to the City and brought forward for City Commission consideration. Subsequent memoranda and attachments from staff will contain this fiscal impact information.

ALTERNATIVES

· The City Commission could choose not to approve the resolution to set the public hearing to consider Schupan & Sons, LLC Industrial Development District.

- The City Commission could choose to approve with specific boundary recommendations.
- The City Commission could choose to approve the Industrial Development District, as recommended.

ATTACHMENTS:

	Type	Description
▣	Resolution	Resolution Establishing IDD #130
▣	Map	Map

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION DESIGNATING KALAMAZOO INDUSTRIAL
DEVELOPMENT DISTRICT NO. 130**

Minutes of a regular meeting of the City Commission of the City held on November 5, 2018, at or after 7:00 p.m., local time, at City Hall.

PRESENT: Commissioners:

ABSENT: Commissioners:

A. On this date the City Commission held a public hearing under a resolution adopted on October 15, 2018 and notice of which was provided for the purpose of reviewing the request of SCHUPAN HOLDINGS – MILLCORK, LLC, to establish an Industrial Development District for three (3) parcels of land it owns in the City.

B. The public hearing was held to provide the owners of the land and any resident or taxpayer the opportunity to appear and testify, either orally or in writing, about the requested designation of the Industrial Development District as required under 1974 PA 198, MCL Sec. 207.551, et seq.

C. The City Commission considered those comments and information, and finds that the application and designation meet all of the pre-requisites of the cited Act.

THEREFORE, IT IS RESOLVED, that the following described property is designated as Kalamazoo Industrial Development District No. 130:

Parcels of land situated in Section 25, Town 2 South, Range 11 West, City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows.

Commencing at the South 1/4 post of Section 25, Town 2 South Range 11 West; thence North along the North & South 1/4 line 1327.15ft to the northwest corner of Lot 4 of the PLAT OF MILLCORK INDUSTRIAL PARK, Liber 30 of Plats Page 21, for the point of beginning; thence North 89 degrees 50 minutes 15 seconds West 338.07 feet along the south line of the North 1/2 of the Southwest 1/4 of Section 25; thence South 89 degrees 42 minutes 30 seconds West 901.84 feet along the south line of the North 1/2 of the Southwest 1/4 of Section 25 to the easterly right-of-way line of the Grand Trunk Railroad; thence North 05 degrees 16 minutes 00 seconds East 3.41 feet along the easterly right-of-way line of the Grand Trunk Railroad; thence South 89 degrees 41 minutes 20 seconds

East 300.00 feet parallel with East & West 1/4 line of Section 25; thence North 00 degrees 18 minutes 40 seconds East 200 feet; thence North 89 degrees 41 minutes 20 seconds West 319.53 feet parallel with the East & West 1/4 line of Section 25 to the easterly right-of-way line of the Grand Trunk Railroad; thence North 05 degrees 16 minutes 00 seconds West 745.54 feet; thence North 50 degrees 51 minutes 00 seconds East 32.80 feet; thence North 13 degrees 27 minutes 00 seconds East 57.80 feet; thence North 12 degrees 59 minutes 40 seconds East 313.25 feet to the East & West 1/4 line; thence South 89 degrees 41 minutes 20 seconds East 1220.82 feet along the East & West 1/4 line of Section 25 to the center post of Section 25; thence South 1231.41 feet more-or-less along the North & South 1/4 line to a point 96.00 feet North of the point of beginning; thence South 89 degrees 58 minutes 50 seconds East 265.12 feet; thence Southeasterly 104.39 feet along the westerly line of Millcork Street along a curve to the left with a radius of 419.07 feet and a chord bearing South 22 degrees 46 minutes 46 seconds East 104.12ft, to the Northeast corner of Lot 4 of the PLAT OF MILLCORK INDUSTRIAL PARK, Liber 30 of Plats Page 21; thence North 89 degrees 58 minutes 50 seconds West 305.44 feet to the point of beginning.

The above description is for the parcels commonly known as 2900 Miller Road (Parcel No. 06-25-332-001); 3100 Miller Road (Parcel No. 06-25-334-001) and 2730 Millcork Street (Parcel No. 06-25-344-001).

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 November 5, 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



Parcels
Parcel Number
Street Name
Address

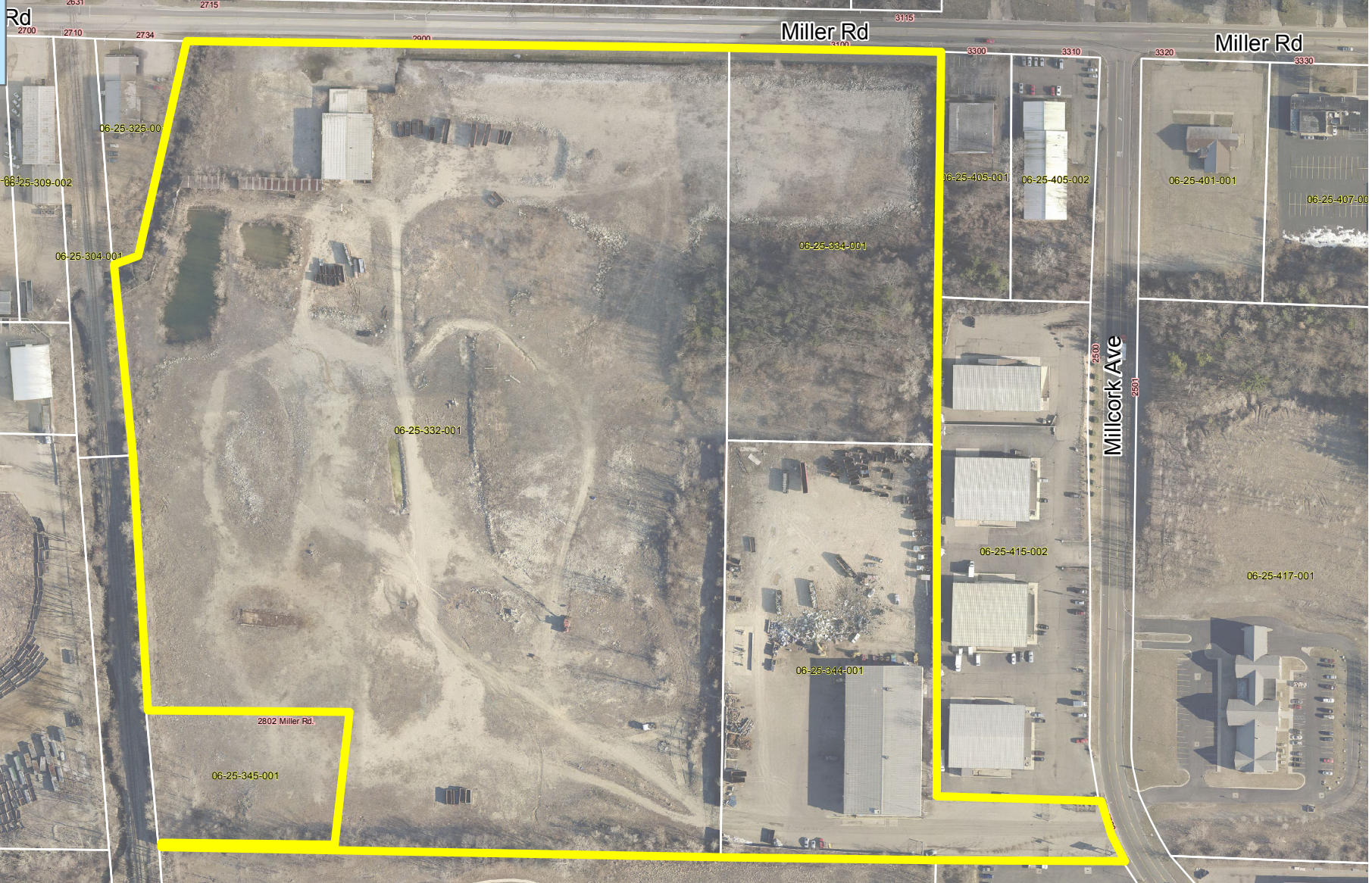


October 3, 2018

Proposed Industrial Development District (IDD) 130

Parcel numbers: 06-25-344-001, 06-25-332-001, 06-25-334-001

Property Addresses: 2730 Millcork Street, 2900 Miller Road, 3100 Miller Road



0 100 200 400 600 800 1,000 1,200 1,400 Feet

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.



Commission Agenda Report

City of Kalamazoo

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

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

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

PREPARED BY: Stephen A. Skalski, PE, Assistant City Engineer – Water Resources

DATE: 10/11/2018

SUBJECT: Neptune AMI Gateway and Software Bid Ref #000-00-018.80

RECOMMENDATION

It is recommended that the Commission approve a sole source purchase with Ferguson Waterworks for the Neptune AMI Gateway and Software package in the amount of \$187,766.34.

BACKGROUND

At the start of 2018, the City initiated a pilot study for installing Neptune Smart Meters and an AMI Gateway to collect the water meter reads for approximately 70 customers. After reviewing the data collected, Water Resources would like to move forward with a system wide installation using a phased approach. The first phase is the installation of additional gateways along with a hosting agreement for one year with Neptune. This first phase will allow the City to obtain reads for all new smart meters installed system wide. Subsequent phases would include the systematic replacement of all meters with Neptune Smart Meters.

Public Services requested a quote from Ferguson Waterworks, who is the sole source supplier for all Neptune products in our area, for a quote to supply and install the necessary gateway equipment. Ferguson Waterworks quoted a total cost of \$187,766.34 for the equipment and installation. Public Services thinks this cost is very reasonable and recommends approval of the contract.

COMMUNITY RESOURCES CONSULTED

No community resources were consulted for this project.

FISCAL IMPACT

The funding for the project is available in the City's 2018 Water Capital Improvement Budgets, code wat0700012. Project funding and estimated costs are as follows:

Funding:	
2018 Water Capital	<u>\$187,766.34</u>
	\$187,766.34

Costs:

\$187,766.34

\$187,766.34

ALTERNATIVES

The City could choose not to proceed with the installation of new gateway collectors, but this would require the continued dependence on outside contracted meter readers, which has proved to be highly unreliable and not recommended.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Proposal



Meter & Automation Group

Sept. 19, 2018

Mr. Steve Skalski
Assistant City Engineer, City of Kalamazoo
415 Stockbridge Avenue
Kalamazoo, MI 49001

Re: City of Kalamazoo Neptune AMI Gateway and Software Proposal

Dear Mr. Skalski,

Please review the below proposal to install 7 Neptune R900 Gateways on existing Kalamazoo assets where site surveys have been completed. Also included in the proposal is the N_Sight Plus Hosted Software and 5 R900 Beltclip Transceivers.

Item	quantity	Price	Total
R900 GATEWAY	7	\$8666.67	\$60,666.69
R900 GATEWAY INSTALLATION	7	\$14,000.00	\$98,000.00
R900 BELTCLIP TRANSCEIVER	5	\$2,333.33	\$11,666.65
MRX MOBILE DATA COLLECTOR	1	\$7,433.00	\$7,433.00
N_SIGHT PLUS HOSTING SOFTWARE (year 1)*	5000	\$2.00	\$10,000.00

*Years 2 and 3 will be billed based on actual endpoints installed (Minimum 5000)

Estimated Timeline:

If this proposal is accepted by the City, we feel that we would be able to have the program up and running within eight to ten weeks.

Thank you very much for your interest in continuing this partnership! Please let me know if you have any questions at all.

Sincerely,

Stephen Daniell
AMI Specialist
Ferguson Waterworks
Meter and Automation

799 E. Whitcomb
Madison Heights, MI 48071



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: 10/25/2018

SUBJECT: Public Safety Uniform Contract Bid Ref# 200-72-034.0

RECOMMENDATION

It is recommended that the City Commission approve a two-year uniform contract with Phoenix Outfitters, LLC – 1619 Commerce Road, Springfield, OH 45504 in the amount of \$254,823.08.

BACKGROUND

Public Safety provides its employees with complete uniforms, which they wear during the course of their workday. Due to the physical nature of police and firefighting activities, these articles of clothing are frequently damaged or worn out, requiring replacement. The competitive bid process was utilized to solicit quotes from qualified uniform vendors. A bid opening was held on September 28, 2018 and two companies responded to the Invitation for Bid as prepared and distributed by the City of Kalamazoo Purchasing Department. In accordance with City of Kalamazoo Purchasing Policies, each bid response was reviewed for completeness and the low bid which meets the specifications was awarded the contract. In this instance, Phoenix Safety Outfitters, LLC was the low bidder.

POLICY CONSIDERATIONS

None.

COMMUNITY RESOURCES CONSULTED

None.

FISCAL IMPACT

Funds in the amount of \$40,000 are contained in Public Safety's 2018 budget for the remaining 2018 portion of this contract. The 2019 portion will be \$147,454.64 and is in the Public Safety 2019 budget proposal and the 2020 portion will be \$67,368.44 and will be proposed for 2020. The total two year contract will be \$254,823.08.

ALTERNATIVES

There are no recommended alternatives as the individual purchase of the required uniforms would exceed the City of Kalamazoo Purchasing Policy limits.

ATTACHMENTS:

	Type	Description
▢	Aerial Photo	Bid Summary Results

BID RESULTS SUMMARY

PROJECT: Public Safety Uniform Apparel

DATE: October 25, 2018

BIDDERS SOLICITED: 53

BIDDERS RESPONDED: 2

MBE/WBE BIDS SOLICITED: 5

MBE/WBE BIDDERS RESPONDED: 1

BID REFERENCE NO: 200-72-034.0

MBE/WBE AWARDED: No

ISSUE DATE: September 7, 2018

BID OPENING: September 28, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Phoenix Safety Outfitters	\$254,823.08	Springfield, OH
Brateman's Inc.	\$257,020.00	Fort Wayne, IN

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



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



Commission Agenda Report

City of Kalamazoo

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

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

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

PREPARED BY: Thomas Spitzner, Water Operations & Maintenance Supervisor

DATE: 10/26/2018

SUBJECT: Sodium Hexametaphosphate Bid Reference #190-46-007.0

RECOMMENDATION

It is recommended that the City Commission approve a two-year term contract with Water Solutions Unlimited for the purchase of sodium hexametaphosphate in the amount of \$269,280.00.

BACKGROUND

Sodium Hexametaphosphate has been added to the City water supply since 1956 primarily as a means of keeping iron and other minerals that naturally occur in groundwater dissolved in the water. The addition of phosphate results in a higher quality, more aesthetically pleasing water supply with a reduction in both sediment buildup in water mains and private plumbing systems.

Secondarily, Sodium Hexametaphosphate helps maintain the regulatory requirement to reduce copper and lead releases into the City's water distribution system. The phosphate helps to coat the inside of water mains to prevent corrosion of metals. It is the main ingredient in the City's regulated corrosion control program agreed upon with the USEPA and MDEQ.

In September 2018 bids were solicited for this service. The City is recommending approval for Water Solutions Unlimited who are not the low responsive bidder but are able meet the delivery needs other bidding vendors have been unable to meet.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds for this purchase are included in the 2018 Public Services Water Operations Budget.

ALTERNATIVES

An alternative would be to cease using phosphate in the water supply; however, sodium hexametaphosphate has proven to be the safest and most effective in providing iron sequestering and also aids in corrosion control of the City’s water distribution system.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Bid Results Summary

BID RESULTS SUMMARY

PROJECT: Sodium Hexameta-phosphate

DATE: October 26, 2018

BIDDERS SOLICITED: 23

BIDDERS RESPONDED: 4

MBE/WBE BIDS SOLICITED: 3

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 190-46-007.0

MBE/WBE AWARDED: No

ISSUE DATE: August 30, 2018

BID OPENING: September 19, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Carus Corporation*	\$250,800.00	Peru, IL
Water Solutions Unlimited	\$269,280.00	Camby, IN
Sterling Water Technologies, LLC	\$275,632.90	Columbia, TN
Shannon Chemical Corporation	\$377,520.00	Malvern, PA

*Guaranteed delivery within 30 days of receiving order is unacceptable

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



Melissa Fuller

*Deputy Director of Mgmt Services/
Purchasing Agent*



Commission Agenda Report

City of Kalamazoo

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

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

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

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

DATE: 10/16/2018

SUBJECT: Agreement with the United States Geological Survey (USGS) for Hydraulic Modeling and Flood Inundation Mapping for the Kalamazoo River, Portage Creek, and Axtell Creek for \$307,000.

RECOMMENDATION

It is recommended that the Commission approve a Joint Funding Agreement with the United States Geological Survey (USGS) for Hydraulic Modeling and Flood Inundation Mapping for the Kalamazoo River, Portage Creek, and Axtell Creek for \$307,000.

BACKGROUND

The objective of this study is to provide real-time flood inundation maps to facilitate emergency response and preparedness within the City of Kalamazoo, Michigan and to better understand river dynamics for the confluence of Portage Creek and the Kalamazoo River. A two dimensional step-backwater hydraulic model will be developed to investigate flow characteristics and flooding impacts from various flooding scenarios. The model results will be used to create flood inundation maps of the study area that can be used in potential damage assessments, and be adapted for real-time flood hazard warning. The model and model results also may be used by the City of Kalamazoo, Kalamazoo County, U.S. Army Corps of Engineers (USACE), and stakeholders in consideration of future floodplain mitigation and emergency management.

Additional information is provided in the attached report.

COMMUNITY RESOURCES CONSULTED

Public meetings held in February and March 2018 identified the need for better warning and communication systems for floods. Further meetings with stakeholders and flood coalition groups identified the need for additional study of the river and creek dynamics and pursuit of flood control projects.

FISCAL IMPACT

Funding for the USGS JFA hydraulic modeling and flood mapping project were planned for and allocated in 2018. Funds must be carried forward as project encumbrances in years 2019, 2020 and 2021. Each of the

following funds were budgeted to carry 25% of the total project cost of \$307,000.

591-551-01-100

590-531-01-100

202-451-01-100

203-461-11-100

ALTERNATIVES

Public Services staff could continue to depend on internal calculations and projections of flood magnitude, duration determination and communication to emergency management officials and agencies. This process, however is time consuming and reliant on key individuals with river hydraulic experience. Other agencies (City of Lansing) have utilized this program and have found it to be very successful. Other alternatives could include postponing the project as well as other alternatives as presented.

ATTACHMENTS:

Type	Description
□ Agreement	Joint Funding Agreement
□ Report	Flood Study Report



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Upper Midwest Water Science Center

Minnesota Office
2280 Woodale Drive
Mounds View, MN 55112
763.783.3100

Wisconsin Office
8505 Research Way
Middleton, WI 53562
608.828.9901

Michigan Office
6520 Mercantile Way, Suite 5
Lansing, MI 48911
517.887.8903

October 16, 2018

Mr. James Barker
City of Kalamazoo
415 Stockbridge Avenue
Kalamazoo, MI 49001

Dear Mr. Barker:

Enclosed is the signed original of our standard joint-funding agreement for the project "Hydraulic Modeling and Flood Inundation Mapping for the Kalamazoo River, Portage Creek, and Axtell Creek, Kalamazoo, Michigan", during the period January 1, 2019 through September 30, 2021 in the amount of \$245,600 from your agency. U.S. Geological Survey contributions for this agreement is \$61,400. Please sign and return one fully-executed original, scanned and emailed to Eric Hanes, emhanes@usgs.gov.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Eric Hanes at phone number (517) 887-8951 or email at emhanes@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Ralph Haefner
Acting for Center Director

FBMS Customer Number **6000001517**

SO Number

Agreement/PO Number **19NKJFA115****NON-FEDERAL CHECKLIST**

Elements of Agreement. All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified by initialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval).

NON-FEDERAL CUSTOMER INFORMATION SECTION:		<i>Initials:</i>
	<i>Page #</i>	<i>Comments</i>
1) Agreement/PO Number	√ 1	19NKJFA115
2) Name of Organization	√ 1	City of Kalamazoo
3) TIN (excluding foreign)	√ 1	38-6004627
4) DUNS Number (if available)	√ N/A	
5) Point of Contact	2	James Barker
6) Address	2	415 Stonebridge Avenue, Kalamazoo MI 49001
7) Office phone, Fax and/or Email	2	(269) 370-8715
8) Signature(s) and Date(s)	√ 2	
USGS INFORMATION SECTION:		<i>Initials:</i>
	<i>Page #</i>	<i>Comments</i>
1) Organization and Cost Center	√ 1	Michigan Water Science Center
2) Legal authority to enter into agreement	√ 1	Must be in the Agreement Package; 43 USC 36C; 43 USC 50, and 43 USC 50b
3) Project Chief/Principal Investigator	2	
4) Address	2	
5) Office phone, Fax and/or Email	2	/ /
6) Signature(s) and Date(s)	√ 2	Is Agreement signed in accordance with Financial Delegations of Authority? For Non-Standard JFAs see SM 205.13.A
SCOPE OF WORK SECTION:		<i>Initials:</i>
	<i>Page #</i>	<i>Comments</i>
1) Period of Performance	√ 1	Start & End Date: 1/1/2019 – 9/30/2021
2) Description of Services and Responsibilities	1	
3) Agreement Deliverables (if applicable)		
4) Authority to Publish (if applicable)	√ 1	
5) If in-kind services provided, describe in agreement including amount (if applicable)		Voucher must be sent in with agreement. If not currently available, date you plan to forward to OAFM/FM
6) Equipment/Property requirements or restrictions (if applicable)		
7) Multiple Tasks (if applicable)		
FUNDING INFORMATION SECTION:		<i>Initials:</i>
	<i>Page #</i>	<i>Comments</i>
1) Total Amount of Agreement	√ 1	USGS \$61,400 / Cust \$245,600
2) Modification Number (if applicable)	√	
3) Amount of Modification (if applicable)	√	
4) Fixed Cost (if applicable)	√ 1	fixed
5) Funding Limitations	√	Yes / No and include page # if yes
BILLING INFORMATION SECTION:		<i>Initials:</i>
	<i>Page #</i>	<i>Comments</i>
1) Billing Address/Contact/Office Phone	√ 2	James Barker / 415 Stonebridge Avenue, Kalamazoo MI 49001
2) Frequency of Billing	√ 2	(Circle One) Monthly, Quarterly , Semi-annual, Annual
3) Mandatory Termination Clause	√ 1	
INTERNAL INFORMATION SECTION:		
Miscellaneous (if Applicable):		<i>If Applicable:</i>
1) OPA Approval (if applicable)		
2) Conflict of Interest (COI) Form - (as applicable for Private Entities)		Must be available at Cost Center
3) Cost Share		Must be available at Cost Center
4) Special/Reduced Rate Approval		Must be scanned in FBMS for FM approval
5) Cover/Acceptance Letter		Yes Copy of official letter to accept funds, state authority to publish, reimbursable, etc., must be filed with the agreement at the Center
6) Supports USGS Program		X Write In – Functional Area: G40501000
7) Cost Calculations for Direct/Indirect Costs		Must be available at Cost Center
Project Chief/Principal Investigator (Name/Phone/Signature) Julie Procopek, 763-783-3158		Date Oct 16, 2018
Cost Center Financial Reviewer (Name/Phone/Signature) Eric Hanes, 517-887-8951		Date Oct 16, 2018

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001517
Agreement #: 19NKJFA115
Project #: NK00LZ813
TIN #: 38-6004627

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2019, by the U.S. GEOLOGICAL SURVEY, UMid Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Kalamazoo** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the project "Hydraulic Modeling and Flood Inundation Mapping for the Kalamazoo River, Portage Creek, and Axtell Creek, Kalamazoo, Michigan"**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$61,400 by the party of the first part during the period
January 1, 2019 to September 30, 2021
- (b) \$245,600 by the party of the second part during the period
January 1, 2019 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001517
Agreement #: 19NKJFA115
Project #: NK00LZ813
TIN #: 38-6004627

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Julia Prokopek
Hydrologist
Address: 2280 Woodale Drive
Mounds View, MN 55112
Telephone: (763)783-3158
Fax:
Email: jprokopec@usgs.gov

Customer Technical Point of Contact

Name: James Barker
PE
Address: 415 Stonebridge Avenue
Kalamazoo, MI 49001
Telephone: (269) 370-8715
Fax:
Email: barkerj@kalamazoocity.org

USGS Billing Point of Contact

Name: Eric Hanes
Budget Analyst
Address: 6520 Mercantile Way, #5
Lansing, MI 48911
Telephone: (608) 821-3804
Fax: (608) 821-3817
Email: emhanes@usgs.gov

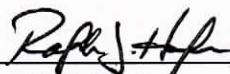
Customer Billing Point of Contact

Name: James Barker
PE
Address: 415 Stonebridge Avenue
Kalamazoo, MI 49001
Telephone: (269) 370-8715
Fax:
Email: barkerj@kalamazoocity.org

U.S. Geological Survey
United States
Department of Interior

City of Kalamazoo

Signature

By  Date: 10/17/2018
Name: Ralph Haefner
Title: Acting for Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Hydraulic Modeling and Flood Inundation Mapping for the Kalamazoo River, Portage Creek, and Axtell Creek, Kalamazoo, Michigan

Problem

The Kalamazoo River at Comstock, Michigan (USGS streamgage 04106000) experienced record flooding on February 25, 2018. Major flooding events are defined by NOAA (2016) as any water level exceeding a gage height of 11.0 ft, moderate events as any water level exceeding a gage height of 10.0 ft, and minor flooding events as any water level exceeding a gage height of 9.0 ft at the Comstock streamgage. Major flood events have occurred in 2018 and moderate events have occurred in 2008, 1985, 1982, 1975, 1948, and 1947. Minor flood events have occurred in 2017, 2009, 1989, 1950, and 1943 (USGS, 2018 and NOAA, 2016).

Flooding has resulted in significant property damage to multiple residences in Kalamazoo, as well as, damage to public roads and bridges. The flood in September 2008 resulted in a local state of emergency and damage to public infrastructure and homes which was estimated to exceed \$11 million. During this flood, ten businesses were flooded, 466 homes, and ten major street intersections were closed in Kalamazoo (Kalamazoo County, 2013). After the February 2018 flood U.S. Geological Survey (USGS) installed a streamgage on Portage Creek (USGS streamgage 04106500) in cooperation with the City of Kalamazoo.

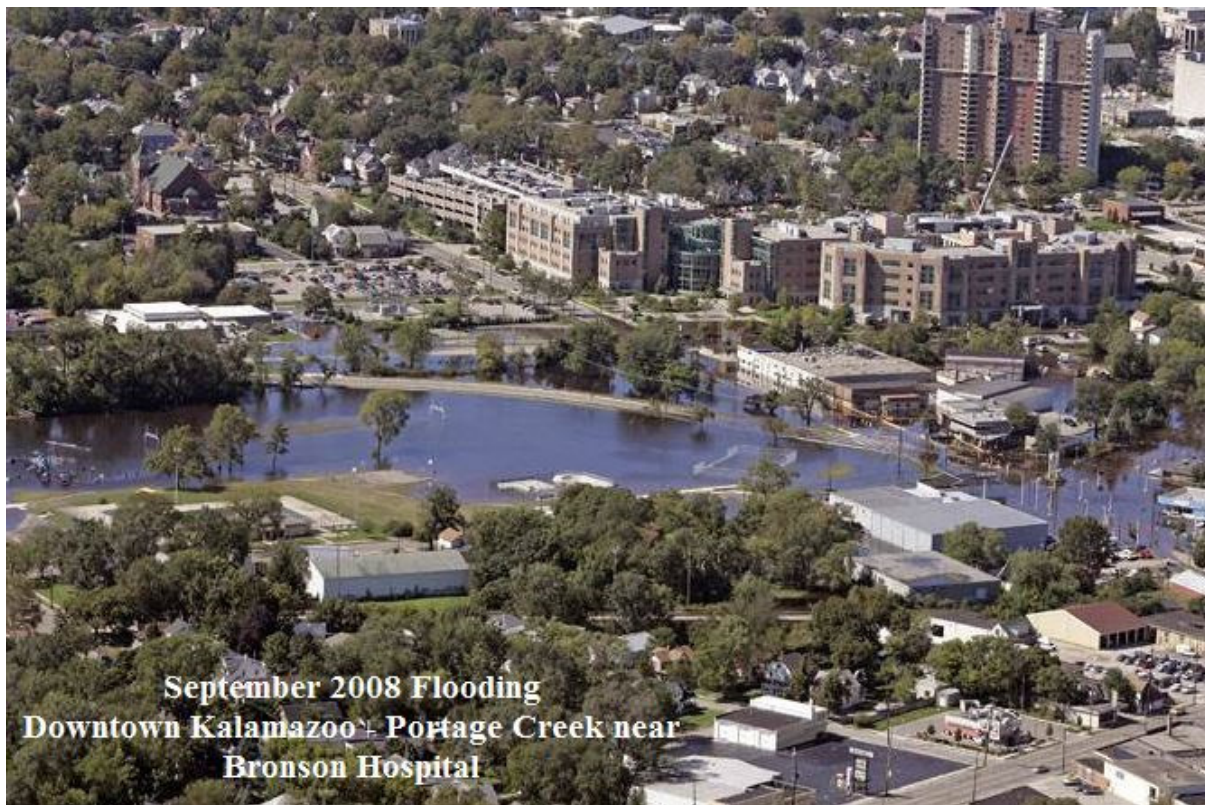


Figure 1. Flooding on Portage Creek near the confluence of the Kalamazoo River near downtown Kalamazoo at Bronson Hospital, September 2008. (photo credit: National Weather Service site CMSM4)

Objectives

The objective of this study is to provide real-time flood inundation maps to facilitate emergency response and preparedness within the City of Kalamazoo, Michigan and to better understand river dynamics for the confluence of Portage Creek and the Kalamazoo River. A two-dimensional step-backwater hydraulic model will be developed to investigate flow characteristics and flooding impacts from various flooding scenarios. The model results will be used to create flood inundation maps of the study area that can be used in potential damage assessments, and be adapted for real-time flood hazard warning. The model and model results also may be used by the City of Kalamazoo, Kalamazoo County, U.S. Army Corps of Engineers (USACE), and stakeholders in consideration of future floodplain mitigation and emergency management.

Scope

The study area (Fig. 2) will be the Kalamazoo River at Comstock, Michigan, Portage Creek and Axtell Creek at Kalamazoo, Michigan. The extent of the model will be approximately 5 river miles of the Kalamazoo River from River Avenue to E Mosel Avenue, approximately 3 river miles of Portage Creek from E Alcott Street to the confluence of Kalamazoo River and approximately 0.70 river miles of Axtell Creek. Flood profiles to be modeled will be selected based on consultation with the City of Kalamazoo. Field work is to be completed by USACE in Fall of 2018 (FY 2019), by a separate agreement, and served to the USGS.

Flood inundation maps, in conjunction with the National Weather Service flood forecasts and USGS real-time data, at the aforementioned two streamgages on the Kalamazoo River and Portage Creek allow the flood inundation map library to be used as a flood warning tool. Without the two streamgages, the flood inundation mapping system will no longer provide real-time flood warning but may be used for flood scenario evaluation for the City of Kalamazoo.

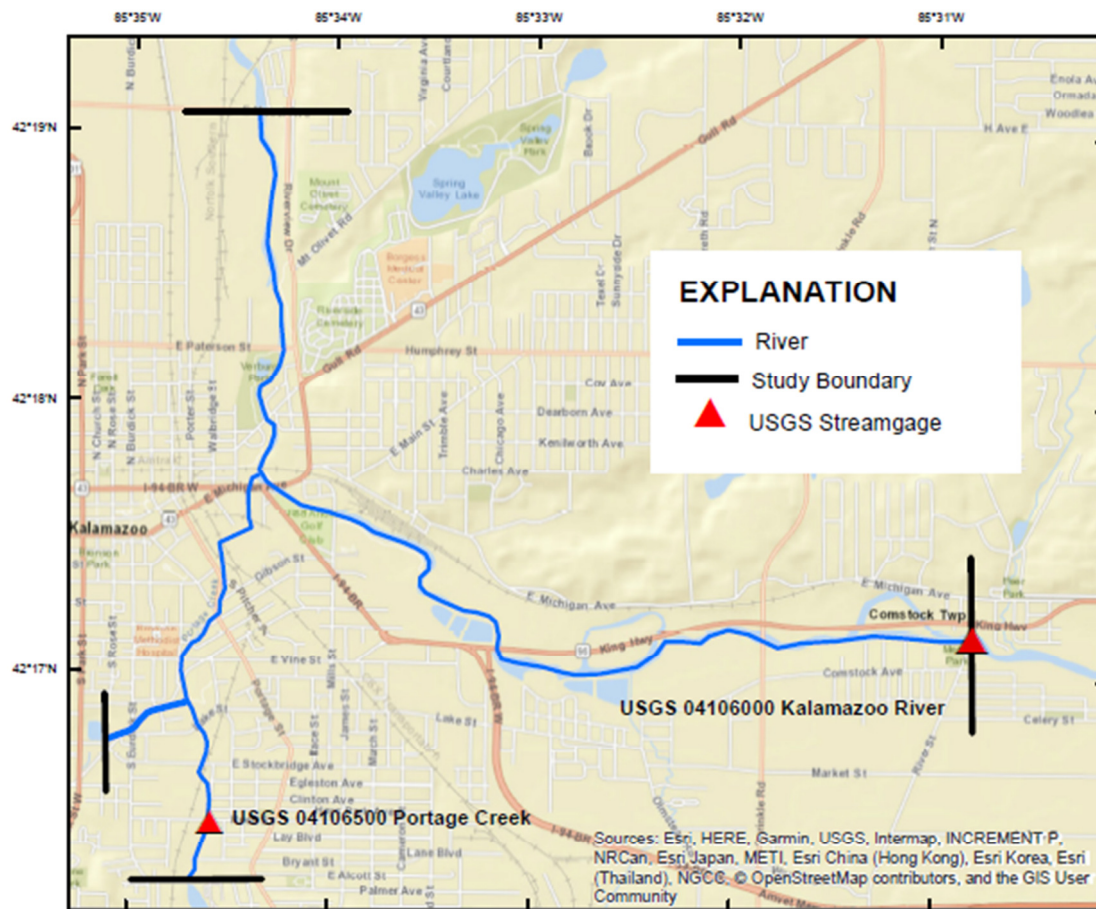


Figure 2. Study area of the Kalamazoo River from River Avenue to E Mosel Avenue and Portage Creek from E Alcott Street to the confluence of Kalamazoo River, Kalamazoo, Michigan

Relevance and Benefits

The proposed study, in cooperation with the City of Kalamazoo, will increase the understanding of river hydraulics and the extent of flooding of 6 stages for each of the streamgages for a total of 36 scenarios. Selected stages are to be determined by the City of Kalamazoo and USGS. The data collection and analysis proposed for this study can be used by the City, emergency managers, and the public to receive real-time flood conditions and be able to visualize flooding extent. The proposed work is related to USGS Science Strategies in Water, through environmental flow science (Evenson and others, 2013), and Natural Hazards (Holmes and others, 2013).

Approach

A two-dimensional step-backwater hydraulic model of water-surface profiles will be developed using the U.S. Army Corps of Engineers, Hydrologic Engineering Center model HEC-RAS, version 5.0 (U.S. Army Corps of Engineers, 2016). In addition to the hydraulic model, existing data and information, such as flood data from USGS streamgage 04106000, USGS 04106500,

and high-water marks collected on the Kalamazoo River and Portage Creek from the record February 2018 flood event, from the study area will be analyzed.

Tasks

1. Collaborate with U.S. Army Corps of Engineers to obtain infrastructure, bathymetric and longitudinal survey data.
2. Obtain lidar (<http://oceanservice.noaa.gov/facts/lidar.html>) land surface elevations for use in overbank areas of the model from The National Map. Ground truthing lidar will be compared with selected surveyed overbank cross sections.
3. The City of Kalamazoo will provide the USGS with the dimensions for these structures to be input into the model
4. Deploy temporary stage sensors (pressure transducers) at 8 locations along the Kalamazoo River, Portage Creek, and Axtell Creek to measure river stage profiles. Stage data will be collected every 15 minutes and will be referenced to North American Vertical Datum of 1988 (NAVD88). These data will be used to calibrate the HEC-RAS model. If flooding does not occur during study period, the model will be calibrated to the highest stage collected by deployed pressure transducers and the 2 streamgages. Inundated areas will be compared to high-water mark data collected in February 2018 and aerial photos from past floods which can be accessed through City of Kalamazoo.
5. Develop a HEC-RAS model capable of simulating stream conditions given input flows from the Kalamazoo River at Comstock streamgage (04106000) and Portage Creek at Kalamazoo streamgage (04106500). These data will also be used in the model calibration.
6. Use the HEC-RAS model to develop flood-inundation maps for various river flows and corresponding stages using the two USGS streamgages listed above.
7. Write a USGS Scientific Investigation Report documenting the model, data collected at the site, and final inundation maps. The final report and inundation maps will be published following USGS Fundamental Science Practices for review, approval, and release.
8. Hold regular project meetings with the City of Kalamazoo to provide updates on progress of the proposed effort.

Summary of study tasks completed by USACE

Field surveys will be conducted by the U.S. Army Corps of Engineers along approximately 5 miles of the Kalamazoo River and approximately 3 miles of Portage Creek. Roughly 25 transverse sections, 34 bridges with approach and tail water sections, and 1 longitudinal section will be surveyed along the river channels. All surveyed data will be collected using GPS and conventional surveying techniques and will be geographically referenced to North American Datum of 1983 (NAD83). Data will be collected at the below-water and near overbank portions of selected stream cross sections, bridge openings, weirs, and road crossings to obtain the

topographic and geometric data required for the development of the hydraulic models. Elevations will be referenced to NAVD88.

Products

- (1) Two-dimensional hydraulic model of the Kalamazoo River, Portage Creek, and Axtell Creek in the study area. This model will be documented in a USGS Scientific Investigation Report and be published through a data release on Data.gov.
- (2) Flood inundation maps generated for current conditions for selected scenarios using the hydraulic model. These maps will be reviewed and approved following established protocols (U.S. Geological Survey, 2014).
- (3) Flood inundation boundaries will be served to the USGS Flood Inundation Mapper, website at <http://wimcloud.usgs.gov/apps/FIM/FloodInundationMapper.html>. This website allows interactive display of potentially inundated areas associated with various flood recurrence intervals.

Data Management

Field data collected for the study will be reviewed and approved following USGS standard protocols (Rantz and others, 1982). Most data will be archived and available through the National Water Information System (NWIS) database. Any data that cannot be archived and distributed through NWIS, such as cross-sectional data and model archive, will be made available in a machine-readable electronic format accessible through the USGS Science Data Catalog and Data.gov following USGS data publication requirements. Surface water models used in the study will be archived following USGS policy (Office of Surface Water Technical Memorandum No. 2015.01, December 5, 2014). Technical aspects of the models and reports or articles written for this study will be reviewed and published following USGS Fundamental Science Practices (Fundamental Science Practices Advisory Committee, 2011). All reports will be made available through USGS publications warehouse, and both published data and reports will be identified using digital object identifiers.

Table 1. Timeline

Task or Element	FY 2019			FY 2020				FY 2021			
	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Obtain survey data from USACE	x										
Obtain LiDAR data	x										
Collect stage data	x	x	x	x	x	x	x				
Build model geometry	x	x	x	x							
Develop HEC-RAS model			x	x	x	x					
Develop inundation maps						x	x				
Prepare report and maps						x	x	x			
Report review and publication								x	x	x	x

Budget

The budget for the proposed study is \$307,000 for federal fiscal years 2019-2021, assuming an approximate start date of January 2019 and end date of September 2021. Kalamazoo funding will be used for installation of temporary stage sensors, hydraulic model development, report writing, and inundation mapping. USGS Cooperative Water Program funding will be used for project management, hydraulic model development, report writing and approval process, and contingency funding for the project. The use of Cooperative Water Program funding will require an agreement between the USGS and City of Kalamazoo before the tasks beyond Task 1 and Task 2 are initiated.

Table 2. Summary of study task costs and funding partner obligations

Study Tasks		Total Cost	Cost of Task by Funding Partners	
			City of Kalamazoo	USGS
1	Instrumentation and field supplies	\$13,000	\$8,000	\$5,000
2	Deploy and survey pressure transducers and maintain sites	\$32,000	\$30,000	\$2,000
3	Data collection and review	\$17,000	\$11,600	\$5,400
4	Data Management and project management	\$24,000	\$15,000	\$9,000
5	Develop HEC-RAS model	\$ 65,000	\$52,000	\$13,000
6	Calibrate HEC-RAS model for selected flows and river conditions	\$35,000	\$28,000	\$7,000
7	Develop flood inundation maps for selected profiles	\$ 95,000	\$80,000	\$15,000
8	Report writing, internal USGS review and approval, and publication of final report. Includes final inundation maps and model data release.	\$26,000	\$21,000	\$5,000
Total Study Cost		\$307,000	\$245,600	\$61,400

References

- Evenson, E.J., Orndorff, R.C., Blome, C.D., Böhlke, J.K., Hershberger, P.K., Langenheim, V.E., McCabe, G.J., Morlock, S.E., Reeves, H.W., Verdin, J.P., Weyers, H.S., and Wood, T.M., 2013, U.S. Geological Survey water science strategy—Observing, understanding, predicting, and delivering water science to the Nation: U.S. Geological Survey Circular 1383–G, 49 p., also available at <http://pubs.usgs.gov/circ/1383g/>
- Fundamental Science Practices Advisory Committee, 2011, U.S. Geological Survey fundamental science practices: U.S. Geological Survey Circular 1367, 8 p., also available at <http://pubs.usgs.gov/circ/1367/>
- Holmes, R.R., Jr., Jones, L.M., Eidenshink, J.C., Godt, J.W., Kirby, S.H., Love, J.J., Neal, C.A., Plant, N.G., Plunkett, M.L., Weaver, C.S., Wein, Anne, and Perry, S.C., 2013, U.S. Geological Survey natural hazards science strategy—Promoting the safety, security, and economic well-being of the Nation: U.S. Geological Survey Circular 1383–F, 79 p., also available at <http://pubs.usgs.gov/circ/1383f/>

Kalamazoo County, 2013, Hazard Mitigation Plan 2013, Kalamazoo County, Michigan.
 Accessed April 16, 2018 at
http://www.kalcounty.com/em/pdf_files/2012_kchmp_complete_plan.pdf

National Oceanic and Atmospheric Administration (NOAA), 2016, National Weather Service—
 Advanced Hydrologic Prediction Service, Kalamazoo River at Comstock, Michigan:
 accessed April 16, 2018 at
<https://water.weather.gov/ahps2/hydrograph.php?wfo=grr&gage=cmsm4>.

Office of Surface Water Technical Memorandum No. 2015.01, December 5, 2014, Policy and
 guidelines for archival of surface-water, groundwater, and water-quality model
 applications, accessed August 8, 2016, at
<http://water.usgs.gov/admin/memo/SW/sw2015.01.pdf>

Rantz, S.E., and others, 1982, Measurement and computation of streamflow: U.S. Geological
 Survey Water-Supply Paper 2175, 2 v., 631 p., also available at
http://pubs.er.usgs.gov/publication/wsp2175_vol1

U.S. Army Corps of Engineers, Hydrologic Engineering Center, 2016, HEC—RAS River
 Analysis System, Hydraulic Reference Manual, version 5.0, [variously paged].

U.S. Geological Survey, 2014, U.S. Geological Survey Flood Inundation Mapping Science,
 accessed July 14, 2016 at http://water.usgs.gov/osw/flood_inundation/toolbox/

Job Hazard Analysis

	For each numbered box checked on the previous page, briefly:
Box	A. Describe the safety concern as it relates to this project.
no.	B. Describe how this safety concern will be addressed. Include training, safety equipment, and other actions that will be required.
	C. Estimate costs.
1.	Attention will be given to office ergonomics. Keyboard, mouse, monitor, and chair settings are adjustable and should fit the user. Office lighting should be made adequate for computer operations as well as desk and map work. When working in the office, all personnel should identify and correct any slip, trip, or fall hazards. Ergonomic exercises have been presented to staff. Personnel are encouraged to use those exercises and take periodic breaks from their work stations during intensive

	office sessions.
2.	Skin can be protected from over exposure to the sun by wearing light-colored loose cotton clothing that may include long pants, a long-sleeved shirt, and a broad-brimmed hat. Sun screen is recommended and will be supplied for skin that is exposed to the sun.
3.	Safety sun glasses that wrap to the sides or with side shields will be supplied and should be worn to protect eyes from damaging ultraviolet radiation.
4.	Gas cans must be removed from a field vehicle before they are filled. Do not fill gas cans in a pickup truck with a plastic bed liner. Static electricity may cause a fire or explosion. Avoid breathing gas fumes and allowing gas to contact with skin. Transport gasoline in an approved container with a flash arrestor vent. Do not store gasoline overnight in field vehicles. Let engines cool before refueling.
6.	In the event that you are approached by a hostile individual, stay calm and listen attentively. Be courteous, patient, and respectful. Do not become angry and argue with or threaten the person. Maintain eye contact. Try to calm the individual by using a soothing voice and non-threatening body language. Keep the situation in your control. If they ask you to leave, do so. Contact your supervisor and/or the local authorities and report the incident.
7.	Deer ticks, brown ticks, and mosquitoes may be present. Deer ticks may transmit Lyme disease to humans by attachment to the human body. Much of the State is considered to hold at least a medium risk for the contraction of Lyme disease. Brown ticks can transmit a variety of diseases to humans by attachment to the human body. Mosquitoes are known to spread West Nile virus. Personal insect repellant that contains DEET is an effective deterrent/repellant for ticks and mosquitoes and will be supplied to field personnel. Long pants may be tucked into boot-tops for a more efficient barrier to ticks.
8.	To protect against rodent borne diseases, work sites should be kept clean and free of rodent droppings. Never sweep or vacuum excreta. When cleaning a work site, put on lab-grade gloves and an N-95 respiratory mask. Spray the area to be cleaned with a 10 percent chlorine bleach solution, wait one hour, and then wipe up the droppings with paper towels. The dirty towels should be double bagged and placed in the trash.
11.	Any equipment that weighs more than 50 pounds will be handled carefully using proper lifting techniques. Assistance will be available for heavy items or items that need to be moved over difficult terrain.
12.	When working in the office, identify and remove any potential slip, trip, or fall hazards. When conducting field activities, it is expected that some traversing of

	steep and slippery slopes will be required. Footwear with lugged soles and ankle support is recommended for crossing uneven ground.
13.	Site access should be gained at public locations if possible. Every effort will be made to identify owners of private land and gain written permission for access to that private land if access is beneficial to meeting the goals of the project. Proper site access will include consideration of safe and secure parking of vehicles left unattended during field work. If traffic control required (working along the road/shoulder: approved traffic control vests or high visibility clothing will be worn. A traffic control plan will be developed and implemented. Vehicles and equipment will use warning lights and equipment (advance warning signage and cones) as required by the traffic control plan.
14.	All vehicles will be properly equipped with safety equipment and if used to pull trailers, equipped with towing gear. Trailers will be maintained with all required lights and safety chains.
15.	When boats are to be used, the boats must be inspected to assure that they are in sea-worthy condition and equipped properly (including a first-aid kit, fire extinguisher, and a type IV throwable PFD); a float-plan for each day must be filed; all personnel must wear PFDs; and there must be a certified MOCC operator onboard during all motorized boat operations. Each day, the boat and attendant safety equipment should be inspected before getting underway.
16.	When conducting field work in warm-weather conditions, precautions against heat-related injuries must be taken. An ample supply of water for each worker will be carried each day in the field. Breaks in the shade will be taken when daytime air temperatures warrant.
17.	If conducting field work when there is a potential for thunder storms, employees should monitor the weather conditions and local media sources for weather updates. When thunderstorms are approaching or nearby, field activities should be suspended and employees should seek shelter until the threat passes.
20.	Park more than 15 feet off the roadway or deploy safety signs and traffic cones as outlined in the roadside-safety plan. Always wear a PFD when working on, in, or over water. When wading, wear non-slip shoes, boots, or waders, and use a wading rod for balance and to probe for submerged tripping hazards and drop-offs. Don't attempt to cross a stream if there is any doubt about your safety or the safety of others. Keep an eye upstream and always be watchful for floating debris or ice that may be moving toward you. If debris or ice makes wading unsafe, stay out of the

	water.
21.	During flooding conditions, measuring/sampling teams should include a minimum of two people. Be aware of severe weather hazards, poor road conditions, and road closures. When traveling to field sites, reduce driving speed to fit the conditions. Do not cross flooded roads unless water depths and road/bridge conditions are known to be safe. Be alert for downed utility lines. Always wear a PFD when working on, in, or over water. When measuring with a crane, make sure the crane is stable and use proper counter weights. Watch for quickly rising stage and floating or submerged debris. Have a cable cutting device ready in case debris catches on the cable.
24.	All personnel working in/above/along the water will wear PFD. At least two member of the crew will be certified in 1 st aid and CPR. The person operating the electrofishing equipment must be certified to operate the equipment and the operator and crew members will be trained in electrofishing hazards and safety protocols. When walking in murky water crew members are encouraged to use the fishing let handle to probe in front of you checking for debris and rocks. The use of rubber gloves and non-breathable waders is required. Waders should offer good traction and shall not have leaks. Crew members will watch out for each other, if any member of the crew falls or stumbles into the water (the person that about to fall and crew members will yell “OFF” and the operator will immediately cease applying current “Stop”.
25.	All employees conducting field work must be up to date with first-aid, CPR, defensive driving, and over-the-water training.
26.	Fall protection is required when entering the stilling well. When there is a potential to fall 4 or more feet above another surface or level then fall protection is required. Fall protection may include, standard hand rails or a fall arrest system should be established. • Guardrails are required when there is more than 4 foot difference in elevation (can fall 4ft) • The top rail (handrail) should be 42 inches above the walking/working surface. • Guardrail posts should be not be more than 19 inches apart with a midrail or heavy fencing. Toeboards are required if there is the potential for a falling object (tool, equipment) to contact a person (employee or general public) below the walking/working surface. (Min 3.s inches high and no more the .25 inch clearance above the walking/working surface).
27.	The sap of poisonous plants can be transferred to you by direct or indirect contact. Learn how to identify poisonous plants such as poison ivy, poison oak, poison

	sumac, and other poisonous plants. Avoid all contact if possible. Wear appropriate clothing when working around poisonous plants. If contact is made, remove clothing as soon as possible and wash clothes. Wash affected skin with abundant soap and water as soon as possible. Also, when clearing weeds or brush from an area, avoid smoke or spray that may contain the oil or sap of poisonous plants.
28.	Insect bites or stings can be dangerous depending on the type of insect and your reaction to their bite or sting. Be observant of wasp nests, hornet and bee hives, ant hills, spider webs, and other insect homes. Avoid if at all possible. Wear appropriate clothing that makes access to the skin difficult. Use appropriate repellants on skin and clothing. Avoid walking in heavy vegetation. If bitten or stung, some of the signs of an allergic reaction can be severe pain at the site of the bite or sting, muscle cramps, headache, fever, vomiting, breathing problems, and the swelling of the face and tongue. Seek immediate medical attention, and call your supervisor. If allergic to insect stings or bites, carry the appropriate medications and inform your coworkers of your condition. Be familiar with the description and habit of all snakes in the work area, especially poisonous snakes. Try to avoid all snakes. Do not reach under rocks, logs, or into crevices. Do not step over logs (step on, then past). Use a walking stick to clear the path ahead of you while walking. If bitten, and you experience progressive pain at the bite area, swelling of the bite area, nausea, vomiting, sweating, or weakness, call for help, seek immediate medical attention, and call your supervisor.
29.	Follow established Lockout/Tagout Procedures during service and maintenance of machines and equipment “where the unexpected energizing, startup or release of stored energy could cause injury” as a control against such injury. PROCEDURES: Preplan, Notify, Lockout, Tagout, and Tryout. Consult the Center’s Tagout/Tagout Program and Procedures before conducting work involving potential energy sources: electrical, mechanical, hydraulic, pneumatic, chemical, or thermal energy or energy produced by gas, water, steam, or air.



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: Wendy M. Burlingham, Administrative Support Manager

DATE: 10/16/2018

SUBJECT: Contract with Best Way for Brush Removal Bid Reference #968-50-010.0

RECOMMENDATION

It is recommended that the City Commission approve a three-year contract with Best Way Disposal, Inc. to perform monthly residential brush collection during the months of April through October in the amount of \$334,110.

BACKGROUND

In October 2018, Purchasing solicited bids for this service. Best Way was the low responsive bidder, has provided this service since 2013 and the City is pleased with their performance.

Brush placed on the curb lawn of each residential property will be collected one day per month during the months of April through October. The contractor is responsible for all collection, transportation, processing and disposal of all the brush collected.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds are included in respective year Solid Waste Budget.

ALTERNATIVES

The City could choose to eliminate residential curbside brush collection. At this time, it is recommended the City continue with the current collection schedule in order to continue providing a familiar and relatively low cost option for city residents to dispose of their brush. If the service was eliminated, it would contribute to unsightly clutter and visual blight in City neighborhoods.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Bid Results Summary

BID RESULTS SUMMARY

PROJECT: Brush Collection

DATE: October 17, 2018

BIDDERS SOLICITED: 36

BIDDERS RESPONDED: 2

MBE/WBE BIDS SOLICITED: 12

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 968-50-010.0

MBE/WBE AWARDED: No

ISSUE DATE: September 14, 2018

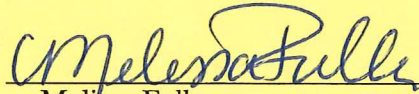
BID OPENING: October 9, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Best Way Disposal	\$334,110.00	Kalamazoo, MI
Republic Services	\$432,726.00	Kalamazoo, MI

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



Melissa Fuller

*Deputy Director of Mgmt Services/
Purchasing Agent*



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Melissa Fuller, Deputy Director of Management Services - Purchasing Agent

PREPARED BY: Michelle Emig, Purchasing Division Manager

DATE: 10/30/2018

SUBJECT: Natural Gas Term Contract Extension - Bid Ref #405-13-009.6

RECOMMENDATION

It is recommended that the City Commission approve a one year contract extension in the amount of \$500,000 with Constellation New Energy – Gas Division, LLC for natural gas to be used to heat selected City facilities. The contract extension will run from December 1, 2018 through November 30, 2019.

BACKGROUND

During the fall of 2012 the City accepted competitive bids for natural gas. The winning bid was submitted by Constellation New Energy – Gas Division, LLC. The City entered into a term contract with Constellation to broker the purchase of natural gas for seventeen facilities from a utility company (such as Consumers Energy), resulting in favorable pricing for the City.

In order to mitigate any significant changes in pricing, the Administration is continuing to pursue fixed pricing for 65% of the City's three year average purchases.

The City of Kalamazoo will lock in a unit price of \$3.32 (\$3.19 current Nymex + .13 fixed adder unit price) for 50% of the City's annual volumes. Due to the current low priced natural gas market environment, the other 50% of the annual gas volume will be purchased at month to month variable rates priced at the Consumers Energy Citygate Index + .13. This blended solution allows the city to cover upside market risk but allows for the opportunity to buy lower priced gas in future periods.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds for the 2018-2019 portion of this contract will be requested during the City's annual budgeting process.

ALTERNATIVES

The City could deal directly with Consumers Energy. According to the terms of the transportation agreement written by the Michigan Public Services Commission, the City must give twelve months' notice before returning to Consumers Energy.

Therefore, if this contract extension with Constellation is not approved the City would give the notice and be able to start purchasing utility natural gas in October or November 2019. The City would have to purchase natural gas on a month to month basis until the expiration of the 12 month waiting period. This is not recommended due to the favorable pricing available through the proposed Constellation contract.



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: Christina Anderson, City Planner

DATE: 10/19/2018

SUBJECT: Addition of Chapter 50 Zoning to City's Code of Ordinances and Repeal of 6.1 of Appendix A Off-Street Parking and Loading

RECOMMENDATION

It is recommended that the City Commission introduce the proposed text amendments and set a public hearing on November 19 to hear comments and consider their adoption.

BACKGROUND

Intent

To realize the vision of the Northside Neighborhood Plan recently adopted by the Commission and the 2025 Master Plan, several zoning changes are proposed, focusing in and around the Northside Cultural Business District. The Neighborhood Plan notes two goals related to zoning: 1) ensure zoning preserves existing and allows new residential uses, and 2) create zoning that is flexible and allows a mix of residential, commercial, and maker spaces. This is one of two agenda items before the Commission tonight related to the proposed zoning changes. This item will specifically focus on the creation of Zoning text amendments and the repeal of duplicative language in the current Zoning Ordinance to achieve these goals.

Vision

The community vision for the Northside Cultural Business District, even before it was designated as such through the MiNeighborhood Planning activities in 2014-2015, was for an active, walkable, mixed-use business area. The 2009 Northside Neighborhood Plan refers to a set of design guidelines to support this vision and recommended their inclusion in the City's Zoning Ordinance. These guidelines included buildings built close to the street, primary entrances at the sidewalks, and windows on the street facing building façade.

During Imagine Kalamazoo and in the resulting 2025 Master Plan, key streets in this area were designated for a mix of uses through urban edge and neighborhood edge. The intersections of Paterson Street with Westnedge Avenue, Paterson Street with Burdick Street, and Ransom near Park and Church Streets are designated Nodes. Master Plans and Neighborhood Plans set the vision for an area. Zoning is intended to support this vision, which is why the zoning changes are before the Commission for review.

Zoning to Support Vision

After careful review, City staff determined that none of the existing zoning districts in the City's Zoning Ordinance

fit the vision outlined in the 2025 Master Plan and in particular for the vision outlined for the Northside. As a result of this, City staff is proposing three new mixed use districts for inclusion in the Ordinance and the application of these districts in specific locations in and around the Northside Cultural Business District. The three proposed districts are:

Node. These areas are intended to create walkable, mixed-use commercial corners in neighborhoods. Nodes allow a wide range of commercial uses on the ground floor with commercial and residential uses allowed on upper floors.

Live-Work 1. Live-Work 1 allows for residential and businesses in the same blocks and buildings. A wide mix of commercial and residential uses - including single family homes and duplexes-are allowed that match what already exists in the neighborhood. Live-Work 1 has a focus on building form as it faces the street, while allowing a flexible uses within the building.

Live-Work 2. Live-Work 2 also allows for residential and businesses together. The district allows for the widest mix of uses of the three, including residential, commercial, limited industrial, and maker spaces. The district serves as a transition from the higher density of Downtown and nearby Industrial. Live-Work 2 has similar building requirements to Live-Work 1.

Proposed Text Amendments

In creating and applying these new districts, Staff performed many spot tests to see how the standards would work on existing parcels and with examples of projects. Staff reviewed this information with the Incremental Development Alliance team who has conducted both staff training and small developer trainings in the City. Staff also discussed elements of the proposed text amendments with members of the Site Plan Review Committee to further review the proposed changes, including those to impervious coverage allowances, driveway width and location, and parking standards. The goal of this review of the proposed text amendments is to make them grounded in the reality of Kalamazoo. Out of these discussions, for example, it became obvious that the parking and loading regulations would need to be updated to work with existing lot sizes and uses in a way that they have not in the past, resulting in the need for variances or failed projects. The following text amendments are proposed:

- **Zoning Ordinance New Location.** Over the next year, City staff will be presenting many changes to the City's Zoning Ordinance. As is presented by the cover of the draft received by Commissioners the City's Zoning Ordinance will ultimately be housed, not in Appendix A of the Municipal Code, but within the Municipal Code itself as Chapter 50. As current regulations are reviewed and edited, it will be moved over to the new location.
- **Three New Mixed-Use Districts.** The three new districts included in this text amendment are written in a different style than the City's current code. Specifically, the new districts incorporate form-based standards. These are standards that include a focus on the form of the building and consideration of how the building relates to the street and the rest of the structures on the block in addition to the traditional focus on use. It is a zoning tool ideal for mixed-use, walkable areas where the building itself will significantly impact the interest and character of the street. The new districts include standards for primary entrances on front facades, minimum amount of windows or transparency on the front facade, minimum and maximum building heights, and use of build-to zones rather than setbacks to regulate building placement on a lot. A build-to zone sets an area in which the front of a building must be located instead of a setback line, which only regulates how close a building can be to a property line, but not how far away. The text for these new districts is heavily illustrated and written simply for ease of understanding by all types of Ordinance users.
- **Parking and Loading Regulations.** The City's parking and loading standards, currently housing in 6.1 Off-Street Parking and Loading, were reviewed and edited. Updated versions of the required parking table and required bicycle parking table are included in this draft. The revised regulations include considerations for shared parking areas, allowance for on-street parking, allowance for a wider range of surface materials for driveways and parking areas, minimum and maximum widths for driveways, and design standards for parking spaces and drive aisles within a parking lot.

POLICY CONSIDERATIONS

This proposal is in alignment with Northside Neighborhood Plan. It is also supported by the 2025 Master Plan, specifically the Future Land Develop Plan denotes this area as a mix of Commercial, Node, Urban Edge, Neighborhood Edge, and Residential land use designations.

These proposed zoning changes are in alignment with the Strategic Vision, including:

- Economic Vitality: Economic Assistance. Use investments, incentives, and policies to reach community wide goals for affordable housing, increase public transportation, local business success, and to avoid involuntary displacement.
- Economic Vitality: Business Opportunity. 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.
- Economic Development: Downtown & Corridor Experience. Support the development of a downtown district and vibrant corridors to meet the changing needs of our community.
- Strength Through Diversity: Inclusive Planning. Support the preservation of community identity through diversity, inclusion, and participation in the process of developing a community/neighborhood vision.
- Complete Neighborhood: Neighborhood Planning. Create long-term plans for Complete Neighborhoods implementation, including housing, transportation infrastructure, and land uses that explore and support neighborhood visions.
- Complete Neighborhood: Access to Daily Needs. Provide safe and easy access to goods, services, and resources for daily needs of neighborhood residents, including places for socialization.

COMMUNITY RESOURCES CONSULTED

In addition to being discussed at the Imagine Kalamazoo neighborhood meeting (December 2016) and at the four Northside Neighborhood meetings (April, May, June 2018), City staff held an informational meeting on August 29th. The meeting was included in the notice letters sent to property owners within the proposed rezoning area. About two dozen attendees viewed maps, asked questions, and learned more about the proposed changes and how they relate to the Northside Neighborhood Plan.

This item was discussed and reviewed at public hearings that spanned two Planning Commission meetings. At the first meeting, staff presented the intent of the changes and previewed the regulations. At the second meeting, staff presented the draft regulations. A public hearing over the course of the two meetings allowed many residents to speak to the matter. Their comments were overwhelmingly positive. The Planning Commission unanimously recommended approval of the zoning changes to the City Commission.

FISCAL IMPACT

This proposal is removing zoning barriers to housing and business development on the Northside. Without these changes housing infill and new economic development will be continued to be saddled with expensive and time consuming hurdles. These zoning changes are intended to set the table for the development envisioned on the Northside and then step out of the way, rather than serve as a constant drag on a project.

ALTERNATIVES

The Commission could opt to not move this item forward for a public hearing and vote. This action would be contradictory to the Commission's recent affirmation of the Northside Neighborhood Plan and support of the

2025 Master Plan,

ATTACHMENTS:

Type	Description
▣ Presentation	Intent for Changes in Northside
▣ Master Plan	Northside Neighborhood Plan 2018 Excerpt
▣ Master Plan	2009 Northside Neighborhood Plan Design Guidelines
▣ Ordinances	New Chapter 50
▣ Ordinances	Ordinance

Residential Zoning Issues

We heard....

Zoning Changes Proposed Will....

Preserve Existing Housing/ Remove barriers to rehab-ing & building new houses

Remove Manufacturing & Commercial zoning from residential lots

Allow residential by-right within the Northside Cultural Business District with creation of new mixed use districts: Node & Live-Work 1 & 2

Return zoning to residential outside of District

Build New Housing to Accommodate All Resident Needs

Allow residences in more locations with new districts

Allow different types of housing within the Northside Cultural Business District, including single family, duplex, and multiple family units

Allow Accessory Dwelling Units

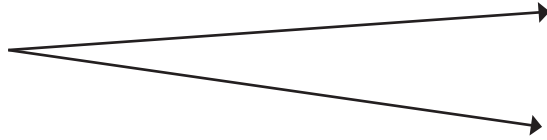
Preserve Existing Character

Use existing setbacks and heights to guide standards

Mixed Use Related Zoning Issues

We heard....

Allow for a mix of uses
within Northside
Cultural Business
District

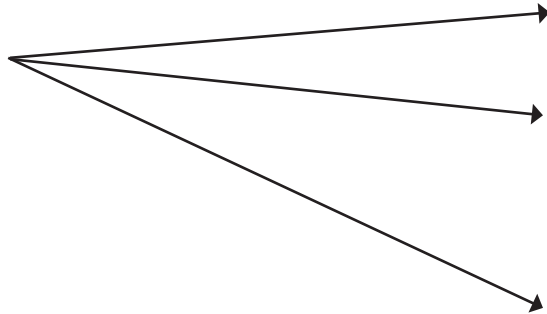


Zoning Changes Proposed Will....

Expand allowed commercial, maker space, & limited industrial uses

Expand home occupation opportunities

Create a Walkable,
Active Mixed-Use
Streets



Use existing setbacks and heights of traditional buildings to guide standards

Include front entrance, minimum windows, and parking location requirements as first noted in 2009 Northside Neighborhood Plan

Create a zoning standards for key corners (Nodes) that promote active uses on ground floor with flexible uses allowed upstairs

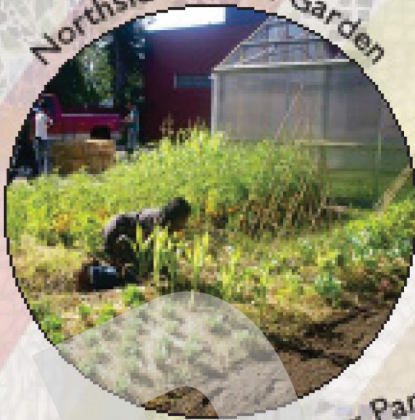
Preserve Existing
Housing within
Northside Cultural
Business District



Within Northside Cultural Business District: allow residential on ground floor in Live-Work Zoning (LV-1 & LV-2), including single family, duplex, and multiple units

Northside Neighborhood Plan

Northside Urban Garden



Northside Community Center



Water Park and Splash Pad



**Originality,
Options &
Opportunities**

Neighborhood Meeting



Neighborhood Grocery Store



NACD - 2018



"People Helping People" Since 1981

Northside Association for Community Development

Introduction

Neighborhood plans are the road map to help residents and neighborhood leaders identify where the neighborhoods should go in the future. The 2018 Northside Neighborhood plan has updated recommendations and goals to be focused short term actions. At three community meetings residents defined immediate actions for a specific corridor area called the Northside Cultural Business District. This plan will be adopted into the 2025 Master Plan.

The 2018 plan for the Northside builds on four (4) Strategic Goals:

1. Increase the number of resident owned businesses, especially those by African Americans & low income residents.
2. Preserve existing housing and build new housing to accommodate all resident needs.
3. Make enjoyment of the arts, culture, and open space part of the northside neighborhood way of life
4. Strengthen support systems for workforce development, safety, and youth programming.

Alignment with Strategic Vision

Alignment with Strategic Vision		Strategic Vision Goals										
		Shared Prosperity	Connected City	Inviting Public Places	Environmental Responsibility	Safe Community	Youth Development	Complete Neighborhoods	Strength Through Diversity	Economic Vitality	Good Governance	
Northside Neighborhood Plan Update Strategies		SP	CC	IPP	ER	SC	YD	CN	SD	EV	GG	
Increase the Number of Resident Owned Businesses, Especially Those by African Americans & Low Income Residents.		●	●	●				●	●	●		
Preserve Existing Housing and Build New Housing to Accommodate All Resident Needs.						●		●				
Make Enjoyment of the Arts, Culture, and Open Space Part of the Northside Neighborhood Way of Life.				●				●	●			
Strengthen Support Systems for Workforce Development, Safety, and Youth Programming.		●				●	●			●		

This neighborhood plan aligns with the strategic vision goal Good Governance by following an inclusive and transparent planning process.



"People Helping People" Since 1981

Northside Association for Community Development

Strategy 1. Increase the Number of Resident Owned Businesses, Especially Those by African Americans & Low Income Residents.

Update Zoning

ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	FUNDING
Allow for mixed use development to support new resident owned businesses and affordable housing options	Support for mixed use buildings	Rezoning the NCBD area with options for business and housing development	Summer 2018	No Cost

Establish Northside Cultural Business District Authority

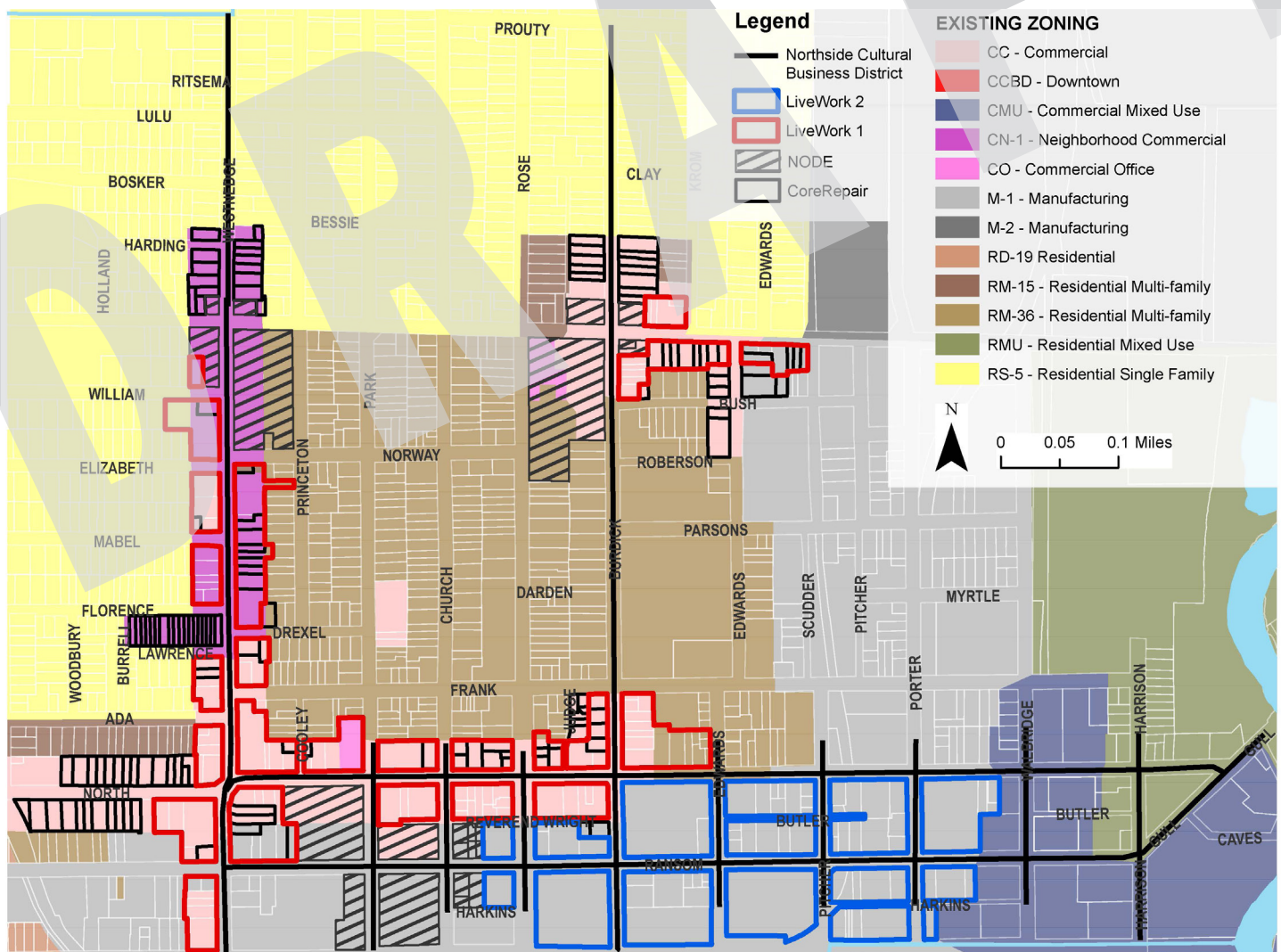
ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	FUNDING
Create the NCBD	Attend Commission meeting to voice support	Notice property owners, present to Commission	Summer 2018	No Cost
Select the Board	Property Owners, Business Owners, and Residents apply to be on the Board.	Mayor appoints Board members; Create the Board with 75% residents and 25% property owners	Fall 2018	No Cost
Develop Branding for the NCBD	Coordinate the artwork and voting for the new NCBD logo and banner locations	Support initiative with funding	Summer 2018	\$5000
Develop a TIF Plan	NCBDA Board will set funding priorities and review projects for budgeting	Assist as necessary	Fall/Winter 2018	No Cost

Action: Support Mixed Use Development

Zoning adjustments in and adjacent to the NCBD will remove barriers to economic development and help the Northside meet its vision for walkable streets providing for a mix of uses and housing that meets the needs of all its residents. Current zoning districts, including manufacturing (M1) and Community Commercial (CC), allow a wide range of intense commercial and manufacturing and do not promote development compatible with walkability and neighborhood scale.

Three new zoning districts are being considered for the NCBD, Node, Live Work 1, and Live Work 2 (mapped as proposed below). These districts focus on promoting a mix of uses (residential, commercial, maker spaces, and clean industrial) and guide buildings to be built with little or no setback from the street with clear front entrances and storefront windows.

Parcels To Be Considered For Immediate Zoning Changes



Strategy 2. Preserve Existing Housing and Build New Housing to Accommodate All Resident Needs.

Perserve Single Family Housing

ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	COSTS
Change zoning to preserve existing single family housing "Core Repair" map on page 9	Support zoning of housing back to residential	Rezone the housing back to residential that is currently non-conforming	Summer 2018	
Change zoning to allow for infill of affordable single family housing throughout the neighborhood	Support zoning when presented to Commission	Change zoning to eliminate barriers	Summer 2018	
Put a Neighborhood Enterprise Zone in place to support homeownership of new and rehabilitated homes in the Northside	Partner in program development and administration	Partner in program development and administration	Establish within 3 years	

Create Affordable Housing Opportunities

Support small scale local development and housing infill	Attend trainings, develop small scale (duplex, triplex, quad) developments	Provide trainings in the neighborhood to create small scale development and housing infill	Trainings will begin Fall 2018 and 2019	
Create long term affordable housing	Develop affordable housing based on income levels of the City of Kalamazoo	Support with resources and coordination of projects as necessary	Ongoing	\$\$\$

Address Existing Housing Conditions

Identify funding to help existing homeowners with repairs	Grant funding to homeowners for repairs as available	Partner in program development and administration	Ongoing	\$\$\$
Increase participation in registered rental program	Report unregistered rentals to City	disseminate information about rental program	Ongoing	\$



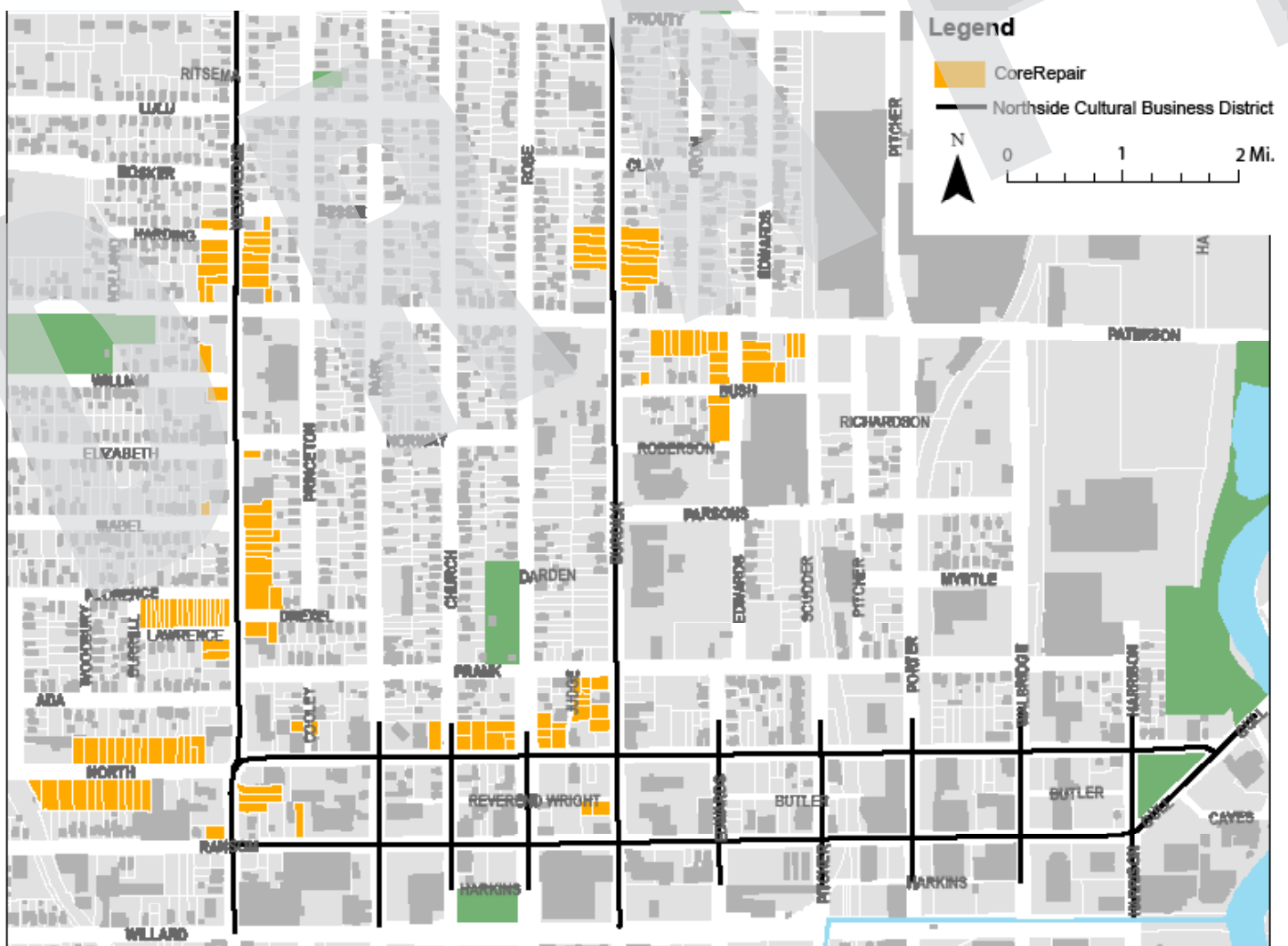
"People Helping People" Since 1981

Northside Association for Community Development

Action: Preserve Housing (Core Repair)

The existing commercial and manufacturing zoning districts throughout the Northside serve as barriers to the preservation of existing housing and the development of new housing to meet the neighborhood's needs. Many of these areas were noted through the Neighborhood Plan update process and are noted as yellow in the map below. To remove this barrier, these areas will be rezoned to districts that permit and promote residential uses.

Parcels To Evaluate For Residential Use and Preservation

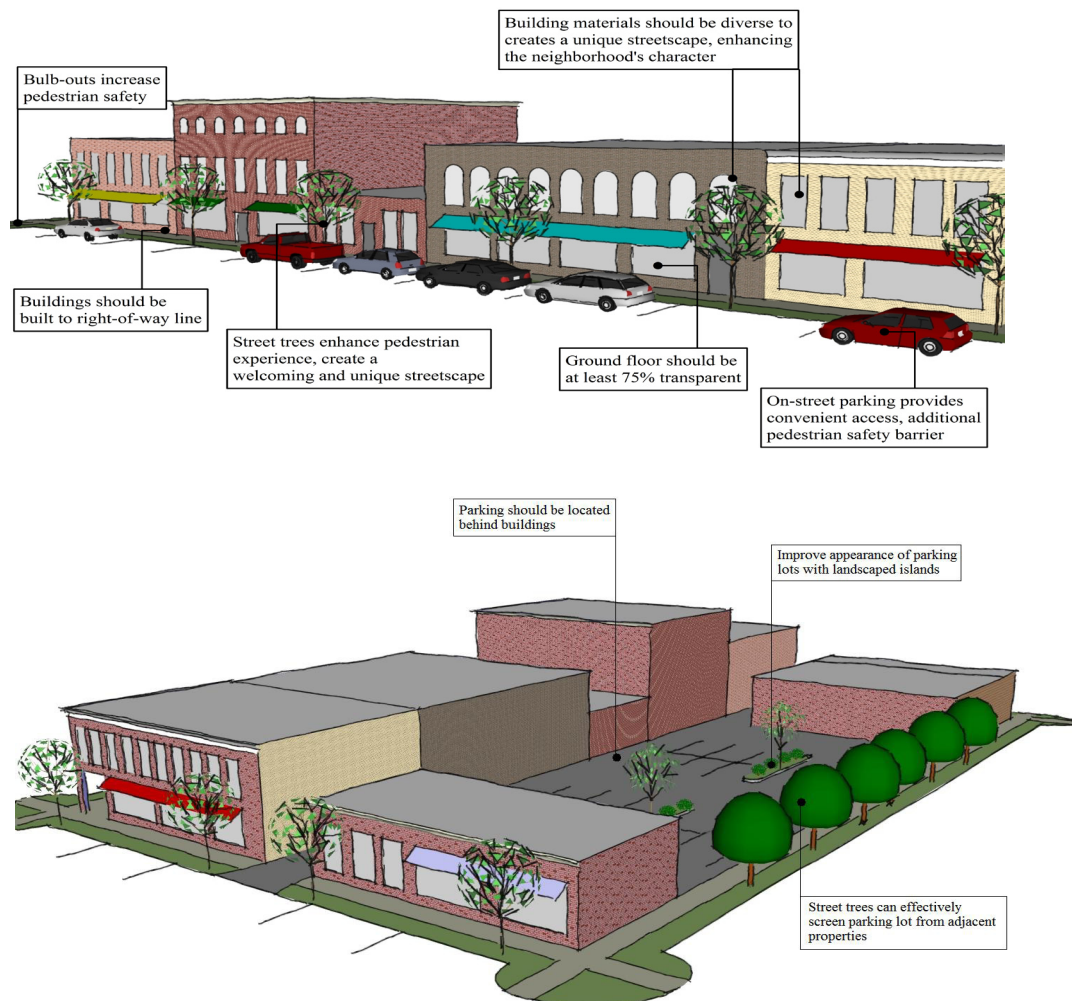


Promote Design Guidelines

To enhance the streetscape of the core area and to foster a bustling neighborhood center, immediately adjacent to downtown Kalamazoo, design guidelines should be encouraged. These guidelines can be incorporated into the City's Master Plan and memorialized into the City's Zoning Ordinance.

Some existing sites have a suburban appearance, with parking lots in the front yard and buildings set far back from the sidewalk. This communicates that portions of the Northside are meant for automobiles – not people. Some of the older, more historic portions of the core display the characteristics of a people-centered community, with large windows over-looking the sidewalk, buildings built to or near the right-of-way line, high-quality building materials with unique attention to detail, and primary entrances opening up to the sidewalk. These attributes should be promoted and new development should be consistent with this pattern.

6. Design Guidelines





Chapter 50: Zoning Ordinance

THE CITY OF KALAMAZOO



imagine
kalamazoo
2025

Chapter 50 - Table of Contents

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How to Use These Regulations

The Live-Work 1, Live-Work 2, and Node zoning districts establish a set of development regulations that focus not only on the use of the building, but also the building's form and impact on the block. These regulations go beyond basic setback lines and maximum height to consider such development components as building entrance, minimum amount of transparent windows, and both minimum and maximum heights. This type of standards is referred to as a form-based zoning. These development components are compiled into Lot Types (refer to 5.6 Lot Types) and each zoning district allows for one or more Lot Type. These regulations are different than the traditional zoning regulations in the City of Kalamazoo, but they are written plainly, organized using tables, and are clearly illustrated for ease of use.

To determine the zoning regulations that apply to a parcel, please follow these steps. The Planning Division is always available to answer questions at 269-337-8044.

1 Zoning District.

What zoning district is your property located?



Locate the property on the Zoning Map (refer to Figure 1.2-1 Zoning Map.)

2 Permitted Use.

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



Refer to the 4.1-1 Use Table to review what uses are permitted in each Zoning District. Information on Accessory Uses and Structures can be found in Table 4.1-1.

3 Development Standards.

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



Refer to Table 5.6-1 Lot Types by District to determine which set of development standards are permitted, including dimensional standards that locate a building on a lot and standards for the building facades.

Review the Lot Type Standards in section 5.6, each of which is summarized in a table and with illustrations.

When rehabbing an existing building refer to section 1.4 to determine what activities would result in meeting the requirements of Chapter 50.

Article 50-1. General Requirements.

50-1.1 Purpose.

A. The intent of these requirements is to

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

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

50-1.2 General Provisions.

A. Zoning. Map. The zoning districts detailed in these regulations are mapped according to Figure 1.2-1.

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

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

50-1.3 Definitions.

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

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

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

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

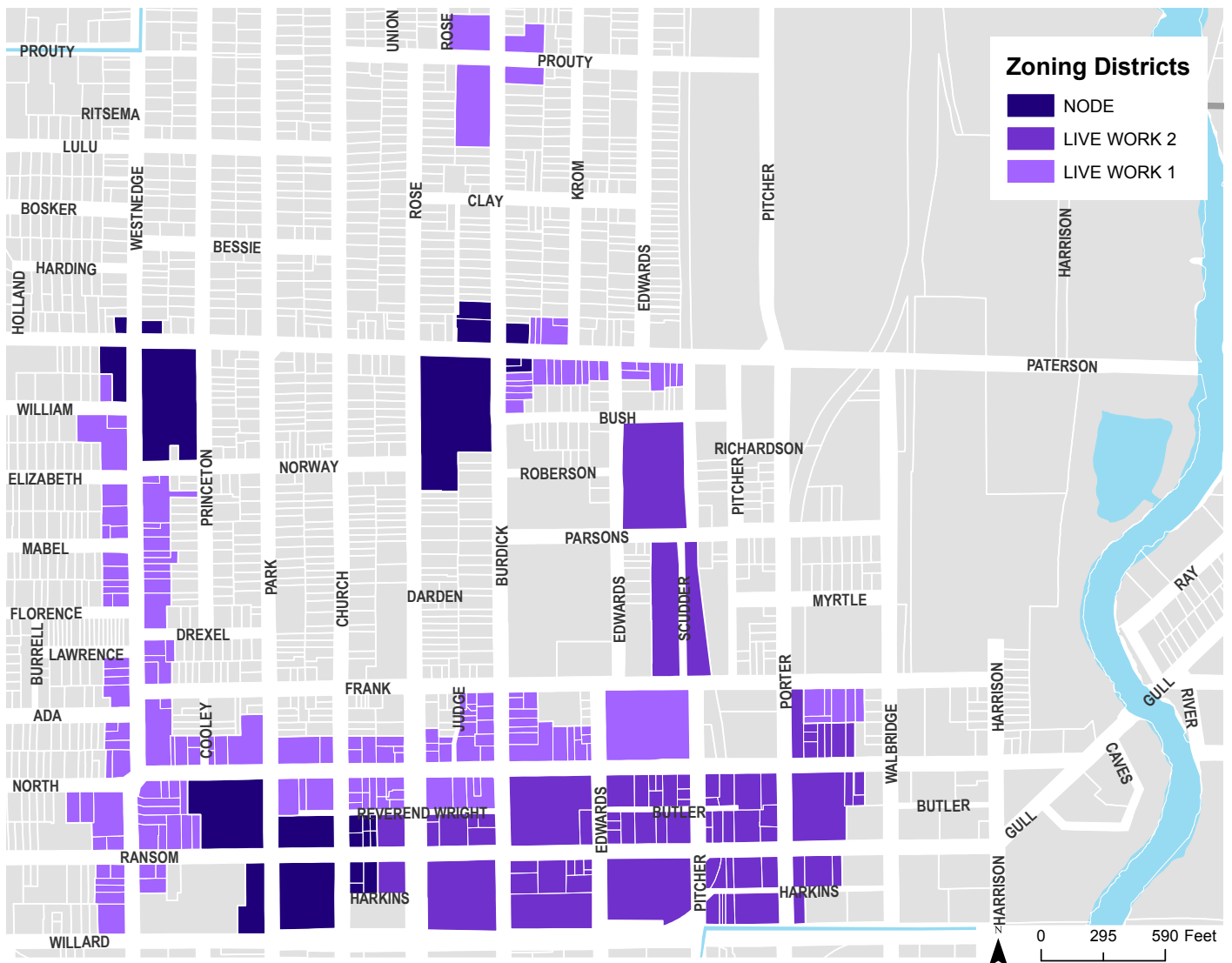


Figure 1.2-1 Zoning Map.

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

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

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

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

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

I. Occupied Space. The area within a building that is occupied by the building's permitted uses. This does not include interior parking or loading areas, utility, or storage areas, unless otherwise noted.

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

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

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

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

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

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

Q. Story, Ground. Also referred to as ground floor. The first floor of a structure that is level to or elevated above the finished grade, measured at the front and corner facades. This excludes partially above-ground basement areas. Refer to Figure 5.3-1 Measuring Height.

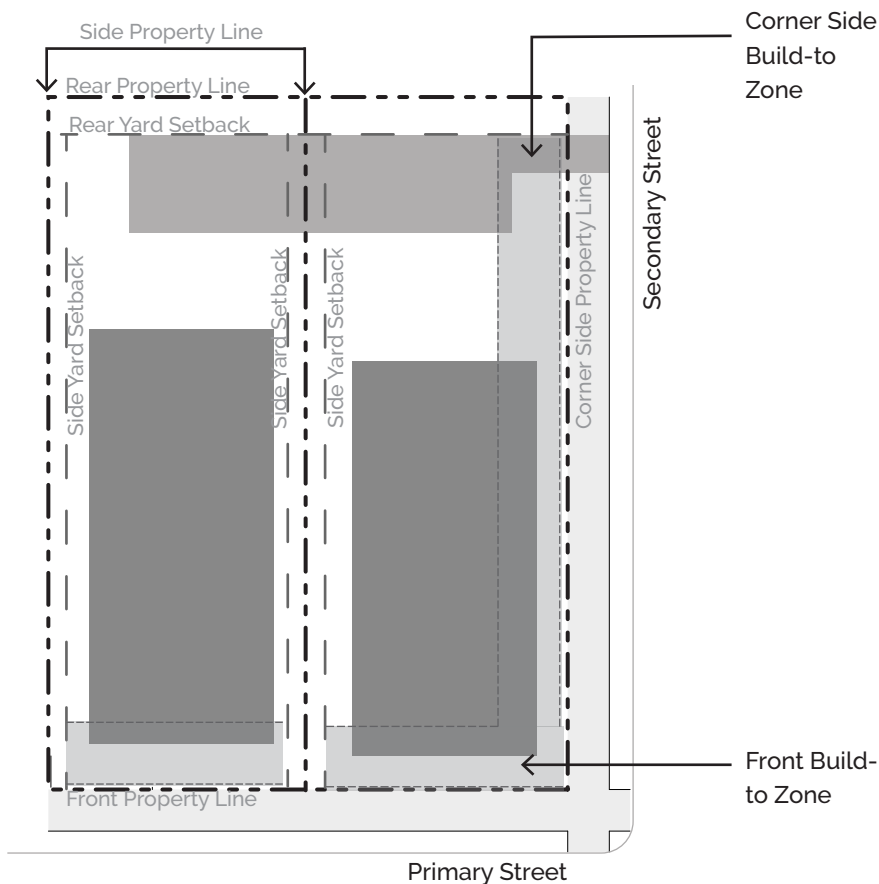


Figure 1.3-1 Build-to Zone, Property Lines, & Yards.

R. Story, Half. A floor located partially below grade and partially above or a floor located within the roof structure facing that has transparency facing a street.

S. Story, Upper. The floors of a structure located above the ground story. Also referred to as upper floor.

T. Structure, Primary. A structure that contains the lot's primary use and is located in the front-build to zone. A lot may contain more than one primary structure, refer to 5.6 Lot Types.

U. Structure, Accessory. A structure that contains a secondary or accessory use on a lot. Accessory structures are typically smaller in size than the primary structure and located toward the rear of the lot. Refer to 4.5 Accessory Uses and Structures.

V. Surface, Pervious. An area that allows for the absorption of water into the ground or vegetation. Also referred to as permeable are.

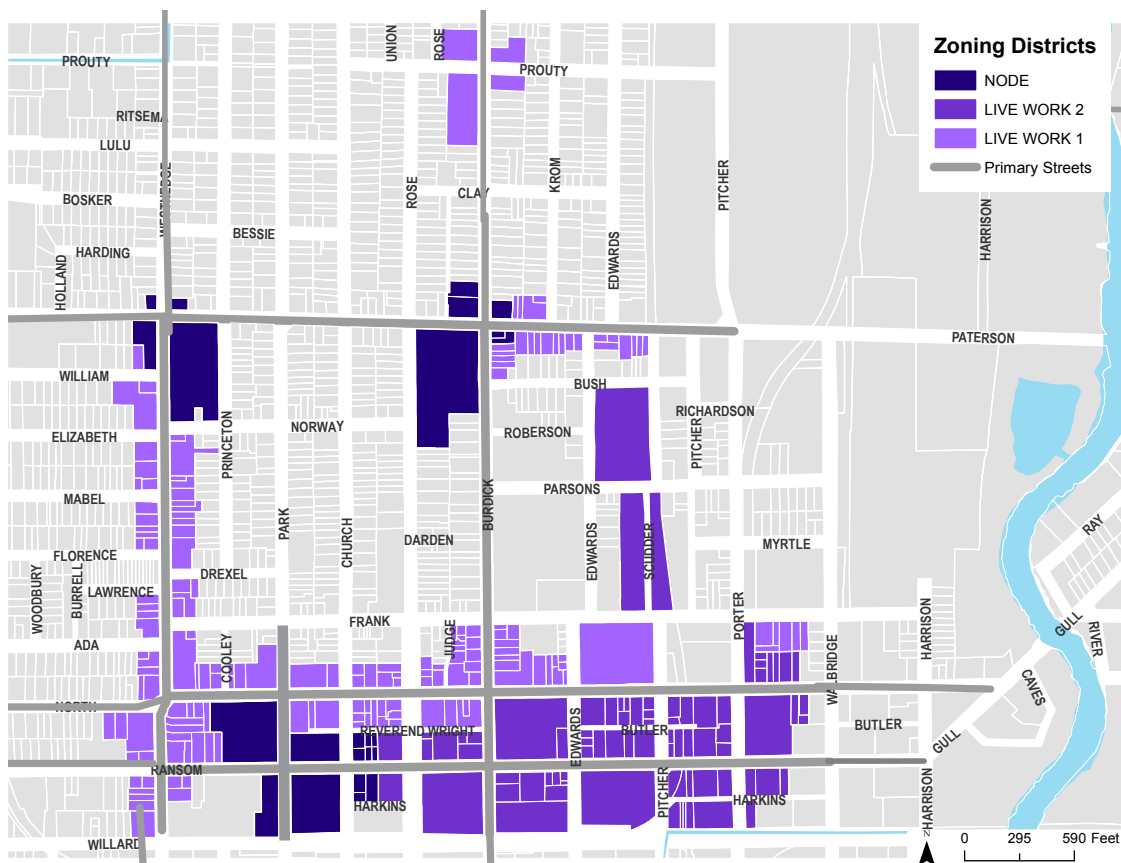


Figure 1.3-2 Primary Street Map. Streets

W. Surface, Impervious. Areas covered with surfaces that do not allow at least forty (40) percent absorption of water into the ground, including areas for driveways, parking lots, and walkways and structures.

X. Surface, Semi Pervious. An area that allows for at least forty (40%) absorption of water into the ground or vegetation. Semi-pervious materials can include such materials as porous pavement, pavers, crushed stone, or gravel.

50-1.4 Nonconformances.

Refer to Chapter 9. Nonconformities of Appendix A for the management of nonconforming uses of land and nonconforming structures and uses of structures with the following additions.

A. Regulations of Chapter 50 shall be met when,

- (1) Change in Use. The nonconformance exception ends when a change of use will result in a fifty (50) percent or greater change in capacity or intensity, such as an increase in gross floor area, seating, or residential units.
- (2) Change in Structure. The nonconformance exception ends when the associated structure is modified to change the gross floor area by fifty (50) percent or more.

B. Nonconforming Site Characteristics. Site characteristics may continue in accordance with the following.

- (1) Ten Percent Exception. A site characteristic is not considered nonconforming if the size of the nonconformance is less than ten (10) percent of the requirement.
- (2) Change In Use. The nonconforming site characteristic exception ends if a change of use will result in a fifty (50) percent or greater change in capacity or intensity, such as an increase in gross floor area, seating, or residential units.
- (3) Change in Structure. The nonconforming site characteristic exception ends if the associated structure is modified to change the gross floor area by fifty (50) percent or more.
- (4) Exception for Multi-Tenant Signs. Multi-tenant signs are exempt from this requirement in that an individual or tenant is permitted to install a new sign or change out signage within a multiple tenant sign provided that the new signage does not increase the amount of nonconformance.

C. Street Facing Façade. When a building located within the build-to zone is renovated without changing the overall square footage, the regulations of 5.5 Street Facing Facades shall be met when any of the following occur.

- (1) Installation of new entrance or change in location of entrance on a street facing façade.
- (2) Change in window location or size on a street facing façade by thirty (30) percent or more.
- (3) Change or replacement of more than thirty (30) percent of façade materials on a street facing façade with a different material.

Article 50-2. Review Bodies.

Reserved

Article 50-3. Zoning Districts.

50-3.1 Zone Districts. Refer to Figure 1.2-1 for the Zoning Map of the following districts.

A. Node District. Nodes are intended to create walkable, vibrant mixed-use commercial areas in Kalamazoo neighborhoods with a focus on building form that promote inviting public places. Nodes allow a wide range of commercial uses on the ground floor with commercial and residential uses allowed on upper floors. Nodes are located based on the Master Plan, Future Land Development Map.

B. Live-Work 1 District. Live-Work 1 promotes a wide mix of commercial and residential uses in a scale and with a building form compatible with Kalamazoo neighborhoods and corridors. Live Work 1 standards focus on the building form, specifically along the street, while allowing a flexible list of uses within the building.

C. Live-Work 2 District. Live-Work 2 is intended to promote a wide mix of uses, including residential, commercial, and craftsman industrial users. Typically located adjacent to the Downtown or traditional industrial areas, Live-Work 2 is similar to Live-Work 1, but allows for more urban scaled development.

Article 50-4. Uses.

50-4.1 General Provisions. The following general provisions apply to the uses outlined in Table 4.1-1 Use Table.

A. Permitted Uses. Uses are either permitted by-right, permitted with development standards, or permitted if a special use permit is granted from the Planning Commission.

B. Lot Type Required. All uses shall be located within a permitted Lot Type, unless otherwise specified.

C. Required Licenses. Any facility that is required to be licensed by the State of Michigan shall have a valid license at all times. It is a violation of this Code to operate at any time without a valid license.

50-4.2 Organization. The uses listed in the Table 4.1-1 are grouped into general categories and shall be interpreted as follows.

A. Unlisted Similar Uses. If a use is not listed, but is similar in character and impact to a use in the permitted, permitted with development standards, or permitted with a special use permit, it may be interpreted by the City Planner as similar.

B. Unlisted Dissimilar Uses. If a use is not listed and cannot be interpreted as similar to a listed use, the use is not permitted.

50-4.3 Use Table. Table 4.1-1 outlines the permitted uses by zoning district. Uses are permitted in one of the following ways.

A. Permitted. Uses in the table noted with "P" are permitted by right in the zoning district(s) in which they are listed.

B. Permitted, Development Standards Required. Uses in the table noted with "PD" are permitted by right in the zoning district(s) in which they are listed provided that they are developed with the listed development standards. The development standards listed are intended to manage potential impacts associated with it, making it appropriate in a location where it might otherwise have not been allowed.

C. Special Use. Uses in the table noted with "S" are permitted with the approval of a special use permit from the Planning Commission in the zoning district(s) in which they are listed.

50-4.4 Use Definition and Standards. The following details the uses listed in Table 4.1-1 and describes any development standards necessary.

A. Residential/Lodging Uses.

- (1) Bed and Breakfast. An establishment providing short term lodging and service of at least one (1) meal per day to guests on a lot that also serves as the principal residence of the operator.
- (2) Hotel/Motel. An establishment that permits short term lodging with or without an in-room kitchen where the rooms are accessed from an interior corridor or hallway (hotel) or exterior passageway (motel). Restaurant, meeting spaces, and retail are commonly associated with this use.
- (3) Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care. Residence that provides short or long term lodging with services such as meals, personal care, supervision of self-administered medication, medical care, and therapy. This type of facility would not meet the definition of a hospital. In the districts where it is Permitted with Development Standards ("PD"), a rehabilitation center is permitted for up to six (6) persons.
- (4) Residential. Dwelling units located within a primary structure on a lot. In the districts where residential is Permitted with Development Standards ("PD"), residential units are only permitted on upper stories or on the ground floor if interior to the building at a depth of at least fifteen (15) feet measured from the front facade and corner facade when on a primary street.
- (5) Residential, Multi Family. Five (5) or more dwelling units located within a primary structure on a lot. In the districts where residential is Permitted with Development Standards ("PD"), residential units are only permitted

Table 4.1-1 Use Table

	Node	Live Work 1	Live Work 2
Residential/Lodging			
Bed & Breakfast		P	
Hotel/Motel	P	P	P
Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care		PD	PD
Residential (1 & 2 units)	PD	P	PD
Residential (3 & 4 units)	PD	P	P
Residential: Multifamily (5 & more units)	PD	P	P
Rooming House		P	P
Transitional Residence		P	P
Civic/Institutional Uses			
Assembly	PD	P	P
Assembly, Religious	S	S	S
College and University	P	P	P
Hospital		P	P
Library & Museum	P	P	P
Parks & Open Space		P	P
Police & Fire Station	P	P	P
School		P	P

Commercial			
Agriculture		PD	PD
Day Care	PD	PD	PD
Entertainment Sports (Participant - indoor)	P	P	P
Entertainment Sports (Participant - outdoor)		S	S
General Retail	P	P	P
General Services	P	P	P
Kennels			PD
Office	P	P	P
Outdoor Sales & Storage		S	S
Package Liquor	PD		
Parking (stand alone)		PD	PD
Vehicle Service		PD	
Industrial			
Craftsman Industrial	PD	PD	PD
Industrial			PD
Warehouse & Distribution			S

on upper stories or on the ground floor if interior to the building at a depth of at least fifteen (15) feet measured from the front facade and corner facade when on a primary street.

(6) Rooming House. A type of group living use in which space is let primarily for sleeping purposes, with or without meals, by the owner or agent to persons who are not related to the owner or operator by blood, marriage, or adoption..

(7) Transitional Residence. A residential facility that provides temporary accommodations and on-site management, including 24-hour care, for its residents. Transitional residences can accommodate both individuals and families and can serve a variety of populations, such as the homeless, domestic violence victims, or those recovering from addictions. Residency often requires attendance at classes, trainings, or counseling sessions which may occur on-site. Residents typically do not keep personal vehicles on site.

B. Civic/Institutional Uses

(1) Assembly. A use that has organized services, meetings, or programs to educate, entertain, or promote discussion amongst the community. It can be a public or private facility. Examples of Assembly include a club, lodge, theatre or community center. In the districts where residential is Permitted with Development Standards ("PD"), clubs and lodges and other similar uses with limited hours or private membership are not permitted in Nodes.

(2) Assembly, Religious. An assembly use that focuses on religion, a house of worship. Residential uses accessory to the religious assembly use, such as convent, rectory, or caretaker's residence, are permitted with this use. In the districts where Religious Assembly is Permitted with a Special Use Permit ("S"), facilities that accommodate less than fifty (50) persons are permitted without obtaining a special use permit.

(3) College and University. An educational institution authorized to award associate, baccalaureate, or other higher degrees and certificates.

(4) Hospital. A state licensed facility providing in-patient accommodations; a wide range of medical and surgical care; and other in-patient health services for sick or injured persons. Permitted secondary uses with this type of facility may include, laboratories, outpatient department, training facilities, central services, offices, residences, dining areas, and retail.

(5) Library and Museum. An establishment housing educational, cultural, artistic, or historic information resources, and exhibits that is open to the public. Permitted secondary uses with this type of facility include retail space, food

4.1-1 Use Table Key

P Permitted PD Permitted - Development Standards Required
S Special Use

sales, dining, and meeting rooms.

(6) Parks and Open Spaces. An area of land designed and equipped for passive or active recreation or open air gathering.

(7) Police and Fire Stations. A facility that provides protection to a district or entity according to fire, life, and safety code sections. Permitted secondary uses with this type of facility include storage of equipment, indoor and outdoor parking of vehicles, offices, residences. Police and Fire Stations are exempt from any entrance bay and vehicle access standards noted in 5.6. Lot Types.

(8) School. A public or private education facility, including elementary, middle, and high schools. Schools may include space for classrooms, laboratories, gymnasium, pools, theaters, dining services, and outdoor athletic or recreational facilities.

C. Commercial

(1) Agriculture. Growing of food crops indoor or outside for personal use, donation, or sale (on or off site); this excludes the growth of marihuana plants for medicinal or recreational purposes. In the districts where Agriculture is Permitted with Development Standards ("PD"), the following standards apply.

(a) Size. Maximum lot size is 10,000 square feet.

(b) Lot Type. No Lot Type is required unless a hoop house, green house, or farm stand are constructed then 5.6.G Outdoor Market Lot Type apply.

(c) Intensity. Use of outdoor farm machinery is not permitted.

(2) Day Care. A use providing care, protection, and supervision for children or adults on a regular basis away from their primary residence for periods of less than twenty-four (24) hours. In the districts where a day care is Permitted with Development Standards ("PD"), the following is required.

(a) Outdoor Play Area. At least one (1) outdoor play area will be provided as follows.

[1] Size. The size of this play area will be measured at a rate of 100 square feet for each child the facility is permitted to have at maximum attendance.

[2] Enclosure Requirement. The play area must be enclosed on all sides by building or fencing.

(b) In-Home Day Care Facilities. Day care facilities located in a residence, also referred to as a in-home day care facility, containing seven or more participants require a special use permit.

(3) Entertainment and Sports. An establishment that provides sports and recreation activities for participants. These may occur indoor, including such indoor facilities as bowling alleys, escape rooms, pool, billiards, arcade, and outdoors, such as mini golf, ropes courses, swimming pools, and driving ranges. In the districts where Entertainment and Sports is Permitted with a Special Use Permit ("S"), outdoor facilities using an Outdoor Market Lot Type require a special use permit.

(4) General Retail. A category of uses involving the sale of goods and merchandise. General Retail includes such uses as those listed in table 4.4-1.

(5) General Services. A category of uses that provides patrons services and often retail products related to those services. General Services includes such uses as those listed in table 4.4-1.

(6) Kennels. Care of domestic and small animals, such as dogs and cats, that can include day or overnight care. Kennels can be located inside a building or outside and may also provide grooming and training services. In the districts where a kennel is Permitted with Development Standards ("PD"), outdoor kennels are not permitted.

(7) Office. A category of uses that involve the transactional affairs of a profession service, industry, or government. Patrons of these uses typically have set appointment or meeting times; these businesses do not typically rely on walk-in customers.

(8) Outdoor Sales and Storage. A use that involves the sale, rental, and minor repair of items where the majority of the goods are stored or displayed outdoors. This includes such uses as sale and rental of vehicles with less than 10,000 pounds gross cargo weight, motor homes, and boats and the sale of building or landscape materials such as plants, gravel, or rocks. In the districts where outdoor sales and storage is Permitted with Special Use Permit ("S"), the following standard applies.

(a) Screened. Storage of all outdoor items must be screened from view from side and rear property lines; storage of loose materials such as rock, gravel, or soil must be additionally screened from the front and corner side property lines.

(b) Outdoor Market Lot Type. If the Outdoor Market Lot Type is utilized (refer to 5.6.G), the build-to zone requirement must be followed.

(9) Packaged Liquor. A retail establishment licensed by the Michigan Liquor Control Commission selling packaged alcoholic liquors, including beer, wine, and spirituous liquors, for consumption off-site. This use does not include establishments meeting the definition of an eating and drinking establishment or grocery stores. In the districts where packaged liquor is Permitted with Development Standards ("PD"), the following is required.

(a) A minimum distance of 2,460 feet is required between locations of packaged liquor uses.

(b) A minimum distance of 500' is required from parcels containing a religious assembly and school use.

(c) Calculations to determine the required distance are made along the adjacent street center lines by measuring between two (2) fixed points located on the center line(s) that are determined by drawing perpendicular lines from the closest edge of the building containing the use in question to the center line of the adjacent street.

(10) Parking Lot (Stand Alone). A lot in which the primary use is parking of vehicles for public use or private use of adjacent businesses and residences. Parking lots may not be used as towing service storage and storage for inoperable vehicles. In the districts where parking lot is Permitted with Development Standards ("PD"), the following is required.

(a) Corner Lot. A parking lot is not permitted on a corner lot.

(b) Required Treatment When Fronting on a Street.

[1] Primary Street. A parking lot is not permitted on a lot that fronts a primary street without a special use permit unless it is directly adjacent to the building that it serves.

[2] Fence. Fencing up to forty-two (42) inches in height is permitted in the landscape buffer along a street. Refer to Appendix A 6.3 Screens & Fencing for more information on fences.

(11) Vehicle Services. A category of uses that involve the servicing of vehicles and/or the sale of fuel. General retail is often associated with vehicle service uses. This category includes, vehicle service shops, car wash, and gas stations. In the districts where Vehicle Service is Permitted with Development Standards ("PD"), the following standards apply.

(a) Use Limitations.

[1] Gas stations require a special use permit.

[2] Vehicle service for semi trucks and other oversized vehicles is not permitted.

[3] Sale of packaged liquor is permitted, but must adhere to the development standards required for the

Table 4.4-1. Examples of General Retail & Service Uses.

General Retail Uses	General Service Uses
Apparel & Accessories	Animal Board, Day Care (no outdoor kennels)
Art, Craft, Hobby Store	Bank, Financial Services
Automotive Supply (no service)	Catering
Bakery	Dry Cleaning, Laundry-mat
Bicycle, Scooter, Moped Sales	Eating & Drinking Establishment, Cafe, Coffee Shop, Brewpub, Tavern, Lounge
Book Magazine, Newspaper	Fitness (ex: Gym, Yoga, Pilates, Dance Studio)
Convenience Store	Framing
Drug Store/Pharmacy	Funeral Home
Florist	Locksmith
Home Furnishing & Accessories	Mail system, copying, printing
Grocery Store, Specialty Foods	Medical Services, Optical, Urgent Care
Hardware Store	Pet Grooming
Office Supplies	Personal Services (salon, spa, barber shop)
Paper, Stationary Store	Repair of Small Goods, household goods, electronics
Pet & Pet Supply Shop	Tailor & Seamstress
Sporting Goods Sales & Rental	Tattoo, Piercing
Toy Shop	Training Center
Video Games & Electronic Sales	Travel Agency

packaged liquor use.

(b) Entrance Bays. Bays may not face a primary street.

(c) Vehicle Storage. Storage of a disabled or inoperable vehicle or one awaiting pick up is permitted on site for up to three (3) days and shall be located in the rear or side yard.

(d) Outdoor Activities.

[1] Outdoor vacuuming areas are permitted in the side and rear yards.

[2] Washing areas are not permitted outside.

[3] Repair or service activities or equipment are not permitted outside.

(e) Screening. Perimeter landscaping or fencing is required along side and rear yards.

D. Industrial.

(1) Craftsman Industrial. A use involving small scale manufacturing, production, assembly, and/or repair that includes a showroom or retail space open to the public with no environmental or nuisance impact; may also be referred to as maker spaces. Refer to table 4.4-2 for examples of uses permitted in Craftsman Industrial. In the districts where Craftsman Industrial is Permitted with Development Standards ("PD"), the following standards apply.

Table 4.4-2. Examples of Craftsman Industrial

Craftsman Industrial
Apparel, Accessories, & Finished Fabrics
Art, Glass, Textiles, Ceramics, Pottery, Woodworking
Brewing, Distilling, & Roasting
Commercial Copying & Printing
Construction, Special Trades
Electronic Assembly
Food Preparation & Production- Bakery, Beverages, Desserts, Canning, Preserving, Pasta, Dairy, etc
Furniture & Fixtures, Household Textiles, Home Furnishing & Accessories
Metal Products - Engraving, welding
Music Instruments, Recording Studio
Small Good Manufacturing & Repair

(a) Retail Component.

[1] At least ten (10) percent of the floor area must be public showroom or retail space.

[2] Retail component shall be located along the front facade of the building and utilize a storefront or stoop entrance treatment. Refer to 5.5 Street Facing Facades.

(b) Size Requirements. Maximum facility size of 10,000 square feet is permitted in Live-Work 1 and Node districts.

(c) Outdoor Storage. Outdoor storage of goods is permitted in Live-Work 2 provided the following.

[1] Area used for storage is less than or equal to five (5) percent of the site's lot area.

[2] Storage area is screened from view of the adjacent property lines.

(1) Industrial. A category of uses that allow for the production, processing, assembling, and packaging of goods. This category of uses does not have environmental or nuisance conditions that are detectable at the property lines of the site. Associated with the category are uses such as offices, warehousing, and loading or service bays. In the districts where Industrial is Permitted with Development Standards ("PD"), the following standards apply.

(a) Entrance Bays. Entrance bays are not permitted on facades facing primary streets unless they are located more than fifty (50) feet beyond the building's front facade.

(b) Outdoor Activities.

[1] Fuel pumps are not permitted.

[2] Outdoor Storage is permitted provided it does not take up more than ten (10) percent of the lot area and is screened from view from adjacent streets.

(c) Size. Maximum size of manufacturing facility is 20,000 square feet, this calculated area excludes office, showroom, or retail space. Larger facilities require review through a special use permit.

(3) Warehouse and Distribution. An industrial use involving significant commercial vehicle access and large-scale storage, both indoors and outside. In the districts where Warehouse and Distribution is Permitted with Special Use Permit ("S"), the following standards apply.

(a) Size Requirements. Maximum facility size is 20,000 square feet.

(b) Outdoor Activity. Fuel pumps and outdoor storage are permitted as follows.

[1] Must be located in the rear yard.

[2] Must be screened from all adjacent uses according to 6.2 Landscaping and Open Spaces in Appendix A.

(c) Entrance Bays. Entrance bays are not permitted on facades facing primary streets.

50-4.5 Accessory Uses and Structures.

A. Table. Table 4.5-1 outlines the permitted accessory uses and structures by district. Accessory Uses and Structures are permitted in the following ways.

(1) Permitted. Uses in the table noted with "P" are permitted by right in the zoning district(s) in which they are listed.

(2) Permitted, Development Standards Required. Uses in the table noted with "PD" are permitted by right in the zoning district(s) in which they are listed provided they are developed with the listed development standards. The development standards listed for a use are intended to manage any potential impacts associated with it, making it appropriate in a location where it might otherwise have not been allowed.

(3) Special Use. Uses in the table noted with "S" are permitted with the approval of a special use permit from the Planning Commission in the zoning district(s) in which they are listed.

B. Development Requirements. All accessory structures will meet the following standards, unless otherwise noted.

(1) Front Yard. Accessory structures are not permitted in the front yard unless otherwise noted.

(2) Corner Side Yard. Accessory structures cannot be located closer to the corner-side property line than a principal structure.

(3) Setback. Accessory structures shall be setback five (5) feet from side and rear property lines.

(4) Height. Accessory structures shall not exceed the height of the principal structure.

(5) Lot Coverage. Accessory structures count toward a lot's impervious coverage. Placement of an accessory structure cannot make a lot exceed its impervious coverage requirement.

C. Use Definition and Standards. The following details the accessory uses and structures listed in Table 4.5-1 and detail any development standards necessary.

Table 4.5-1 Accessory Uses & Structures

Uses & Structures	District		
	Node	Live Work 1	Live Work 2
Accessory Dwelling Units (ADU)	PD	PD	PD
Agriculture	P	P	P
Drive Through	PD	PD	PD
Food Truck	PD	PD	PD
Home Occupation	PD	PD	PD
Kiosk	PD	PD	PD
Outdoor Storage		PD	PD
Secondary Building	PD	PD	PD
Sidewalk Café	PD	PD	PD

Key

P Permitted
 S Special Use
 PD Permitted - Development Standards Required

(1) Accessory Dwelling Unit. A secondary dwelling unit on a lot; it may be located in a secondary building or interior to the principal building.

(a) Units in secondary buildings.

[1] Quantity. One (1) accessory dwelling unit in a secondary building is permitted per lot.

[2] Maximum Unit Size. Maximum unit size is 950 square feet.

(b) Interior Units. An interior accessory dwelling unit is defined as one with a separate exterior entrance. When located interior to the principal structure the following are required.

[1] Quantity. One (1) accessory dwelling unit interior to a principal building is permitted.

[2] Maximum Unit Size. Maximum unit size is less than or equal to thirty (30) percent of the square footage of the primary residential unit or 600 square feet, whichever is larger.

(c) Parking. Space for 1 car per accessory dwelling unit is required. On-street parking, if available overnight, can be meet this requirement if located within 660 feet.

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

(3) Drive Through. Drive throughs provide service to customers who remain in their vehicle and may be used in conjunction with variety of uses including financial institutions and restaurants. In the districts where a drive through is Permitted with Development Standards ("PD"), the following standards apply, Refer to Figure 4.5-1 Drive Throughs.

(a) Permitted Locations. A drive through is permitted as follows.

[1] Nodes. A drive through is permitted only in the rear yard, fully screened from property lines by structure or landscaping.

[2] Other Districts. A drive through is permitted in the rear yard. If the lot does not front a primary street, a drive through is also permitted in the side yard.

(b) Landscape Screening. Adjacent to the drive through along the rear and/or side property lines shall be screened by a landscaping as defined by Appendix A 6.2 Landscaping and Open Spaces.

(c) Stacking Space. A minimum of three (3) stacking spaces are required, measured from the drive-through window or entrance into the stall or loading area.

(4) Food Truck. Vehicle or trailer used to prepare and/or serve food. In the districts where a food truck is Permitted

with Development Standards ("PD"), an approved Site Plan is required as follows.

(a) Single Food Truck. Site Plan approval is required when one (1) food truck operates on a lot three (3) or more days a week and utilizes the lot's utilities, such as electrical or water services.

(b) Multiple Food Trucks. Site plan approval is required if multiple food trucks operate on a lot three (3) or more days a week.

(5) Home Occupation. Types of work that can be conducted in a residence with little to no impact on the surrounding lots. Home occupations are secondary to the primary use of the lot, residential.

(a) Prohibited Uses. Prohibited uses include animal boarding, dispatch center, restaurants, vehicle or large equipment storage and repair.

(b). Resident-Operator. The operator of the home occupation must be a full time resident of the dwelling unit in which the business is associated.

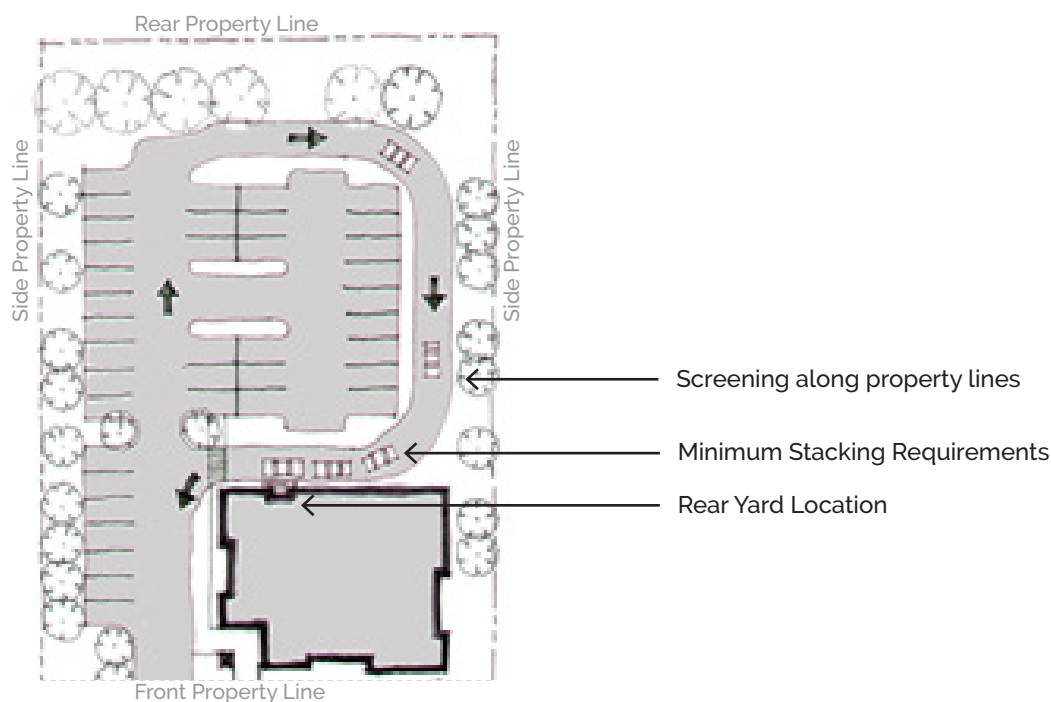


Figure 4.5-1. Drive Through Design

- (c) Employees. A maximum of two (2) nonresident employees are permitted on premises at one time.
- (d) Signs. No more than one nameplate sign permitted with a maximum size of one (1) square foot. It may not be internally illuminated.
- (e) Secondary Building. If located in a secondary building on the lot, the home occupation may not take more space than 500 square feet.
- (f) Exterior Building Appearance. No exterior building changes are permitted; there must be no visible evidence of the existence of a home occupation beyond the permitted signage.
- (g) Operational Impacts. No home occupation or equipment used with a home occupation may cause odor, vibration, noise, electrical interference or fluctuation in voltage measured at the lot line.
- (h) Customers. Customers or clients are permitted at the home occupation during the hours of 8:00 AM to 8:00 PM.
 - [1] No more than two (2) customers or clients are permitted at a given time, except in the case of a classes, such as art, music, cooking, or fitness classes, where up to four (4) clients are permitted at one time.
 - [2] A Special Use Permit is required for a home occupation providing classes with five (5) or more clients at a time.
- (i). Customer Parking. Customer parking may occur off-street or on-street, where permitted.
- (j) Deliveries. Deliveries are permitted during the hours of 8:00 AM to 8:00 PM and are permitted through the common residential delivery services.
- (k) Medical Marihuana as a Home Occupation. Refer to 4.3.G(16) in Appendix A.

(6) Kiosk. Non-permanent structure that permits a variety of general retail and service uses, may be associated with the use of shipping containers or pop up shops and sheds. In the districts where a kiosk is Permitted with Development Standards ("PD"), an approved Site Plan is required when two (2) or more kiosks are being located on a lot for a period of more than two (2) weeks.

(7) Outdoor Storage. Storage of goods for sale or items related to the use(s) on the lot located outside of a structure. In the districts where a kiosk is Permitted with Development Standards ("PD"), the following is required.

- (a) Site Plan. A site plan is required to review the size and placement on a lot.
- (b) Maximum Size. Outdoor storage is permitted in an area no greater than ten (10) percent of the total lot area.
- (c) Location. Storage is permitted in the rear yard or side yard.

(d) Screening. Storage must be screened from view from all property lines.

(8) Secondary Building. Secondary buildings include such structures as detached garages, sheds, accessory dwellings, green houses, and hoop houses. In the districts where secondary Buildings are Permitted with Development Standards ("PD"), the following standards apply.

(a) Height. Secondary buildings can be up to two (2) stories in height. Refer to 5.3-1 Measuring Height.

(g) Sidewalk Cafe. Outdoor eating areas permitted within the right-of-way and on the property in question. In the districts where a sidewalk cafe is Permitted with Development Standards ("PD"), the following standards apply,

(a) Clear Pedestrian Pathway. A minimum pedestrian pathway of five (5) feet must be maintained free of all obstacles.

(b) Permit. If located in the right-of-way, a Right-of-Way Permit is required from the City of Kalamazoo.

Article 5. Zoning Standards: Lot Types.

50-5.1 Lot Type General Requirements.

A. Applicability. The following Lot Types shall apply to all new construction and exterior renovation of existing structures with the parameters noted in 1. General Requirements.

- (1) Zoning District. Lot Types are permitted by zoning district. Refer to Table 5.6-1 Lot Types by Zoning District.
- (2) Uses. Lot Types may each house a variety of uses based upon the zoning district in which it is located. Refer to 4.1-1 Use Table.

B. Lot Type Requirements. A Lot Type is comprised of standards for the following development components:

- (1) Building Siting. Refers to the location of the building(s) on a lot, including the following.
 - (a) Street Frontage. Refers to locating the building(s) on a lot.
 - (b) Lot Area and Coverage. Refers to the maximum coverage of a lot with buildings or pavement.
 - (c) Parking, Loading, and Access. Refers to the location of parking areas and access on a lot.
- (2) Height. Refers to the minimum and maximum height permitted.
- (3) Uses. Refers to the uses permitted on a Lot Type.
- (4) Street Facing Facades. Refers to the entrance location and minimum transparency of windows.
 - (a) Transparency. The percentage of a façade that has clear, non-reflective windows that allow visibility into a building of at least four (4) feet.
 - [1] Ground Floor. Transparency is determined by entrance treatment, unless otherwise noted.
 - [2] Upper Floor. Transparency is determined by Lot Type.
 - (b) Entrance. Refers to permitted ground floor entrance treatments and quantity and location of entrances.
 - (c) Roof Types. The allowance of special roof elements, tower and spire.

50-5.2 Building Siting.

A. Street Frontage. Refer to Figure 5.2-1 Building Siting.

- (1) Multiple Principal Buildings. The allowance for more than one (1) principal structure on a lot.
- (2) Front Lot Line Coverage. The minimum percentage of building façade required along the front property line. Refer to Figure 5.2-1 Building Siting.
 - (a) Measurement. The standard is calculated by taking the width of the principal structure, measured in the build-to zone, divided by the total width of the lot's build-to zone.
 - (b) Multiple Buildings. If multiple principal buildings are located on the lot, once the minimum front lot line

coverage is met, buildings may be located set back from the front property line.

(3) Occupation of the Corner. Occupying the corner, the area where the front and corner build-to zones meet, with a principal structure.

(4) Front Build-to Zone. The build-to zone located parallel to the front property line.

(a) If not occupied by a structure, this area will contain landscaping, public or private outdoor space, or sidewalk.

(b) Vehicular parking is not permitted in the front build-to zone unless otherwise noted.

(5) Corner Build-to Zone. The build-to zone located parallel to the corner side property line.

(a) If not occupied by a structure, this area will contain landscaping, public or private outdoor space, or sidewalk.

(b) Vehicular parking is not permitted unless otherwise noted.

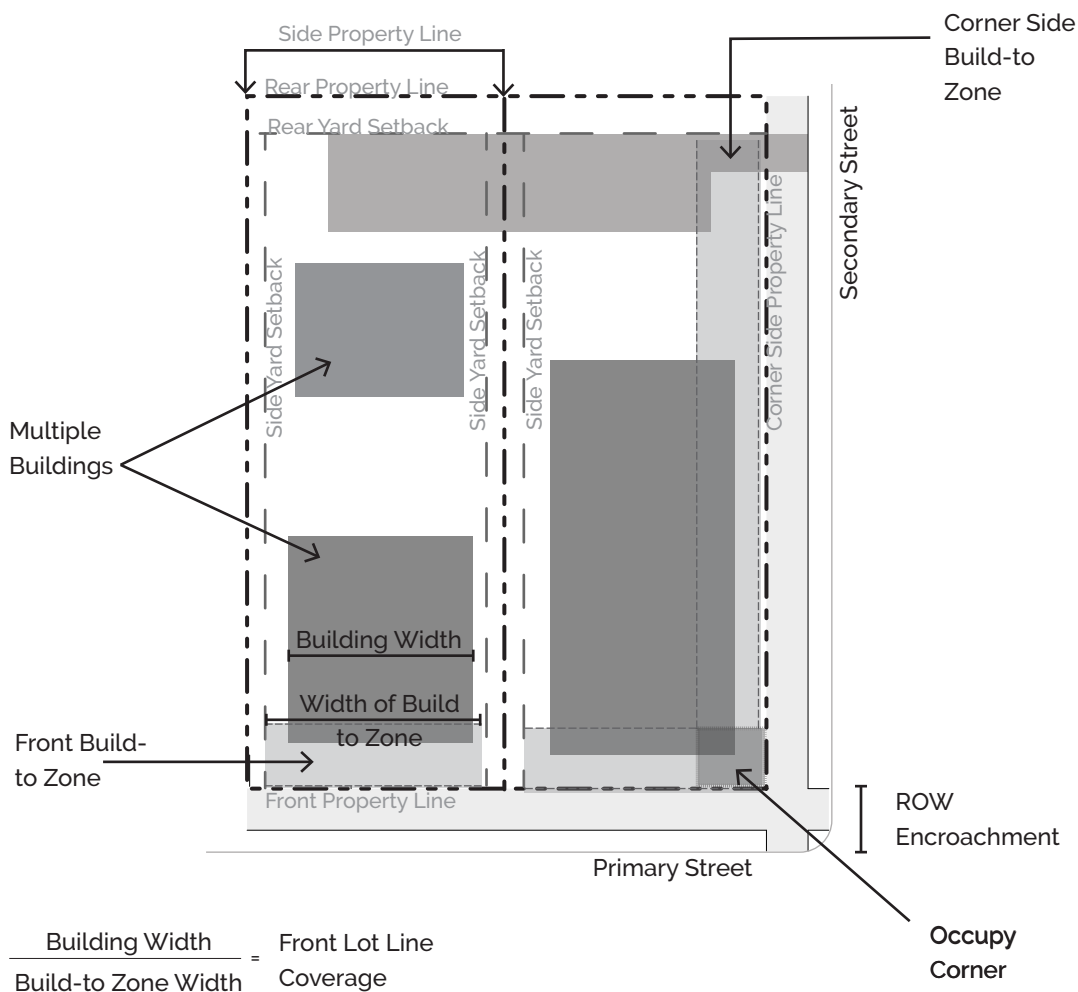


Figure 5.2-1. Building Siting Street Frontage, Front Lot Line Coverage, & Lot Area.,

(6) Encroachment. Certain building elements, such as balconies, awnings, or signage may be permitted to encroach into the right-of-way.

- (a) Where permitted, an encroachment agreement with the City is required.
- (b) Encroachments shall not extend closer than two (2) feet from the back of the curb line.
- (c) A minimum height clearance of eight (8) feet must be maintained.

B. Lot Area. Refer to Figure 5.2-1 Building Siting.

- (1) Side Yard Setback. The minimum required setback along a side property line.
 - (a) Driveways are permitted in the side yard setback.
- (2) Rear Yard Setback. The minimum required setback along a rear property line

C. Lot Coverage. The maximum percentage of a lot permitted to be covered with not pervious surfaces and the additional amount of semi-pervious surface permitted. Refer to Figure 5.2-3 Lot Coverage.

D. Parking Loading, and Site Access. .

- (1) Parking Location. The yard in which a parking area and associated drive are permitted.
- (2) Service and Loading Locations. The façade on which access is permitted for servicing, loading, and unloading activities related to that building's use.
- (3) Entrance for Interior Parking. The façade of the building on which an entrance bay to interior parking is permitted.
- (4) Driveway Location. The permitted locations for vehicular access.
 - (a) If an alley is available, driveway access shall be located from the alley.
 - (b) If an alley is not available, driveway location is noted by Lot Type (refer to 5.6 Lot Types).
 - (c) Driveways on corner sides must be at least fifty (50) feet from the corner of the Lot.

50-5.3 Height.

A. Height. Overall height for all Lot Types is measured as follows. Refer to Figure 5.3-1 Measuring Height

- (1) Minimum and Maximum Height. The minimum and maximum overall height of a structure.
 - (a) Measurement. Building height is measured in stories.
 - (b) Half stories. Half stories can be found either completely within the roof structure with street-facing windows or in a visible basement exposed up to ½ story above grade.

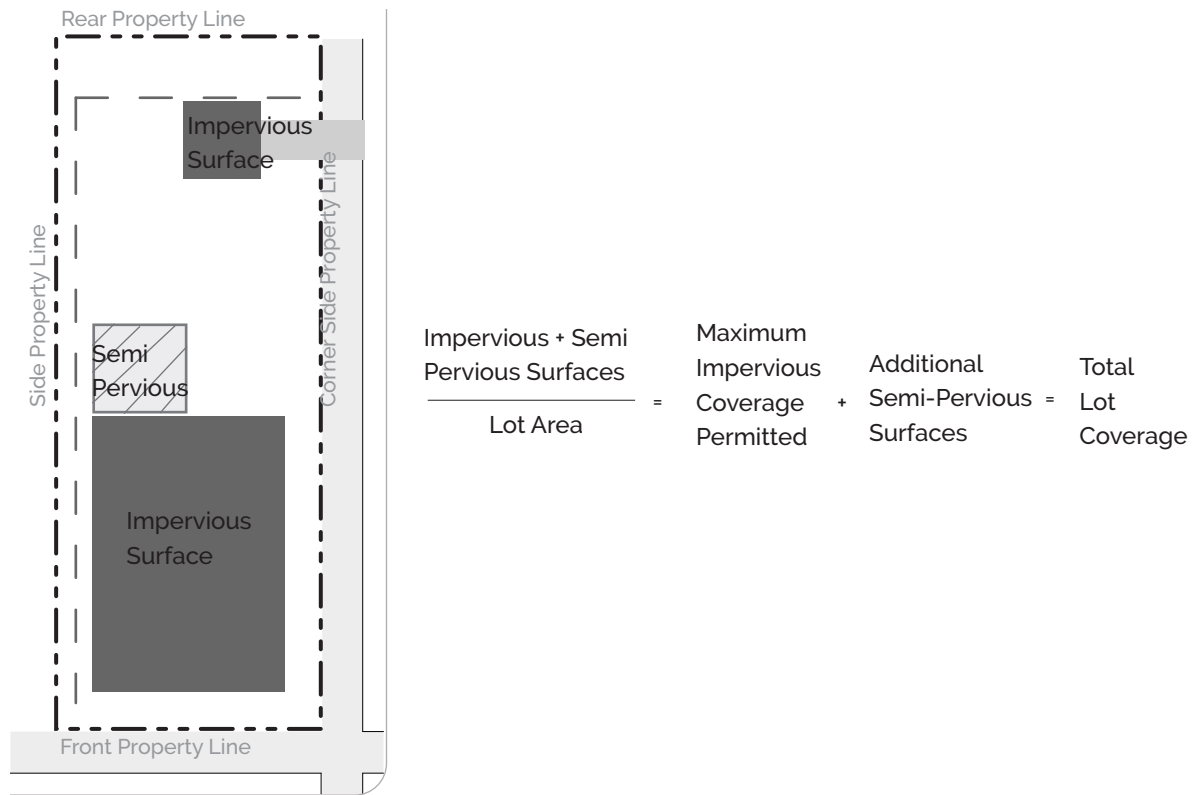


Figure 5.2-3 Lot Coverage

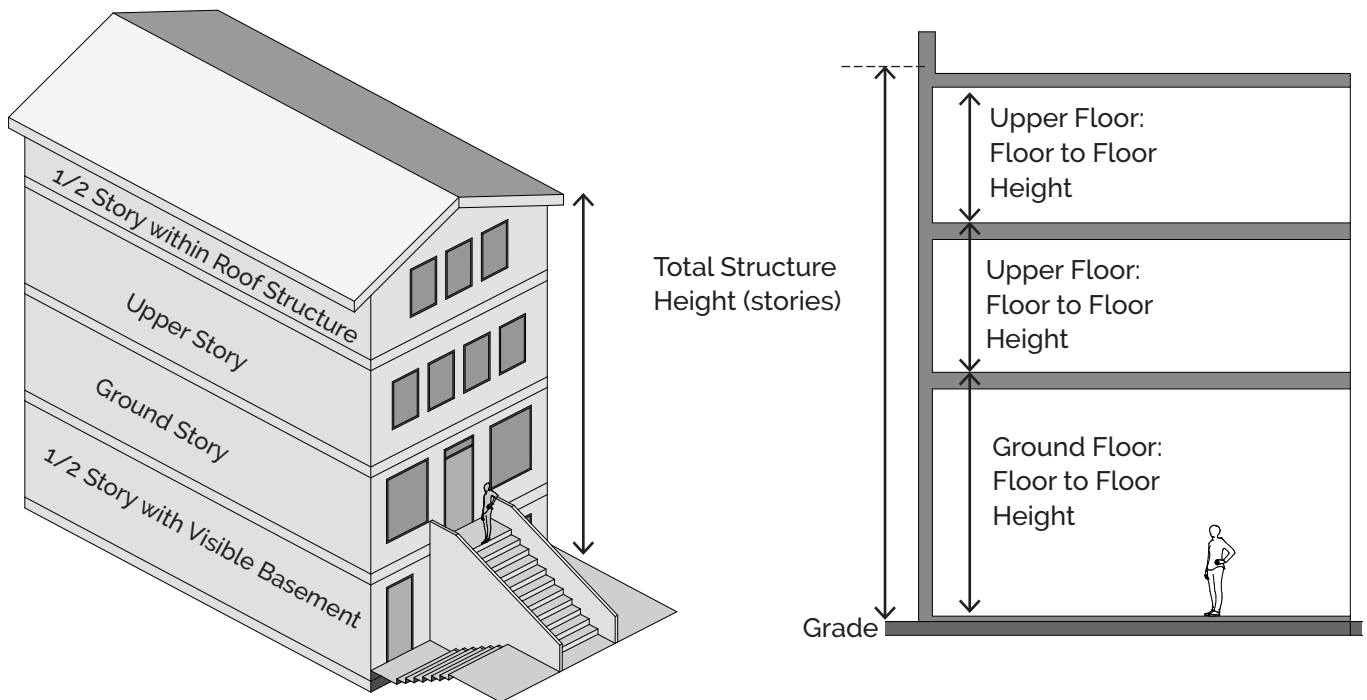


Figure 5.3-1. Measuring Height

(2) Floor Height. Each Lot Type permits a range of height expressed in feet for each story.

(a) Floor to Floor. The height of a story is measured between the floor of a story to the floor of the store above it. If the building is one (1) story use the floor of the story to the tallest point of the ceiling.

(b) Application. Floor height requirements apply only to principal buildings on street facing facades.

50-5.4 Use.

A. Uses. Each Lot Type includes a list of permitted uses outline in Figure 4.1-1 Use Table. Also refer to Figure 5.4-1

Permitted Uses per Floor

(1) Ground and Upper Floor. The permitted uses may vary between ground and upper floors.

(2) Occupied Space. The allowance of uses, such as internal parking, on the ground floor provided they are located at a depth of at least fifteen (15) feet from the front façade.

50-5.5 Street Facing Facades.

A. Street Facing Façade. The following are requirements on street facing building facades. .

(1) Transparency. Measurement of the percentage of a façade that has clear, non-reflective windows. Refer to Figure 5.5-1. Measuring Transparency.

(a) Ground Floor. Transparency is determined by entrance treatment, unless otherwise noted in the Lot Type.

(b) Upper Floor. Transparency is noted by Lot Type.

(c) Full Façade. Transparency measured using the entire front facade rather than only one (1) story of the building.

(2) Blank Wall Limitations. The maximum area on a façade permitted to be windowless.

B. Entrance. Required entrance locations and treatments.

(1) Location. Location of the primary, functioning entrance of the principal building, noted by façade.

(2) Entrance Treatment. The entrance treatments required on street facing facades. Entrance treatment standards apply to the entire ground story of all front facades, and corner side facades when facing a primary street.

(a) Storefront. Storefronts are a highly transparent ground story treatments typically used as display areas for retail and other commercial uses. Refer to Figure 5.5-2 Storefront Entrance Type.

[1] Transparency. Minimum transparency is seventy (70) percent, measured between two (2) and eight (8) feet above the grade of the sidewalk. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Storefronts shall be located no more than one (1) foot above the sidewalk.

[3] Recess. Entrances may be recessed up to eight (8) feet.

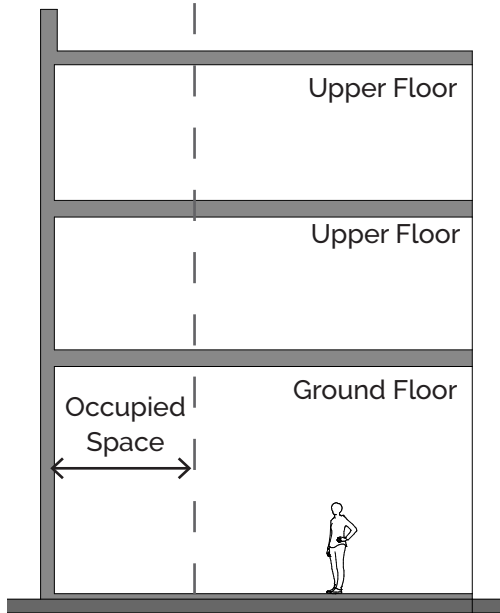


Figure 5.4-1 Permitted Uses Per Floor

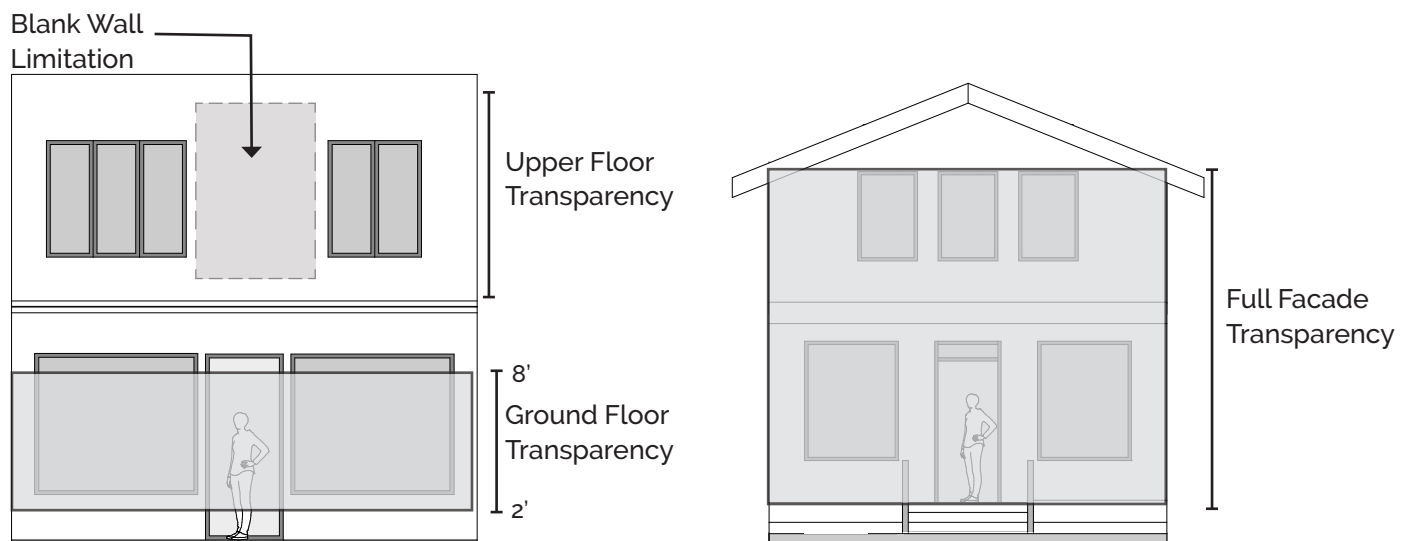


Figure 5.5-1. Measuring Transparency: Ground Floor, Upper Floor, & Full Facade

[4] Building Entrance. Primary building entrance shall be located off the storefront.

[5] Interior Access. Additional entrances to access uses in the upper stories or rear of the ground floor are permitted without having to adhere to the above requirements.

(b) Stoop. Refer to Figure 5.5-3 Stoop.

[1] Transparency. Minimum transparency is fifty (50) percent, measured between two (2) and eight (8) feet above the grade of the sidewalk. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Stoops shall be not be elevated more than 3' 6" above the sidewalk, except with a visible basement.

[3] Stoop Size. Stoops shall be a minimum of three (3) feet deep and six (6) feet wide.

[4] Recess. Entrances may be recessed up to five (5) feet

[5] Building Entrance. Entrances shall be located off the stoop.

[6] Interior Access. Additional entrances to access uses in the upper stories or rear of the ground floor are permitted without having to adhere to the above requirements.

(c) Arcade. An arcade is a covered pedestrian walkway within the recess of a ground story. Refer to Figure 5.5-4 Arcade.

[1] Interior Treatment. Arcades must be used in conjunction with storefront or stoop treatment.

[2] Arcade Width. Open air public walkway must be a minimum of six (6) feet.

[3] Columns Spacing. Columns shall be spaced between ten (10) and twelve (12) feet on center.

[4] Arcade Opening. Opening shall not be flush with interior arcade ceiling and may be arched or straight.

(d) Porch Entrance Type. A porch is a raised, roofed platform. Porches can be fully enclosed. Refer to Figure 5.5-5 Porch Entrance Type.

[1] Transparency. Per Lot Type; unless the porch is fully enclosed in which case a minimum of forty (40) percent is applied. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Porches shall be located a maximum of 4'6" above the sidewalk or average grade measured at the front facade.

[3] Height. A porch may be up to two (2) stories in height to provide a balcony for the second story.

[4] Building Entrance. Primary building entrance shall be located off the porch.

(3) Entrances on Street Facing Facades. The maximum spacing between entrances on a street facing building façade.

(4) Entrances on Other Facades. An entrance is required on side and rear facades when fronting parking areas



Figure 5.5-2. Storefront.

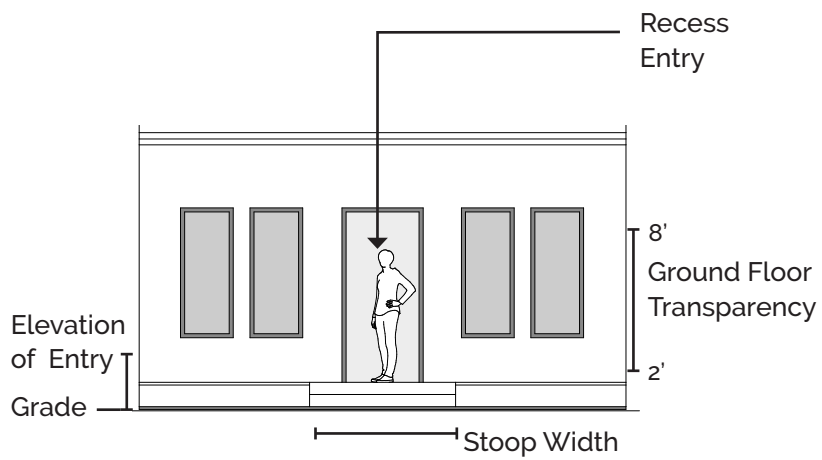


Figure 5.5-3. Stoop.

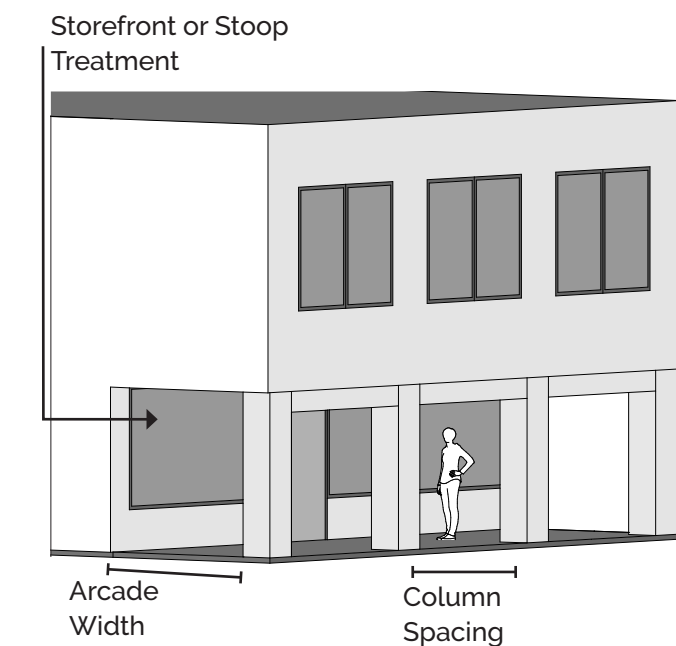


Figure 5.5-4. Arcade

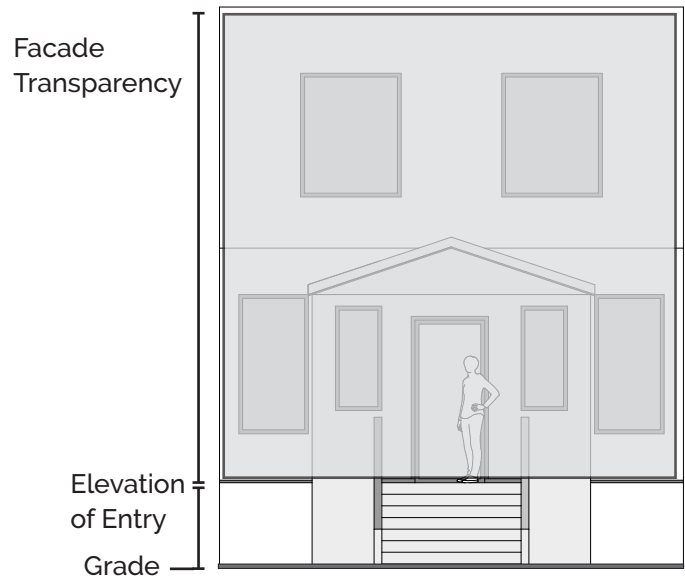


Figure 5.5-5. Porch.

C. Roof Type. All roof styles are permitted in the Lot Types, provided that a defined roof style is utilized; special roof types, tower and spire, are permitted per Lot Type.

(1) Tower. A tower is a rectilinear or cylindrical, vertical building element. Refer to Figure 5.5-6 Tower.

(a) Height. Maximum tower height is equal to the height of one (1) upper story floor of the building onto which the tower is applied.

(b) Width. Maximum tower width along all facades is one-third ($1/3$) the width of the building or thirty (30) feet, whichever is less.

(c) Occupied Space. Towers may be utilized by the same uses allowed in the upper stories of the front type in which it is located.

(2) Spire. A spire is a long, tapering design element attached to a tower or the roof of a building. Refer to Figure 5.5-7 Spire.

(a) Occupied Space. Spire may not contain occupied space.

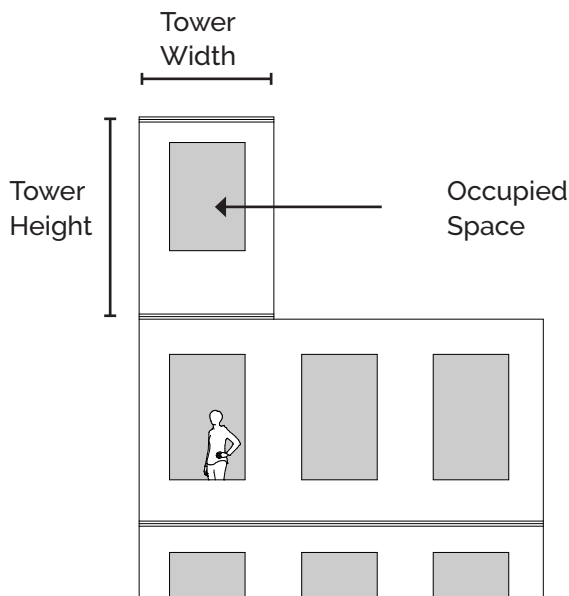


Figure 5.5-6. Tower.

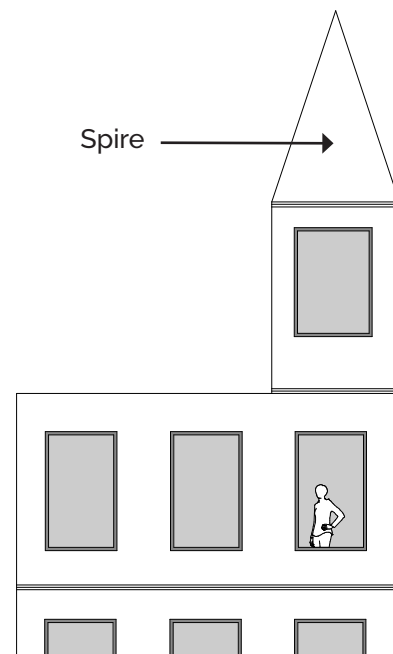


Figure 5.5-7. Spire

50-5.6 Lot Type Standards.

A. Lot Type Descriptions. The following Lot Types are defined and detailed for use in development and redevelopment in the Node, Live-Work 1, and Live-Work 2 Districts. Refer to Table 5.6-1 Lot Types by Zoning District.

- (1) Commercial Lot Type. A Lot Type with a high level of transparency on the ground floor that is located at or near the front property line of a lot. This type is ideal for active ground floor uses such as retail or a community center and a mix of uses including residential and commercial on upper stories.
- (2) Flex Lot Type. A Lot Type that promotes buildings constructed in a narrow front build-to zone with a range of entrance treatments that can support a wide variety of uses including commercial, industrial, and residential.
- (3) Civic Lot Type. A Lot Type that allows for the development of unique buildings for civic and institutional uses through flexible building siting and facade treatment standards.
- (4) Warehouse Lot Type. A Lot Type that maintains the urban character of an area while considering the needs of commercial and industrial uses. This type's standards include limited entrance treatment requirements.
- (5) Yard Lot Type. A Lot Type that promotes the development of buildings that are slightly set back from the front property line; most commonly contains residential uses. It allows for the development of a single building, attached buildings, or multiple buildings, including what is commonly known as a bungalow court.
- (6) Outdoor Market Type. A Lot Type that focuses on the use of outdoor spaces on a lot for such uses as gardening, seating, dining, gathering, and retail. May include limited indoor areas in non-permanent or open air structures, such as shipping containers, kiosks, or pergolas, for the sale of items or preparation of food items for sale, but with limited or no indoor seating. Permanent buildings are also permitted with this Lot Type, provided they account for a small percent of the total lot area.

Table 5.6-1 Lot Types by Zoning District

Lot Type	Zoning District		
	Node	Live Work 1	Live Work 2
Commerce	P		
Flex		P	P
Civic		P	P
Warehouse			P
Yard		P	
Outdoor Market		P	P

B. Lot Type: Commerce

(1) Building Siting (Figure 5.6-1)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	80% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-5'	4
Corner Build-to Zone	0'-5'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	0'	7
Rear Yard Setback	0', 0' off alley 10' next to R district	8

(c) Lot Coverage

Impervious Surface (max)	100%	9
Semi-Impervious Surface	n/a	10

(d) Parking, Loading, & Access

Parking Location	Rear Yard	11
Loading & Service Location	Rear, Side, Corner Side Facades ²	12
Interior Parking Entrance Bay		
Driveway Location	Alley; 1 on Corner Side ³ , 1 on Front if on an interior lot ³	13

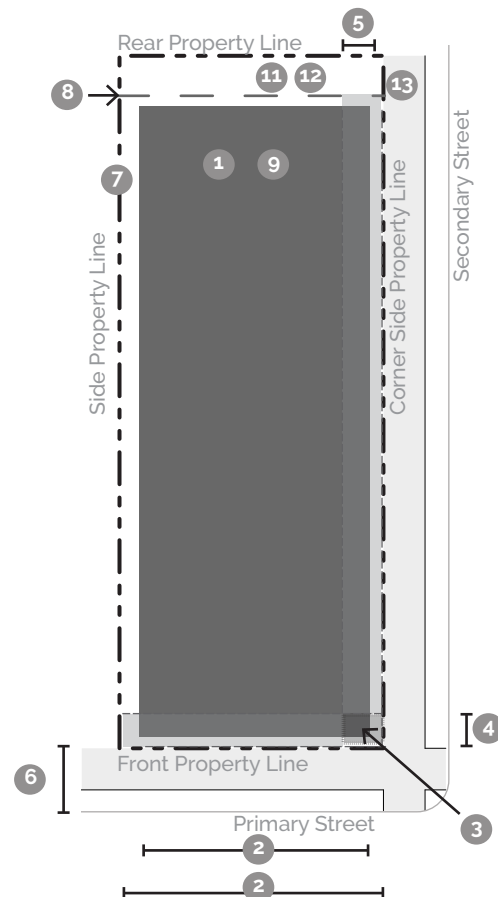


Figure 5.6-1 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage.

Lots less than 60' in width, without alley access, and not on a corner have a minimum coverage requirement of 65%

² Entrance bays for parking and loading not permitted on primary streets.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-2)

Minimum Height	2 stories	14
Maximum Height	3 stories or up to height of tallest building within 330' of Node ^{4,5}	15
Ground Floor	14'-24' ⁶	16
Upper Floor(s)	9'-14'	17

(3) Uses (Table 4.1-1)

Ground Floor	All permitted uses per district	18
Upper Floor	All permitted uses per district	19
Occupied Space	Yes	20
Accessory Uses & Structures	See Table 4.5-1	

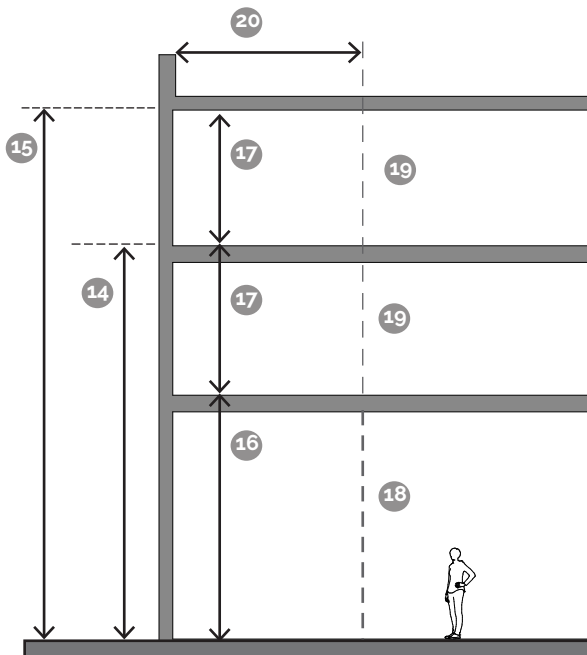


Figure 5.6-2 Height & Use

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.⁵ 330' is measured from outer lot line of the Node.⁶ A Ground Floor height of 20' or greater will be counted as two (2) stories for overall building height.**(4) Street Facing Facades (Figure 5.6-3)****(a) Transparency (minimum)**

Ground Floor	Per entrance type, see 5.5.B	21
Upper Floor(s)	20% per floor	22
Blank Wall Limitations	Yes	23

(b) Entrance

Location	Front Facade, Building Corner	24
Entrance Treatment (see 5.5.B)	Storefront	25
Entrances on Street Facing Facades	1 per 60' of building length	26
Entrances on Other Facades	Yes	

(c) Roof Type

Tower	Permitted	27
Spire	Not Permitted	

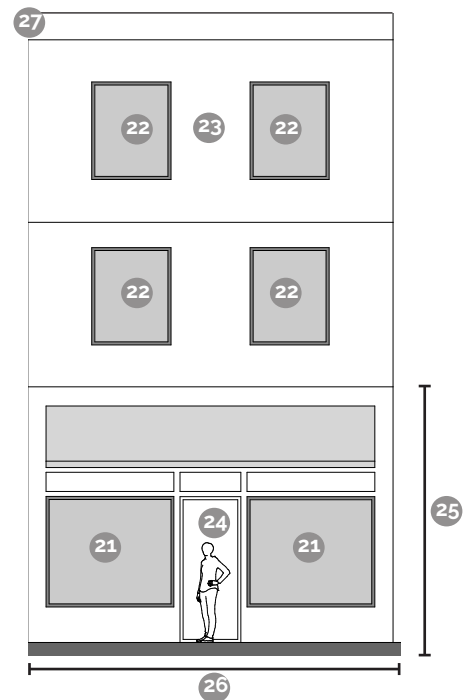


Figure 5.6-3 Street Facing Facades.

C. Lot Type: Flex

(1) Building Siting (Figure 5.6-4)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	70% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-10'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	0'	7
Rear Yard Setback	0', 0' off alley 10' next to R district	8

(c) Lot Coverage

Impervious Surface (max)	75%; 85% in Live Work 2	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear Yard	11
Loading & Service Location	Rear, Side, Corner Side Facades ²	12
Interior Parking Entrance Bay		
Driveway Location	Alley; 1 on Corner Side ³ , 1 on Front if an interior lot ³	13

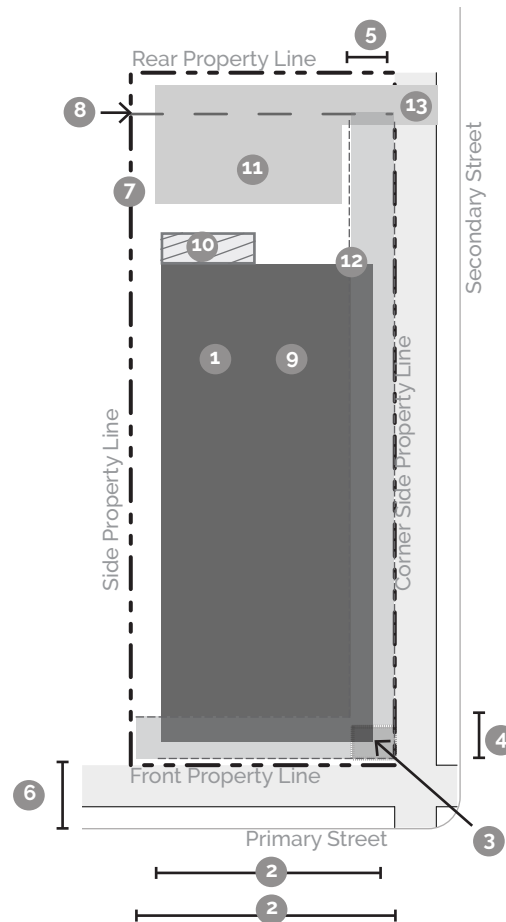


Figure 5.6-4 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage. Lots less than 60' in width, without alley access, and not on a corner have a minimum coverage requirement of 65%

² Entrance bays for parking and loading purposes not permitted on primary streets.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-5)

Minimum Height	1 story	14
Maximum Height	3 stories ⁴	15
Ground Floor	14'-24' ⁵	16
Upper Floor(s)	9'-14'	17

(3) Uses (Table 4.1-1)

Ground Floor	All permitted	18
Upper Floor	uses per district,	
Occupied Space	Yes	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-6)**(a) Transparency (minimum)**

Ground Floor	Per entrance type, see 5.5.B	20
Upper Floor(s)	20% per floor	21
Blank Wall Limitations	Yes	22

(b) Entrance

Location	Front Facade, Building Corner	23
Entrance Treatment (see 5.5.B)	Storefront, Stoop	24
Entrances on Street Facing Facades	1 per 60' of building length	25
Other Facade Entrances	Yes	

(c) Roof Type

Tower	Permitted	26
Spire	Not Permitted	

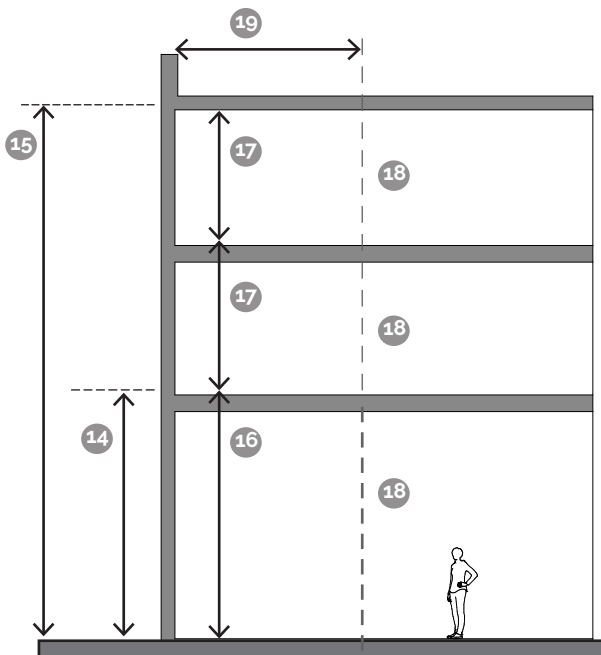


Figure 5.6-5 Height & Use

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.

⁵ A ground floor height of 20' or greater will be counted as two (2) stories for overall building height.

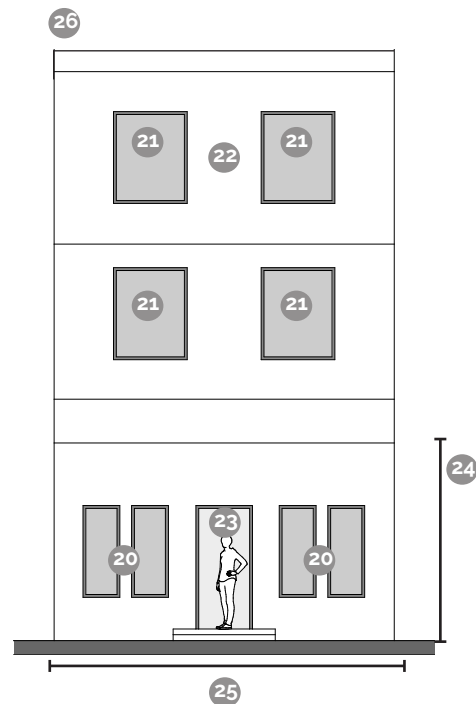


Figure 5.6-6 Street Facing Facades.

D. Lot Type: Civic

(1) Building Siting (Figure 5.6-7)**(a) Street Frontage**

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	Not Required	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-15'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	0'	7
Rear Yard Setback	5', 0' off alley, 10' next to R district	8

(c) Lot Coverage

Impervious Surface (max)	70%,	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Rear, Side Corner Side Facades ¹	12
Interior Parking Entrance Bay		
Driveway Location	Alley, 1 on Corner Side ² , 1 on Front if an interior lot	13

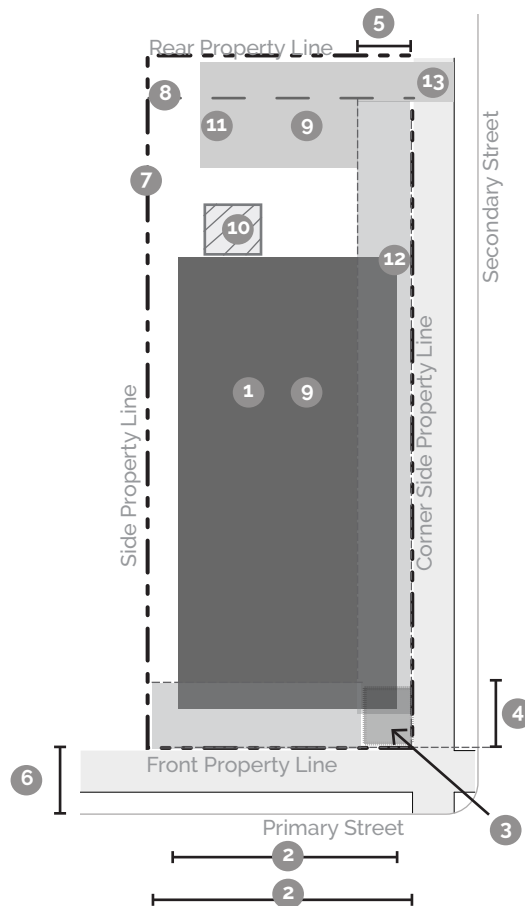


Figure 5.6-7 Building Siting.

Notes:

¹ Entrance bays for parking and loading are not permitted on primary streets² A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-8)

Minimum Height	1 stories	14
Maximum Height	3 stories ³	15
Ground Floor	15'-30' ⁴	16
Upper Floor	9'-14'	17

(3) Uses (Table 4.1-1)

Ground Floor		
Upper Floor	Civic/ Institutional,	18
Occupied Space	Yes	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-6)**(a) Transparency (minimum)**

Facade Transparency (min)	15% per street facing Facade	20
Blank Wall Limitations	No	21

(b) Entrance

Location	Front Facade, Building Corner	22
Entrance Treatment (see 5.5.B)	Stoop	23
Entrances on Street Facing Facades	1 per 60' of building length	24
Other Facade Entrances	Yes	25

(c) Roof Type

Tower	Permitted	26
Spire	Permitted	27

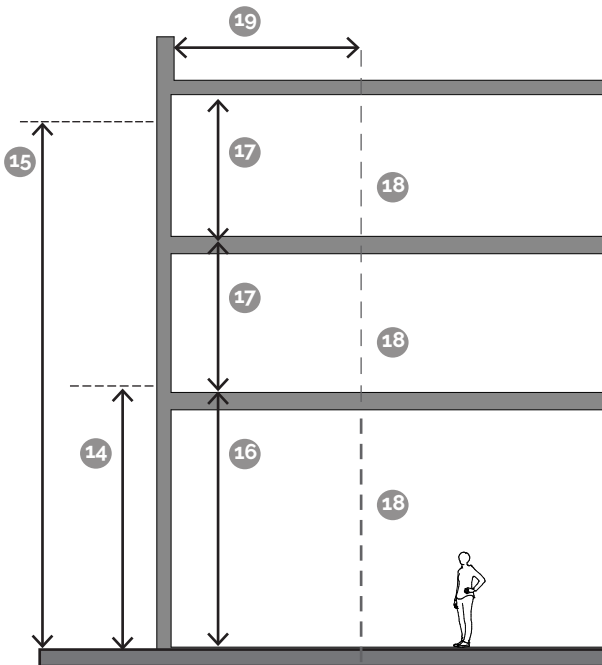


Figure 5.6-8 Height & Use

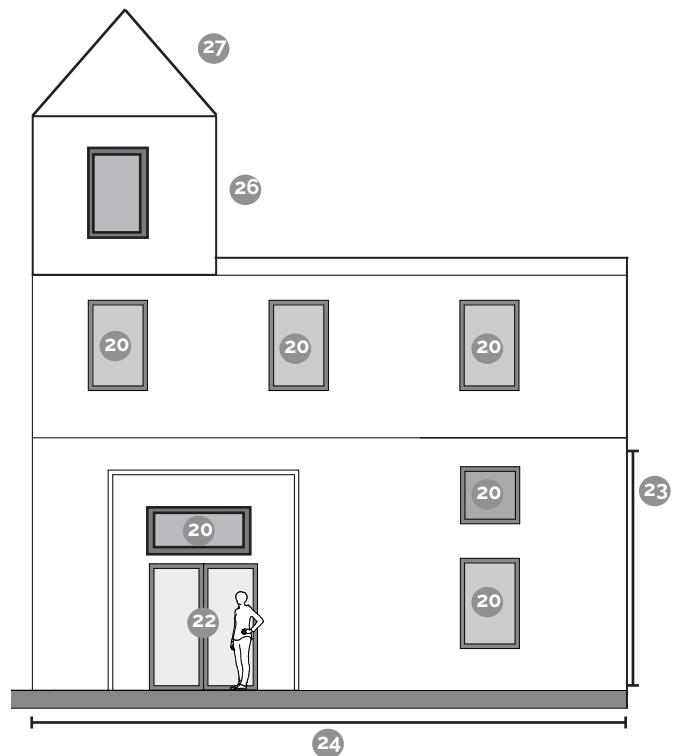


Figure 5.6-9 Street Facing Facades.

Notes:

³ A Tower or a spire is allowed to be one (1) story taller than the overall building height; a tower and a spire can add an additional one and a half (1 1/2) stories to the overall permitted height.

⁴ A ground floor height of 20' or greater will be counted as two (2) stories for overall building height.

E. Lot Type: Warehouse

(1) Building Siting (Figure 5.6-10)**(a) Street Frontage**

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	65% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-10'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	5'	7
Rear Yard Setback	15', 0' off alley,	8

(c) Lot Coverage

Impervious Surface (max)	80%,	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Rear, Side, Corner Side Facades ² , & 1 on Front Facade ²	12
Interior Parking Entrance Bay	Alley, 1 on Corner Side, 1 on Front if an interior lot ³	13

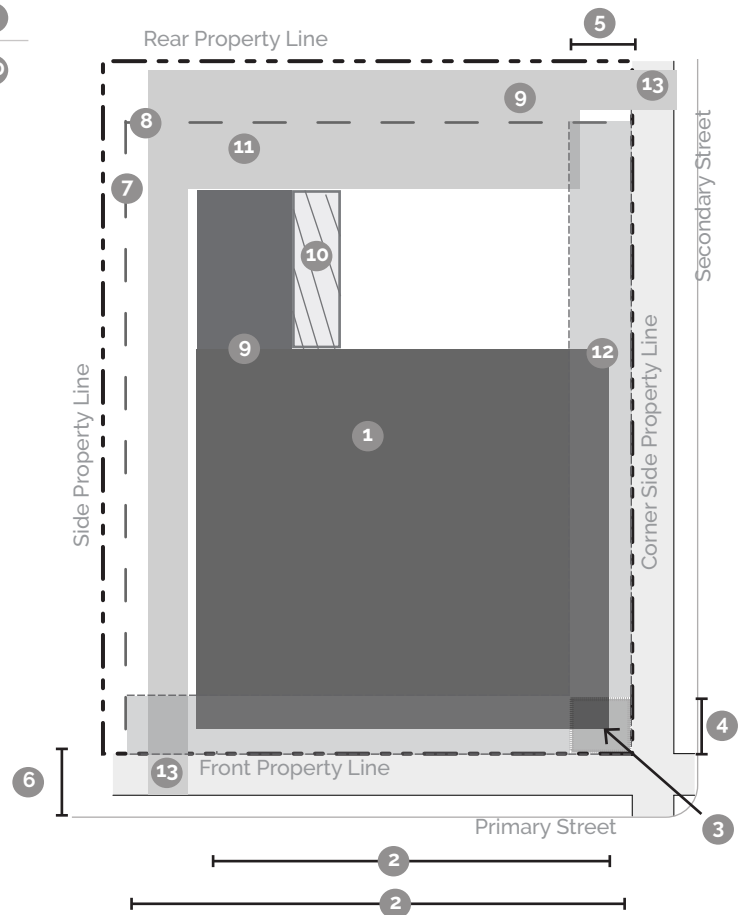


Figure 5.6-10 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage.

² Entrance bays for parking and loading not permitted on primary streets unless located at least fifty (50) feet behind the front facade.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-11)

Minimum Height	1 stories	
Maximum Height	2 stories ⁴	15
Ground Floor	14'-30' ⁵	16
Upper Floor	9'-15'	17

(3) Uses (Table 4.1-1)

All Floors	Craftsman Industrial, Industrial, Warehouse & Distribution,	18
Occupied Space	Not Required, except Craftsman Industrial retail or showroom shall be located in the occupied space	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-12)**(a) Transparency (minimum)**

Ground Floor (min)	40% or per entrance type, see 5.5.B ⁶	20
Upper Floor(s)	10%	21
Blank Wall Limitations	No	

(b) Entrance

Location	Front Facade, Building Corner	22
Entrance Treatment (see 5.5.B)	Stoop	23
Entrances on Street Facing Facades	1 per 75' of building length	24
Other Facade Entrances	Yes	25

(c) Roof Type

Tower	Permitted	26
Spire	Not Permitted	

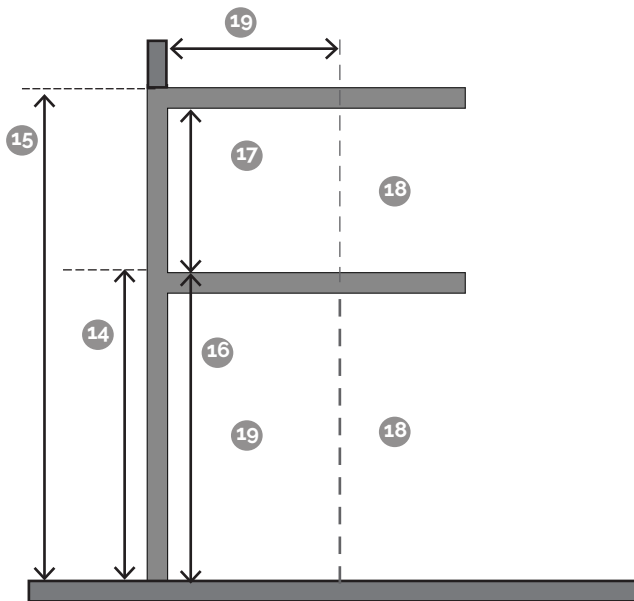


Figure 5.6-11 Height & Use

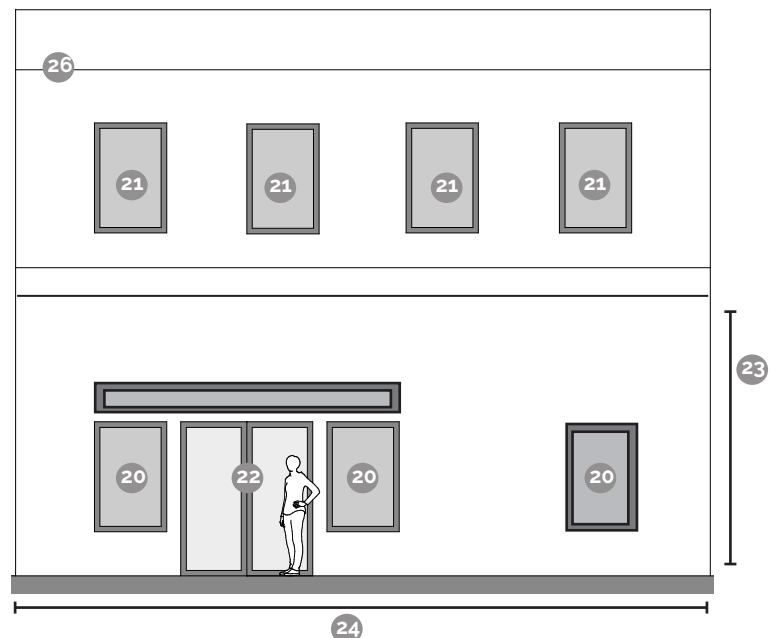


Figure 5.6-12 Street Facing Facades.

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.

⁵ A ground floor height of 20' or greater will be counted as two (2) stories for overall building height.

⁶ Craftsman Industrial uses follow transparency for either the storefront or stoop entrance type. To determine transparency, the measurement can be taken in the location of the retail or showroom element and not along the entire ground floor facade.

F. Lot Type: Yard

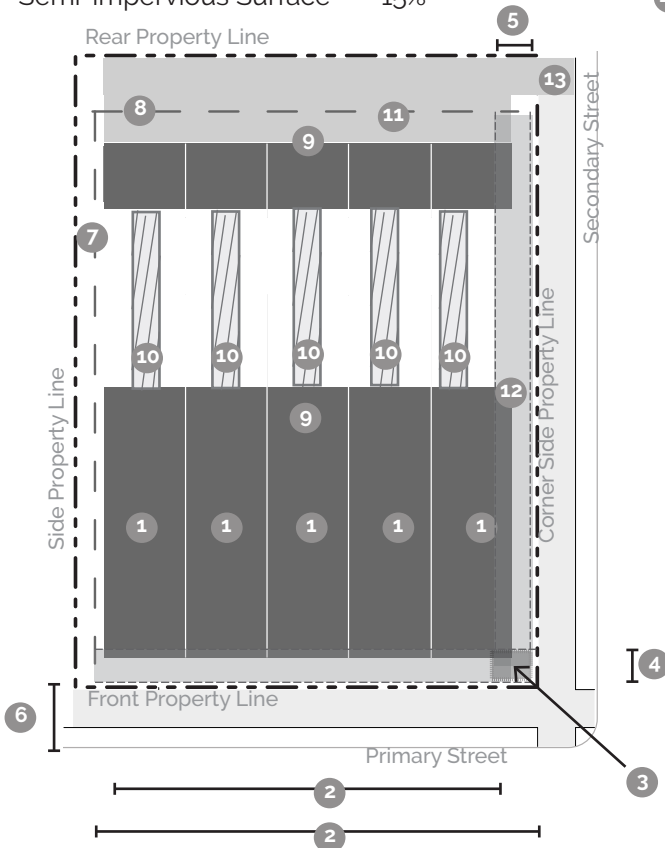
(1) Building Siting (Figure 5.6-13)

(a) Street Frontage

Multiple Principal Buildings	Yes; if attached: up to 5 units may be connected	1
Front Lot Line Coverage (min)	50%	2
Occupation of Corner	Yes, except detached dwellings	3
Front Build-to Zone	5'-15' ¹	4
Corner Build-to Zone	5'-15' ¹	5
ROW Encroachment	No	6

(b) Lot Area

Side Yard Setback	5' ²	7
Rear Yard Setback	15'	8



Notes:

¹ Stoops and unenclosed porches may be located in the build-to zone.

²If buildings are attached, side yard setbacks apply to the set or row of buildings, not each individual building.

³Parking entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

G. Lot Type: Outdoor Market

(1) Building Siting (refer to Figure 5.6-16)**(a) Street Frontage**

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage	Not Required	
Occupation of Corner	Not Required	
Front Build-to Zone	Not Required,	
	except 0-10' for	2
Corner Build-to Zone	Outdoor Sales &	
	Storage uses	
ROW Encroachment	Yes	3

(b) Lot Area

Side Yard Setback	10'	4
Rear Yard Setback	15'	5

(c) Lot Coverage

Impervious Surface (max)	65% ¹	6
Semi-Impervious Surface	15%	7

(d) Parking, Loading, & Access

Parking Location	Rear Yard	8
Loading & Service Location	Side or Rear Yard	9
Interior Parking Entrance Bay	Not Permitted	
Driveway Location	Alley; 1 on Corner Side Front if not an interior lot	10

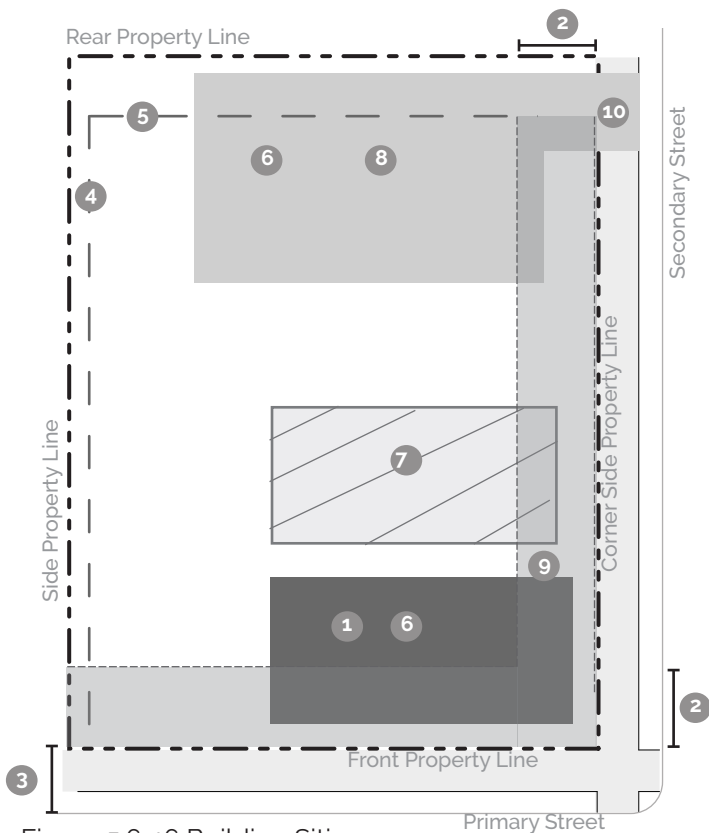
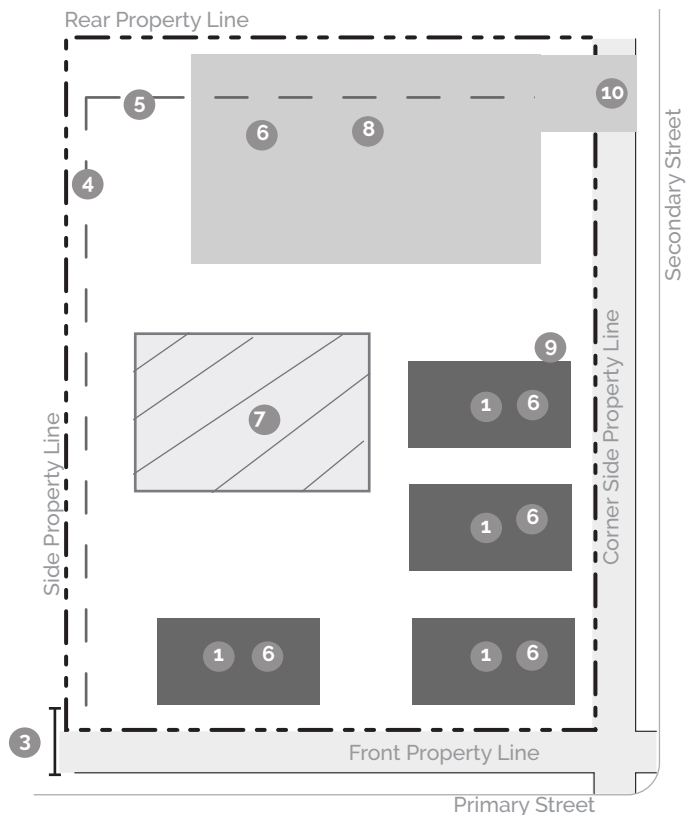


Figure 5.6-16 Building Siting.



(2) Height

Minimum Height	1 Story	11
Maximum Height	1 Story	12
Ground Floor	Not Required	
Upper Floor(s)	Not Required	

(3) Uses (Table 4.1-1)

All Floors	Commercial, Park/Open Space	13
Occupied Space	No	14
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-17)**(a) Transparency (minimum)**

Ground Floor	Not Required ²	15
Upper Floor(s)	Not Required	
Blank Wall Limitations	Not Required	

(b) Entrance/Counter

Location	Not Required ²	16
Entrance Treatment (see 5.5.B)	Not Required, except with an Outdoor Sales & Storage Use	17
Entrances on Street Facing Facades	Not Required ¹	
Other Facade Entrances	Not Required	

(c) Roof Type

Tower	Not Permitted	
Spire	Not Permitted	

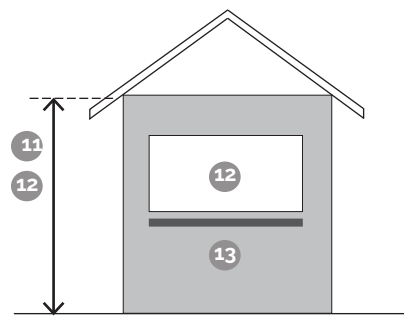


Figure 5.6-17 Street Facing Facades.

Notes:

¹ A permanent building shall account for no more than twenty-five (25) percent of the impervious coverage allowance. This does not apply to such structures as kiosk, shipping container, stand, greenhouse, or hoop house, which are considered not permanent for the purposes of impervious coverage.

² When a building is located in the Front or Corner Side Build-to Zone, it must have an entrance, windows, or service window/counter on the facade facing the adjacent street. Outdoor Sales & Storage uses must be in buildings with a stoop or storefront entrance treatment.

Article 6. Street Types

Reserved

Article 7. Parking & Loading Regulations

50-7.1 General Requirements.

A. Applicability. Unless otherwise stated, parking and loading shall be provided as is outlined in this Chapter.

B. General Provisions.

(1) Accessible Parking. Parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the state and federal building or accessibility requirements, including quantity, size, location, an accessibility.

(2) Requirements for Unlisted Uses. Parking spaces will be provided as detailed in Table 7.2-1. If a use is not listed, the City Planner is authorized to apply standards for a use deemed as similar. In the instance where an equivalent may not be clearly determined, the City Planner may require a parking study, transportation management plan, or other evidence that will help determine the appropriate requirements.

C. Exempt Areas.

(1) Downtown. Lots located in the Downtown Exempt Parking Area (refer to Figure 7.1-1) are exempt from the requirement to provide off-street parking spaces. Spaces that are provided must adhere to all applicable requirements including design, layout, and landscaping.

(2) Small Commercial Establishments. A commercial establishment, including the non-manufacturing element

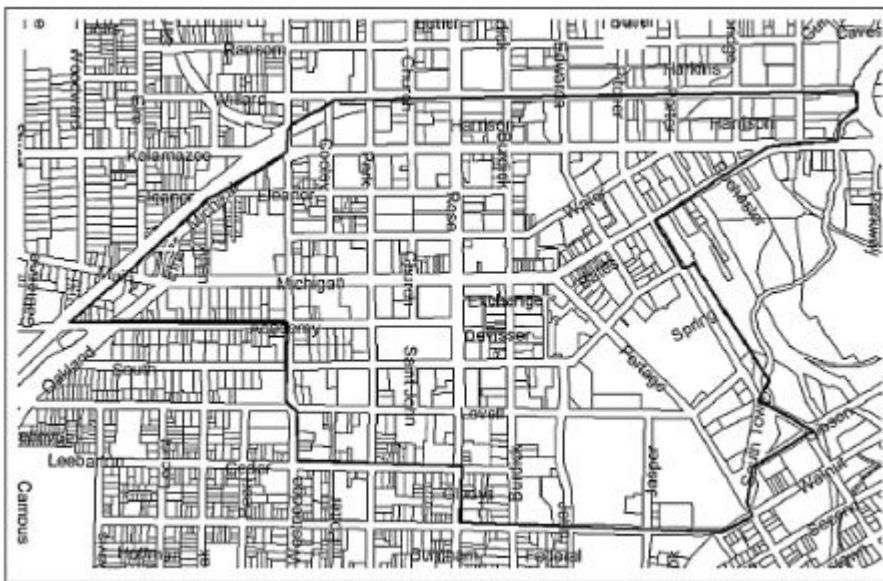


Figure 7.1-1 Downtown Exempt Parking Map

of craftsman industrial, containing up to 2,000 square feet of floor area, located in a building constructed on or before October 18, 2005, and not be located in the Community Commercial zoning district, shall be exempt from all requirements to provide off-street parking spaces.

50-7.2 Required Vehicular Off-Street Parking Spaces.

A. Required Parking Table. Table 7.2-1 outlines the required off-street parking spaces. Total required vehicular parking spaces should be determined using the following parameters in addition to Table 7.2-1.

- (1) Fractions. In determining the number of spaces required, any fraction of spaces required under 1/2 shall be disregarded; a fraction greater than 1/2 shall be rounded up to count as one (1) space.
- (2) Maximum Parking Spaces Provided. Off-street parking may not be provided in an amount greater than 110% of the minimum parking requirement.
- (3) On-Street Parking Credit. Up to fifteen (15) percent of the parking requirement for commercial and industrial-craftsman industrial uses can be met with on-street parking located within 660 feet of the site.
- (4) Shared Parking. Credit for shared off-street parking is calculated as follows.
 - (a) Off-Site Location. Spaces in parking facilities within 660' can be applied to the parking requirements for a lot.
 - (b) Multiple Uses Credit. When multiple uses share parking facilities, the quantity of spaces provided should be calculated as follows.
 - [1] Shared Peak Demand Times. Businesses with the same peak parking demand times that share parking facilities can reduce the quantity provided by five (5) percent.
 - [2] Different Peak Demand Times. Business with different peak parking demand times, can reduce their required parking spaces using Table 7.2-2 Parking Times Per Use Category.
 - [a] Determine the required number of spaces per use, following Table 7.2-1 Required Parking Table.
 - [b] Applying the percentages in Table 7.2.2, determine the number of spaces needed per use in each of the six (6) time periods.
 - [c] For each time period, add the number of spaces needed for all applicable use categories to obtain a total for each of the six (6) time periods.
 - [d] The time period with the highest total of parking spaces, is the number of spaces required for the site.
- (5) Bicycle Facilities. For every ten (10) required bicycle parking spaces, the required number of vehicular spaces may be reduced by one (1).
- (6) 10% Reduction. City Planner may reduce the number of required parking spaces by up to ten (10) percent if the applicant can document that the required number of parking spaces will not be fully utilized.

B. Vehicular Parking Design and Location. Vehicular parking facilities shall be provided using the following standards.

Table 7.2-1 Required Parking Table

Use	Required Spaces
Residential/Lodging	
Hotel/Motel	1 space/2 guest rooms,
Bed & Breakfast	1 space/guest room, 1 space for innkeeper/home occupant
Dormitory	1 space/3 beds or per City Approved Campus Master Plan
Nursing Home/Assisted Living/ Rehabilitation Center/Adult Foster Care	1 space/employee on largest shift, 1 space/facility vehicle, 1 space/5 beds
Residential	1 space/dwelling unit
Residential: Senior Housing	.5 space/dwelling unit
Residential: Off-Campus Student Housing/RM-15C	2 spaces/dwelling unit
Rooming House	1 space/unit or bedroom
Transitional Residence	1 space/2 employees on largest shift
Civic/Institutional Uses	
Assembly/Theatre	1 space/3 persons permitted at maximum occupancy
Assembly, Religious	1 space/6 seats in worship area or 1 space/40 square feet without seats
College and University	Based on similar use or per City Approved Campus Master Plan
Hospital	1 space/3 beds or per City Approved Campus Master Plan
Library & Museum	1 space/3 persons permitted at maximum occupancy
Police & Fire Station/Utilities & Public Services	1 space/employee on largest shift
School	2 spaces/3 employees as largest shift, in addition for high schools: 1 space/10 students enrolled in grades 10-12
Commercial	
Agriculture	1 space/employee on largest shift
Day Care	1 space/employee on largest shift, in addition commercial facilities: 1 space/5 children permitted at maximum occupancy
Eating & Drinking Establishments	1 space/5 persons at maximum occupancy, 1 space/2 employees at largest shift
Entertainment Sports (Participant)	1 space/5 persons at maximum occupancy, 1 space/2 employees at largest shift
Entertainment Sports (Spectator)	1 space/6 fixed seats or 1 space/40 square feet without seats
Retail/Services	1 space/330 square feet
Kennels	1 space/employee on largest shift, 1 space/3 animals permitted at maximum occupancy
Office	1 space/300 square feet
Outdoor Sales & Storage	1 space/employee at largest shift, 1 space/2,500 square feet outdoor sales area
Vehicle Service	1 space/200 square feet floor area; in addition vehicle repair 2 spaces/repair bay or area
Vehicle Service: Car Wash	1 space/employee on largest shift
Industrial	
Craftsman Industrial	1 space/employees on largest production shift, 1 space/500 square feet retail
Industrial	1 space/2 employees on largest shift

Table 7.2-2 Parking Times Per Use Category

Uses Category	Weekdays			Weekends		
	Midnight - 7 AM	7 AM - 6 PM	6 PM - Midnight	Midnight - 7 AM	7 AM - 6 PM	6 PM - Midnight
Residential	100%	50%	80%	100%	80%	80%
Hotel/Motel/Bed & Breakfast	100%	65%	100%	100%	65%	100%
Assembly- Religious	0%	30%	50%	0%	100%	75%
Retail & Services	5%	100%	80%	5%	100%	60%
Eating & Drinking Establishments	50%	70%	100%	70%	60%	100%
Entertainment (Spectator, Participant) & Assembly	5%	30%	100%	5%	80%	100%
Office	5%	100%	5%	5%	5%	5%

(1) Design. Vehicular parking shall be designed as follows.

(a) Space Dimension. Parking space design shall follow the dimensions in Table 7.2-3 Minimum Parking Space and Aisle Dimensions and Figure 7.2-1 Parking Space and Drive Aisle Dimensions

(b) Wheel Stops. Wheel stops or bumper guards are required for spaces adjacent to property lines, landscape buffers, and pedestrian pathways, internal to site or in public right-of-way.

(c) Tandem Spaces. Tandem spaces are permitted as follows.

[1] Two (2) spaces may be placed in tandem provided one (1) space is accessible by an aisle, driveway, or alley.

[2] Tandem spaces are permitted for use by residential units only and must be utilized by the occupants of the same dwelling unit.

(d) Slope. All parking areas, driveways, and sidewalk access to parking areas shall meet the requirements of the American Disabilities Act.

(e) Materials. Parking areas may be designed with impervious or semi-pervious materials, such as concrete, asphalt, macadam, brick, and stone.

[1] Gravel and crushed stone are permitted for parking lots for residential parking areas up to ten (10) spaces and for parks and open space uses. Additional application of these types of material may be permitted with approval of the City Planner.

(f) Landscape Areas.

[1] Areas not used for sidewalks, parking spaces, drive aisles, loading, or refuse shall be constructed and maintained as landscaped areas.

[2] The perimeter of a parking lot shall be treated with fencing and/or landscaping along all property lines following Appendix A 6.2 Landscaping and Open Spaces

(g) Lighting. Parking areas with fifty (50) or more spaces must be lit per Appendix A 6.4 Lighting.

(h) Pedestrian Access. Parking lots with more than two (2) double-loaded aisles will provide internal pedestrian access both through the lot, and if directly adjacent to right-of-way, from the adjacent right-of-way to the structure(s).

[1] Dimension. The pedestrian access pathway shall be at least six (6) feet in width.

[2] Location. The pathway(s) shall be centrally located.

[3] Buffer. The pathway shall be buffered from drive aisles with landscaping or designated parking stalls and delineated with paint where it crosses drive aisles.

(2) Vehicular Parking Location. Refer to 5.6 Lot Types for information on the permitted location for Node, Live Work 1, and Live Work 2 Districts. In addition the following applies.

Table 7.2-3 Minimum Parking Space & Aisle Dimensions

Angle of Parking	Stall Dimensions			Drive Aisle Width	
	Curb Length	Stall Width	Stall Depth	One-Way	Two-Way
0 Degrees (Parallel)	18'	8'	18'	12'	20'
45 Degrees	12'	8.5'	18'	12'	20'
60 Degrees	10'	8.5'	18'	18'	20'
90 Degrees	8.5'	8.5'	18'	20'	20'

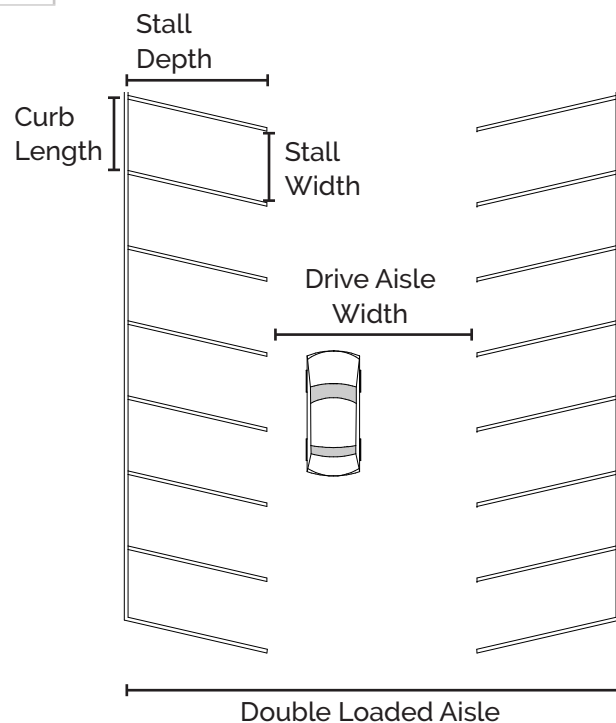


Figure 7.2-1 Parking Space and Drive Aisle Dimensions.

(a) Access. All spaces, unless otherwise noted, shall front an drive aisle, driveway, or right-of-way, providing direct access the parking space.

(b) Parking in Yards. Parking of motorcycles and personal vehicles are not allowed in front yards except on driveways, permitted parking area, or within structures.

(c) Recreational Vehicles. Trailers, motor homes, recreational vehicles, boats, or other similar vehicles may be parked as follows.

[1] Recreational Vehicles shall not be stored in a front yard or front or corner build-to zone unless in a garage or carport; except vehicles may be parked for up to seventy-two (72) hours for loading and unloading purposes.

[2] Recreational Vehicles can be stored in the side or rear yards.

[3] Recreational Vehicles must be kept in good repair and carry a current license and registration.

[4] A maximum of two (2) recreational vehicles can be stored out of doors on a lot at a time; there is no limit as it relates to vehicles within fully enclosed structures.

50-7.3 Required Bicycle Parking.

A. Required Bicycle Parking Table. Table 7.3-1 outlines the required spaces for bicycle parking. Total required bicycle parking spaces should be determined using the following parameters in addition to Table 7.3-1.

(1) Calculation. At least one (1) space is required. Beyond the first space, in determining the number of spaces required, any fraction of spaces required under 1/2 shall be disregarded; a fraction greater than 1/2 shall be rounded up to count as one (1) space.

(2) Public Bicycle Parking Spaces. Parking facilities within public spaces, such as street rights-of-way, can count toward the requirement for non-residential uses. All facilities located within a public right-of-way, require review and approval of an encroachment agreement with the City.

B. Bicycle Parking Design and Location. Bicycle parking facilities shall be provided using the following standards.

(1) Design, Bicycle parking shall be designed as follows.

(a) Space Size. Each bicycle parking space must be at least six (6) feet long and two (2) feet wide with a five (5) foot access aisle.

(b) Bicycle Racks. Bicycle racks must be designed as follows.

[1] Be a fixed-in-place stand that is securely anchored to the ground and/or wall.

[2] Provide at least two (2) points of contact to allow locking of frame and at least one (1) wheel.

[3] Be constructed of materials that resist cutting, rusting, bending, or deformation.

(c) Lockers. Lockers must be designed as follows.

[1] Be a fixed-in-place stand that is securely anchored to the ground and/or wall.

[2] Be secured by means of a lockable door or configured internally to allow locking of the frame and at least one (1) wheel.

(2) Location. Bicycle parking shall be located as follows.

(a) Visible Location. If not visible from the street or public entrance, a directional sign must be posted indicating location. Adherence to the Manual On Uniform Traffic Control Devices for signage is recommended.

(b) Structured Parking. If more than fifty (50) percent of a site's vehicular parking is in a covered area or structure, the required spaces shall also be located in the covered area or structure or otherwise protected from the weather.

Table 7.3-1 Required Bicycle Parking Table

Use	Required Spaces
Residential/Lodging	
Bed & Breakfast/Hotel/Motel	1 space/7 employees
Dormitory	1 space/5 beds or per City Campus Master Plan
Nursing Home/Assisted Living/ Rehabilitation Center/Adult Foster Care	1 space/7 employees
Residential	1 space/5 dwelling units
Civic/Institutional Uses	
Assembly/Theatre	1 space/50 persons permitted at maximum occupancy
Assembly, Religious	1 space/50 seats in worship area or 100 square feet without seats
College and University	Based on similar use or per City Approved Campus Master Plan
Hospital	1 space/15 employees or per City Approved Campus Master Plan
Library & Museum	1 space/7 employees
Parks & Open Space	1 space/5,000 square feet of land area or per City Parks & Recreation Plan
School	2 spaces/classroom
Commercial & Industrial	
Agriculture	1 space/5 employees or gardeners
Eating & Drinking Establishments & Entertainment Sports (Participant)	1 space/15 persons permitted at maximum occupancy
Office/Employment Uses/Other	1 space/7 employees
Parking, Stand Alone Surface Lot or Garage/Ramp	1 space/15 parking spaces
Retail/Services	1 space/7 employees

50-7.4 Off-Street Loading Requirements.

A. Off Street Loading. Construction of new buildings that are expected to have deliveries by vehicles rated as heavy duty must provide off-street loading facilities as follows.

- (1) Design. Each loading space shall be a minimum of ten (10 feet) in width, twenty-five (25) feet in length, and fourteen (14) feet in height.
- (2) Location. Loading areas shall be located as follows.
 - (a). Loading areas shall not be located on a building's front facade and may not occupy any part of a required front or side yard.
 - (b) Loading areas shall not be located closer than fifty (50) from a residentially zoned lot unless it is wholly enclosed within the building or by walls.
 - (c) Loading areas must be separate from pedestrian facilities and pathways.

50- 7.5 Driveway Access Design.

A. Driveways. Driveways will be designed as follows.

- (1). Driveway Width. Driveway width is measured at the front property line and shall adhere to the following.
 - (a) Single-lane Driveways. Single-lane driveways shall be between eight (8) feet and twelve (12) feet.
 - (b) Double-lane Driveway. Double-lane driveways shall be between twenty (20) feet and twenty-four (24) feet, unless the driveway serves the off street loading area, where a larger driveway may be required based on site plan review.
- (2) Double Track Driveways. Double-track, wheel strip, or ribbon driveways are permitted as follows.
 - (a) The first two (2) feet of the entire driveway width, measured from the property line, must paved or covered with a permitted material..
 - (b) Wheel strip shall be at least eighteen (18) inches in width
 - (c) Area between the wheel strips must be landscaped with living ground cover.
- (3) Materials. Driveways may be designed with impervious or semi-pervious materials. such as concrete, asphalt, macadam, brick, and stone.
 - (a) Gravel and crushed stone are permitted for residential driveways accessing parking areas up to ten (10) spaces. Additional application of these types of material may be permitted with approval of the City Planner.
- (4) Maximum Coverage of Front Yard. Driveways cannot account for more than thirty (30) percent of the front yard of a lot.

Article 8. Landscape Screening Regulations

Reserved

Article 9. Signs

Reserved

Article 10. Lighting

Reserved

**CITY OF KALAMAZOO, MICHIGAN
ORDINANCE NO. _____**

**AN ORDINANCE TO ADD CHAPTER 50 “ZONING”,
TO THE CITY OF KALAMAZOO CODE OF ORDINANCES AND REPEAL SECTION
6.1 OF APPENDIX A “ZONING ORDINANCE” OF THE CITY CODE**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. The Kalamazoo City Code of Ordinances is amended by the addition of Chapter 50, “Zoning” to create the zoning classifications Live-Work 1, Live-Work 2, and Node, along with accompanying text to accommodate and implement those classifications as attached hereto.

Section 2. Section 6.1 of Appendix A “Zoning Ordinance” of the City Code addressing “Off-Street Parking and Loading” is repealed.

Section 3. Construction. In the event of any conflict between the provisions of Chapter 50 and Appendix A, the language of Chapter 50 is controlling.

Section 4. Repealer. All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

Section 5. 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 and enforceability of the remaining portions of this ordinance.

Section 6. 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. Public notice was given and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976, M.C.L. § 15.261 et. seq). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

Bobby J. Hopewell, Mayor

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Rebekah Kik, Director Community Planning and Economic Development

PREPARED BY: Christina Anderson, City Planner

DATE: 10/22/2018

SUBJECT: Rezone Properties in the Northside Neighborhood

RECOMMENDATION

It is recommended that the City Commission introduce the proposed rezoning of properties in the Northside Neighborhood, set a public hearing on November 19, 2018, to hear comments and consider adoption.

BACKGROUND

To realize the vision of the Northside Neighborhood Plan recently adopted by the Commission and the 2025 Master Plan, several zoning changes are proposed focusing in and around the Northside Cultural Business District.

The Neighborhood Plan notes two goals related to zoning: 1) ensure zoning preserves existing and allows new residential uses; and 2) create zoning that is flexible and allows a mix of residential, commercial, and maker spaces. This is the second of two agenda items before the Commission tonight related to the proposed zoning changes. This item focuses on the rezoning or remapping of zoning classification on properties in the Northside Neighborhood in accordance with the Northside Neighborhood Plan and the 2025 Master Plan. The zoning classifications being proposed fall into two categories: existing residential districts (RM15 and RM36) and the new districts outlined in the first agenda item (Node, Live Work 1, and Live Work 2).

Rezoning to Residential Districts (RM15 and RM36)

During Imagine Kalamazoo (December 2016) and the Northside Neighborhood Plan development (2018), it was discussed that there are several areas of the Northside that function as residential, including lot size, structure, and use of structure, but that are zoned as Limited Manufacturing (M1), Community Commercial (CC), and Commercial-Neighborhood (CN1). The mismatch between zoning and use in these locations negatively impacts the preservation of the residential nature of these areas by creating barriers to the redevelopment or rehabilitation of these properties. These barriers include:

1. Residential units are not a permitted use in the Limited Manufacturing (M1) district.
2. Commercial –Neighborhood (CN1) and Community Commercial (CC) do not allow residential uses on the ground floor.

These requirements prevent new residential structures from infilling vacant lots and can make rehabilitation of

existing structures unnecessarily difficult. This is in conflict with the goals of the Northside Neighborhood Plan regarding the preservation of the core residential character of the neighborhood and supporting the development of new housing to meet the needs of all Northside residents. In these locations, the neighborhood vision is for residential development and the applied zoning standards should reflect this vision. The residential multifamily districts proposed reflect the existing character and use of these parcels.

By removing the not-appropriate commercial and manufacturing classifications, the City is taking an immediate action to support Northside's core residential character confirmed in the neighborhood's 2018 Plan. Over the next year, staff will be reviewing and proposing changes to all existing zoning classifications, including those in this rezoning proposal. Staff did not want to wait until this review was complete to make this zoning change because of the significant difference between the existing commercial and manufacturing classifications and the neighborhood vision and the urgent need to meet housing needs.

Rezoning to Mixed Use Districts (Node, Live Work 1, and Live Work 2).

The proposed rezoning of the new Node, Live Work 1, and Live Work 2 districts supports the two neighborhood plan goals related to zoning. The community vision for the Northside Cultural Business District, even before it was designated as such through the MiNeighborhood Planning activities in 2014/15, was for an active, walkable, mixed-use area. The 2009 Northside Neighborhood Plan refers to a set of urban design guidelines to support this vision and even at that time recommended that they be included City's Zoning Ordinance. The creation of the new zoning districts was the first step, mapping them in the Northside Neighborhood allows for these new regulations to guide development in alignment with community vision.

Recall that after careful review, City staff determined that none of the existing commercial zoning districts in the City's Zoning Ordinance fit the vision outlined in the 2025 Master Plan and in particular for the vision outlined for the Northside. As a result of this, City staff proposed the three new mixed use districts for inclusion in the Ordinance. The three proposed districts and their proposed locations are as follows.

1. Node. These areas are intended to create walkable, mixed-use commercial corners in neighborhoods. Nodes allow a wide range of commercial uses on the ground floor with commercial and residential uses allowed on upper floors. Following the 2025 Master Plan, Nodes are found at the intersections of Burdick and Patterson; Westnedge and Patterson; and Ransom with Park and Church Streets. It is in these locations that the new Node District is being proposed.

2. Live Work 1. Live-Work 1 allows for residential and businesses in the same blocks and buildings. A wide mix of commercial and residential uses - including single family homes and duplexes-are allowed that match what already exists in the neighborhood. Live-Work 1 has a focus on building form as it faces the street, while allowing a flexible uses within the building. Staff proposes that Live Work 1 be applied to areas including Westenedge, North, Frank, and Paterson.

3. Live Work 2. Live-Work 2 also allows for residential and businesses together. The district allows for the widest mix of uses of the three, including residential, commercial, limited industrial, and maker spaces. The district serves as a transition from the higher density of Downtown and nearby Industrial. Live-Work 2 has similar building requirements to Live-Work 1. Staff proposes that Live Work 2 be applied to properties including those along Ransom, North, Porter, Edwards, and Parsons

POLICY CONSIDERATIONS

This proposal is in alignment with Northside Neighborhood Plan. It is also supported by the 2025 Master Plan; specifically the Future Land Develop Plan denotes this area as a mix of Commercial, Node, Urban Edge, Neighborhood Edge, and Residential land use designations.

These proposed zoning changes are in alignment with the Strategic Vision, including:

- Economic Vitality: Economic Assistance. Use investments, incentives, and policies to reach community wide goals for affordable housing, increase public transportation, local business success, and to avoid involuntary displacement.
- Strength Through Diversity: Inclusive Planning. Support the preservation of community identity through diversity, inclusion, and participation in the process of developing a community/neighborhood vision.

- Complete Neighborhood: Neighborhood Planning. Create long-term plans for Complete Neighborhoods implementation, including housing, transportation infrastructure, and land uses that explore and support neighborhood visions.

COMMUNITY RESOURCES CONSULTED

In addition to being discussed at the Imagine Kalamazoo neighborhood meeting (December 2016) and at the four Northside Neighborhood meetings (April, May, June 2018), City staff held an informational meeting on August 29th. The meeting was included in the notice letters sent to property owners within the proposed rezoning area. About two dozen attendees viewed maps, asked questions, and learned more about the proposed changes and how they relate to the Northside Neighborhood Plan.

This item was discussed and reviewed at public hearings that spanned two Planning Commission meetings. At the first meeting, staff presented the intent of the changes and previewed the regulations. At the second meeting, staff presented the draft regulations. A public hearing over the course of the two meetings allowed many residents to speak to the matter. Their comments were overwhelmingly positive. The Planning Commission unanimously recommended approval of the zoning changes to the City Commission.

FISCAL IMPACT

This proposal is removing zoning barriers to housing and business development on the Northside. Without these changes housing infill and new economic development will be continued to be saddled with expensive and time consuming hurdles. These zoning changes are intended to set the table for the development envisioned on the Northside and then step out of the way, rather than serve as a constant drag on a project. This activity is intended to have a positive fiscal impact on the community.

ALTERNATIVES

The Commission could opt to not move this item forward for a public hearing and vote. This action would be contradictory to the Commission's recent affirmation of the Northside Neighborhood Plan and support of the 2025 Master Plan.

ATTACHMENTS:

Type	Description
 Aerial Photo	Zoning Intents
 Aerial Photo	Northside Nhood Plan Excerpt
 Aerial Photo	2025 Future Land Development Plan
 Aerial Photo	Ordinance to Amend Northside Zoning
 Aerial Photo	Proposed Zoning Changes by Address
 Aerial Photo	Northside Rezoning Map

Residential Zoning Issues

We heard....

Zoning Changes Proposed Will....

Preserve Existing Housing/ Remove barriers to rehab-ing & building new houses

Remove Manufacturing & Commercial zoning from residential lots

Allow residential by-right within the Northside Cultural Business District with creation of new mixed use districts: Node & Live-Work 1 & 2

Return zoning to residential outside of District

Build New Housing to Accommodate All Resident Needs

Allow residences in more locations with new districts

Allow different types of housing within the Northside Cultural Business District, including single family, duplex, and multiple family units

Allow Accessory Dwelling Units

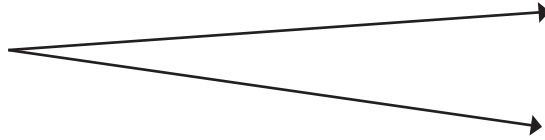
Preserve Existing Character

Use existing setbacks and heights to guide standards

Mixed Use Related Zoning Issues

We heard....

Allow for a mix of uses
within Northside
Cultural Business
District

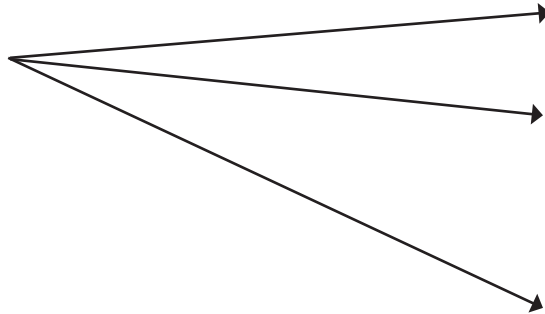


Zoning Changes Proposed Will....

Expand allowed commercial, maker space, & limited industrial uses

Expand home occupation opportunities

Create a Walkable,
Active Mixed-Use
Streets



Use existing setbacks and heights of traditional buildings to guide standards

Include front entrance, minimum windows, and parking location requirements as first noted in 2009 Northside Neighborhood Plan

Create a zoning standards for key corners (Nodes) that promote active uses on ground floor with flexible uses allowed upstairs

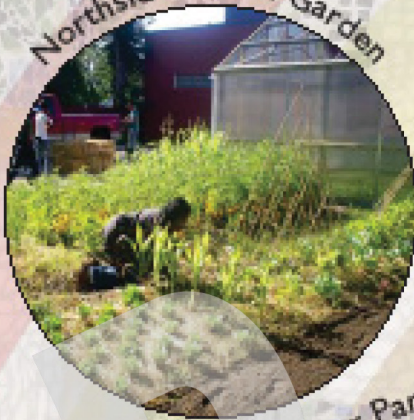
Preserve Existing
Housing within
Northside Cultural
Business District



Within Northside Cultural Business District: allow residential on ground floor in Live-Work Zoning (LV-1 & LV-2), including single family, duplex, and multiple units

Northside Neighborhood Plan

Northside Urban Garden



Northside Community Center



Water Park and Splash Pad



**Originality,
Options &
Opportunities**

Neighborhood Meeting



Neighborhood Grocery Store



NACD - 2018



"People Helping People" Since 1981

Northside Association for Community Development

Introduction

Neighborhood plans are the road map to help residents and neighborhood leaders identify where the neighborhoods should go in the future. The 2018 Northside Neighborhood plan has updated recommendations and goals to be focused short term actions. At three community meetings residents defined immediate actions for a specific corridor area called the Northside Cultural Business District. This plan will be adopted into the 2025 Master Plan.

The 2018 plan for the Northside builds on four (4) Strategic Goals:

1. Increase the number of resident owned businesses, especially those by African Americans & low income residents.
2. Preserve existing housing and build new housing to accommodate all resident needs.
3. Make enjoyment of the arts, culture, and open space part of the northside neighborhood way of life
4. Strengthen support systems for workforce development, safety, and youth programming.

Alignment with Strategic Vision

Alignment with Strategic Vision		Strategic Vision Goals										
		Shared Prosperity	Connected City	Inviting Public Places	Environmental Responsibility	Safe Community	Youth Development	Complete Neighborhoods	Strength Through Diversity	Economic Vitality	Good Governance	
Northside Neighborhood Plan Update Strategies		SP	CC	IPP	ER	SC	YD	CN	SD	EV	GG	
Increase the Number of Resident Owned Businesses, Especially Those by African Americans & Low Income Residents.		●	●	●				●	●	●		
Preserve Existing Housing and Build New Housing to Accommodate All Resident Needs.						●		●				
Make Enjoyment of the Arts, Culture, and Open Space Part of the Northside Neighborhood Way of Life.				●				●	●			
Strengthen Support Systems for Workforce Development, Safety, and Youth Programming.		●				●	●			●		

This neighborhood plan aligns with the strategic vision goal Good Governance by following an inclusive and transparent planning process.



"People Helping People" Since 1981

Northside Association for Community Development

Strategy 1. Increase the Number of Resident Owned Businesses, Especially Those by African Americans & Low Income Residents.

Update Zoning

ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	FUNDING
Allow for mixed use development to support new resident owned businesses and affordable housing options	Support for mixed use buildings	Rezoning the NCBD area with options for business and housing development	Summer 2018	No Cost

Establish Northside Cultural Business District Authority

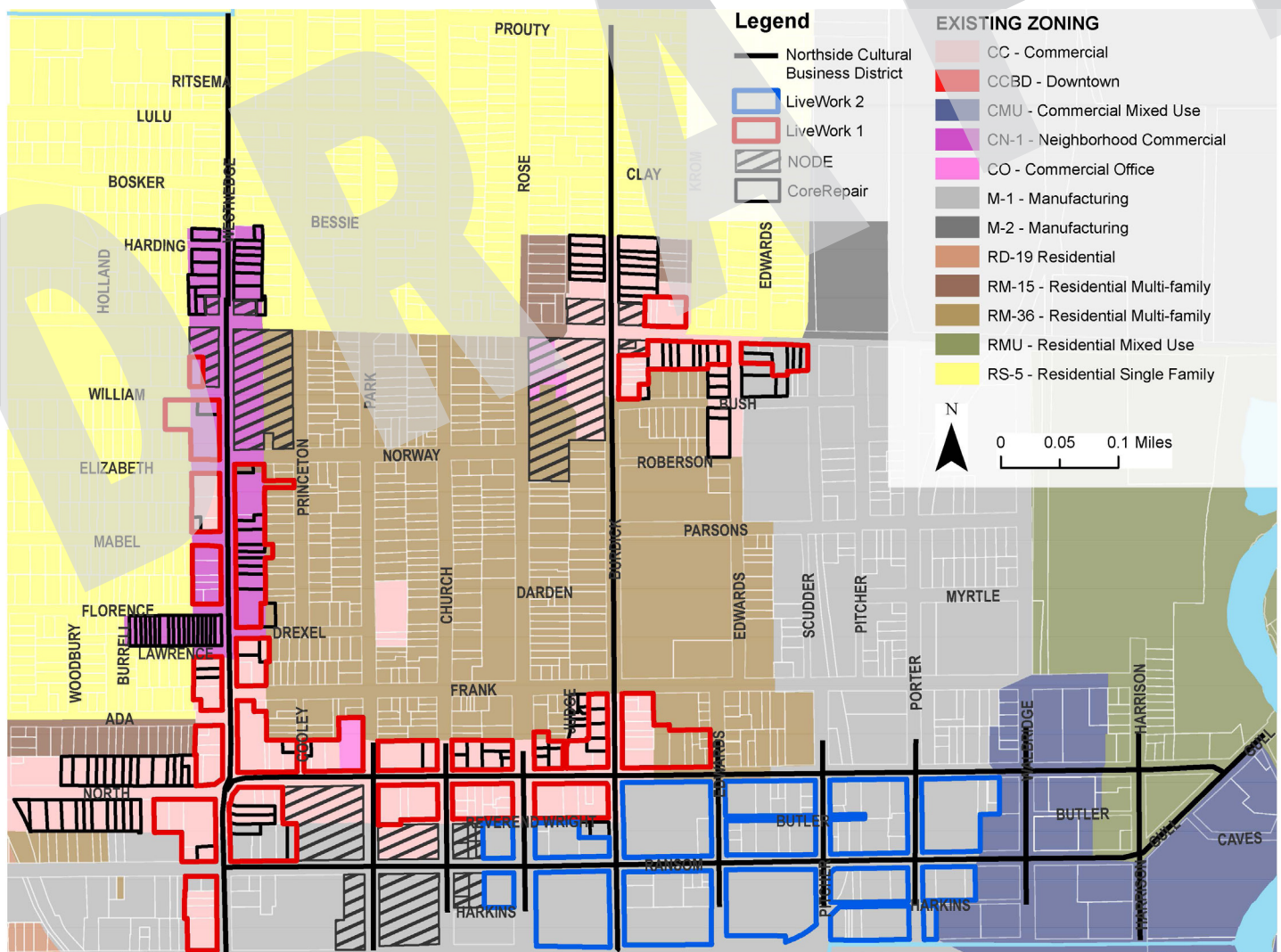
ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	FUNDING
Create the NCBDA	Attend Commission meeting to voice support	Notice property owners, present to Commission	Summer 2018	No Cost
Select the Board	Property Owners, Business Owners, and Residents apply to be on the Board.	Mayor appoints Board members; Create the Board with 75% residents and 25% property owners	Fall 2018	No Cost
Develop Branding for the NCBD	Coordinate the artwork and voting for the new NCBD logo and banner locations	Support initiative with funding	Summer 2018	\$5000
Develop a TIF Plan	NCBDA Board will set funding priorities and review projects for budgeting	Assist as necessary	Fall/Winter 2018	No Cost

Action: Support Mixed Use Development

Zoning adjustments in and adjacent to the NCBD will remove barriers to economic development and help the Northside meet its vision for walkable streets providing for a mix of uses and housing that meets the needs of all its residents. Current zoning districts, including manufacturing (M1) and Community Commercial (CC), allow a wide range of intense commercial and manufacturing and do not promote development compatible with walkability and neighborhood scale.

Three new zoning districts are being considered for the NCBD, Node, Live Work 1, and Live Work 2 (mapped as proposed below). These districts focus on promoting a mix of uses (residential, commercial, maker spaces, and clean industrial) and guide buildings to be built with little or no setback from the street with clear front entrances and storefront windows.

Parcels To Be Considered For Immediate Zoning Changes



Strategy 2. Preserve Existing Housing and Build New Housing to Accommodate All Resident Needs.

Perserve Single Family Housing

ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	COSTS
Change zoning to preserve existing single family housing "Core Repair" map on page 9	Support zoning of housing back to residential	Rezone the housing back to residential that is currently non-conforming	Summer 2018	
Change zoning to allow for infill of affordable single family housing throughout the neighborhood	Support zoning when presented to Commission	Change zoning to eliminate barriers	Summer 2018	
Put a Neighborhood Enterprise Zone in place to support homeownership of new and rehabilitated homes in the Northside	Partner in program development and administration	Partner in program development and administration	Establish within 3 years	

Create Affordable Housing Opportunities

Support small scale local development and housing infill	Attend trainings, develop small scale (duplex, triplex, quad) developments	Provide trainings in the neighborhood to create small scale development and housing infill	Trainings will begin Fall 2018 and 2019	
Create long term affordable housing	Develop affordable housing based on income levels of the City of Kalamazoo	Support with resources and coordination of projects as necessary	Ongoing	\$\$\$

Address Existing Housing Conditions

Identify funding to help existing homeowners with repairs	Grant funding to homeowners for repairs as available	Partner in program development and administration	Ongoing	\$\$\$
Increase participation in registered rental program	Report unregistered rentals to City	disseminate information about rental program	Ongoing	\$



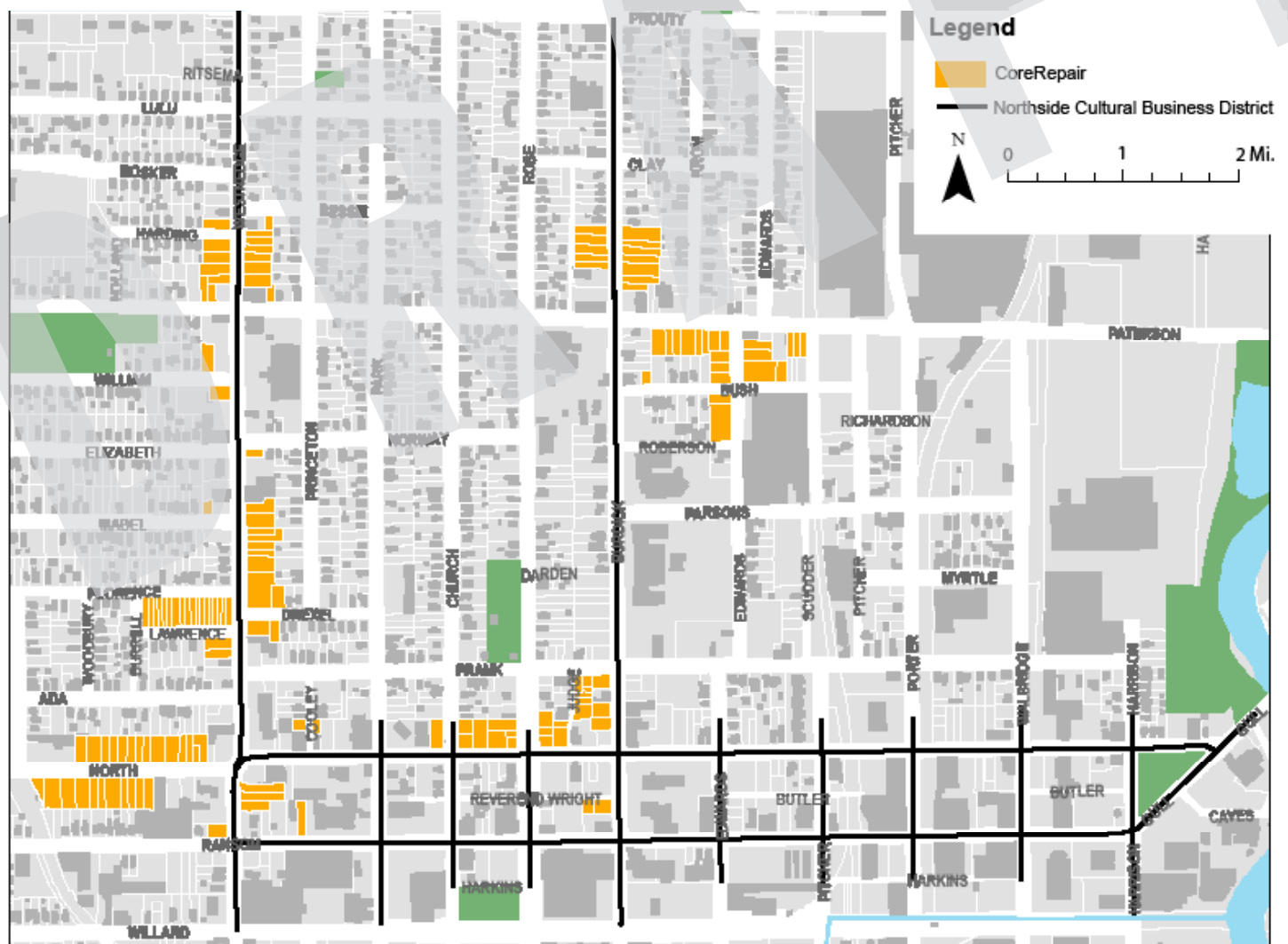
"People Helping People" Since 1981

Northside Association for Community Development

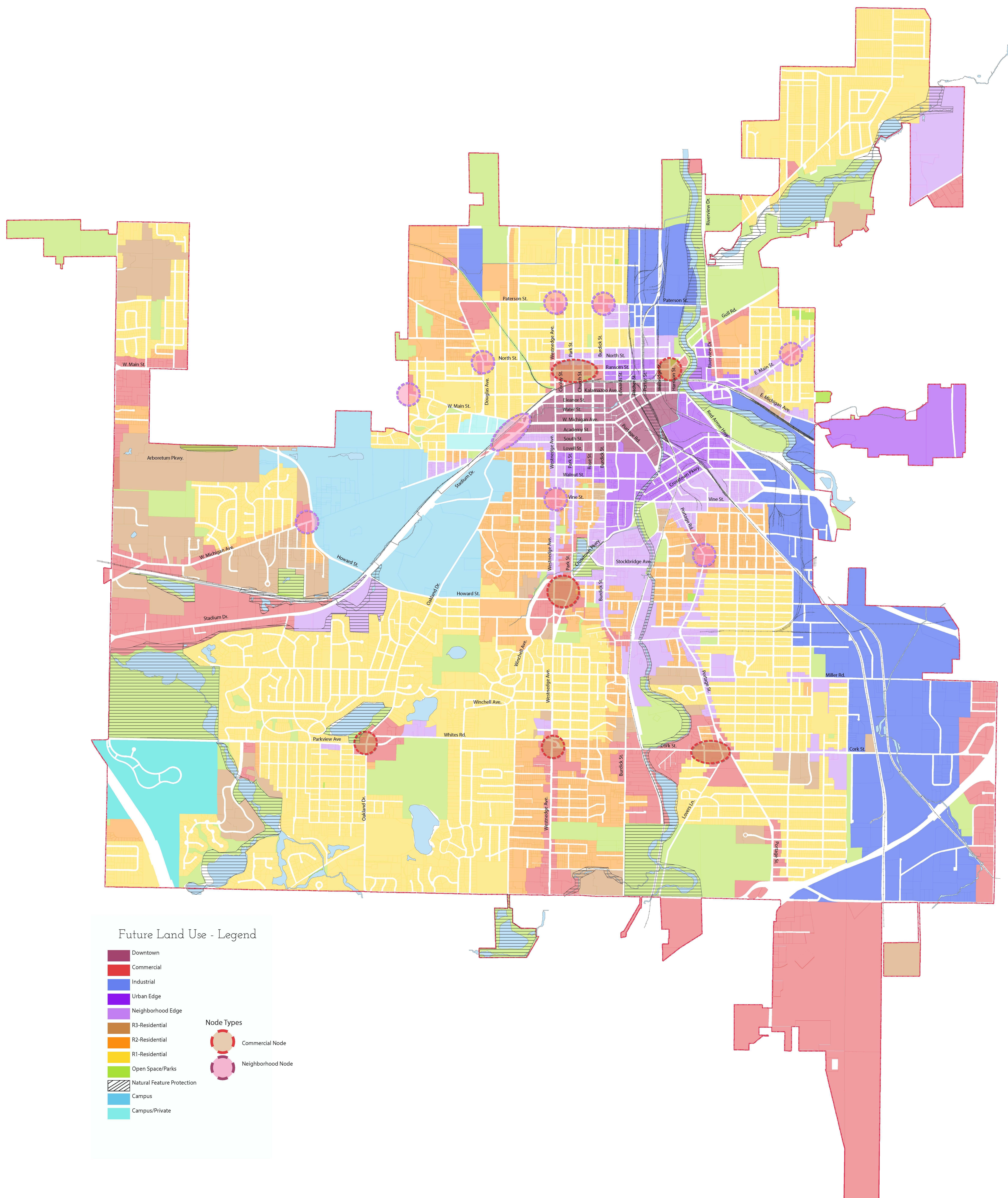
Action: Preserve Housing (Core Repair)

The existing commercial and manufacturing zoning districts throughout the Northside serve as barriers to the preservation of existing housing and the development of new housing to meet the neighborhood's needs. Many of these areas were noted through the Neighborhood Plan update process and are noted as yellow in the map below. To remove this barrier, these areas will be rezoned to districts that permit and promote residential uses.

Parcels To Evaluate For Residential Use and Preservation



Future Land Development Map 2025



CITY OF KALAMAZOO, MICHIGAN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 1.8.A. ZONE DISTRICT MAP OF THE ZONING ORDINANCE,
BEING APPENDIX A OF THE KALAMAZOO CODE TO REZONE PROPERTIES IN THE NORTHSIDE
NIEGHBORHOOD IN ACCORDANCE WITH THE ADOPTED 2025 MASTER PLAN**

THE CITY OF KALAMAZOO ORDAINS:

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

The parcels identified by tax number and more fully described by street address and current use on accompanying Attachment A, are rezoned as either Live-Work 1, Live-Work 2, Node, RM15 or RM 36 as reflected in Attachment A and as further identified on the accompanying map, being Attachment B.

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

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

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

CERTIFICATE

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

Bobby J. Hopewell, Mayor

Scott A. Borling, City Clerk

Proposed Zoning Changes by Address
See Map for Key

Attachment A

PARCEL PIN	ADDRESS	CURRENT ZONING	PROPOSED ZONING	INTENT OF CHANGES
06-16-289-002	509 ADA	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-365-215	441 BESSIE	CN-1	RM15	Return to a Residential District
06-15-327-011	510 N BURDICK	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-196-004	524 N BURDICK	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-196-001	526 N BURDICK	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-191-007	603 N BURDICK	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-191-106	611 N BURDICK	M-1, CC	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-186-001	629 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-187-010	702 N BURDICK	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-186-119	703 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-012	708 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-006	709 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-121	714 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-117	717 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-120	718 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-005	719 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-119	720 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-001	724 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-116	727 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-181-118	730 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-016	1206 N BURDICK	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-005	1208 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-004	1212 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-003	1214 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-002	1216 N BURDICK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-017	1220 N BURDICK	CC	Node	Allows commercial with commercial and residential on upper floors.
06-15-126-001	1224 N BURDICK	CC	Node	Allows commercial with commercial and residential on upper floors.
06-10-395-018	1301 N BURDICK	CC	Node	Allows commercial with commercial and residential on upper floors.
06-10-396-101	1308 N BURDICK	CC	Node	Allows commercial with commercial and residential on upper floors.
06-10-396-001	1312 N BURDICK	CC	RM15	Return to a Residential District
06-10-396-102	1314 N BURDICK	CC	RM15	Return to a Residential District
06-10-395-019	1315 N BURDICK	CC	Node	Allows commercial with commercial and residential on upper floors.
06-10-395-020	1319 N BURDICK	CC	RM15	Return to a Residential District
06-10-396-104	1320 N BURDICK	CC	RM15	Return to a Residential District
06-10-391-003	1322 N BURDICK	CC	RM15	Return to a Residential District
06-10-390-020	1323 N BURDICK	CC	RM15	Return to a Residential District
06-10-391-104	1326 N BURDICK	CC	RM15	Return to a Residential District
06-10-390-021	1327 N BURDICK	CC	RM15	Return to a Residential District
06-10-391-004	1328 N BURDICK	CC	RM15	Return to a Residential District
06-10-390-122	1331 N BURDICK	CC	RM15	Return to a Residential District
06-10-391-005	1332 N BURDICK	CC	RM15	Return to a Residential District
06-10-390-022	1335 N BURDICK	CC	RM15	Return to a Residential District
06-10-380-101	1505 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-375-005	1515 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

06-10-375-004	1519 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-375-003	1523 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-376-018	1524 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-376-019	1526 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-346-070	1602 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-345-016	1605 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-346-069	1606 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-345-011	1613 N BURDICK	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-126-015	111 E BUSH	CC, RM-36	RM36	Return to a Residential District
06-15-189-204	219 E BUTLER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-173-101	518 N CHURCH	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-168-008	610 N CHURCH	CC, M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-163-201	618 N CHURCH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-163-101	622 N CHURCH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-163-001	624 N CHURCH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-163-008	710 N CHURCH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-161-103	711 COOLEY	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-161-203	712 COOLEY	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-150-010	441 DREXEL	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-150-011	449 DREXEL	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-199-010	500 N EDWARDS	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-197-108	521 N EDWARDS	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-198-006	525 N EDWARDS	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-193-012	612 N EDWARDS	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-193-013	614 N EDWARDS	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-188-112	702 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-012	708 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-007	709 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-212	710 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-107	713 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-312	714 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-350	720 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-001	722 N EDWARDS	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-133-070	1101 N EDWARDS	CC, RM-36	RM36	Return to a Residential District
06-15-133-008	1117 N EDWARDS	CC, RM-36	RM36	Return to a Residential District
06-15-128-010	1203 N EDWARDS	CC, RM-36	RM36	Return to a Residential District
06-15-128-009	1207 N EDWARDS	CC, RM-36	RM36	Return to a Residential District
06-15-128-001	1211 N EDWARDS	CC, RM-36	RM36	Return to a Residential District
06-15-128-016	1212 N EDWARDS	M-1, CC	RM36	Return to a Residential District
06-15-128-017	1216 N EDWARDS	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-128-024	1219 N EDWARDS	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-249-025	504 FLORENCE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-249-002	512 FLORENCE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-004	107 W FRANK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-182-002	108 E FRANK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-115	109 W FRANK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-003	115 W FRANK	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

06-15-183-101	202 E FRANK	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-002	208 E FRANK	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-183-103	212 E FRANK	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-179-010	213 E FRANK	M-1, RM-36	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-184-003	218 E FRANK	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-184-004	222 E FRANK	M-1, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-179-001	229 E FRANK	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-257-250	412 E FRANK	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-257-125	418 E FRANK	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-257-024	420 E FRANK	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-257-023	426 E FRANK	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-257-123	430 E FRANK	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-155-111	441 W FRANK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-150-019	442 W FRANK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-110	709 JUDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-112	716 JUDGE	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-113	720 JUDGE	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-114	722 JUDGE	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-397-029	1313 KROM	CC	RM15	Return to a Residential District
06-16-279-017	502 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-016	504 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-015	506 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-014	508 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-013	510 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-012	512 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-011	514 LAWRENCE	CN-1, RS-5	RM15	Return to a Residential District
06-16-279-010	516 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-279-008	518 LAWRENCE	CN-1, RS-5	RM15	Return to a Residential District
06-16-279-007	520 LAWRENCE	CN-1, RS-5	RM15	Return to a Residential District
06-16-279-009	522 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-278-100	524 LAWRENCE	CN-1, RS-5	RM15	Return to a Residential District
06-16-278-800	528 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-278-012	530 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-278-011	532 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-278-007	534 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-278-700	536 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-278-008	538 LAWRENCE	CN-1	RM15	Return to a Residential District
06-16-239-005	512 MABEL	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-192-009	100 E NORTH	M-1, CC	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-186-002	107 W NORTH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-185-003	117 W NORTH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-185-106	118 W NORTH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-182-009	121 E NORTH	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-185-009	122 W NORTH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-182-208	125 E NORTH	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-185-105	128 W NORTH	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-187-310	129 E NORTH	RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

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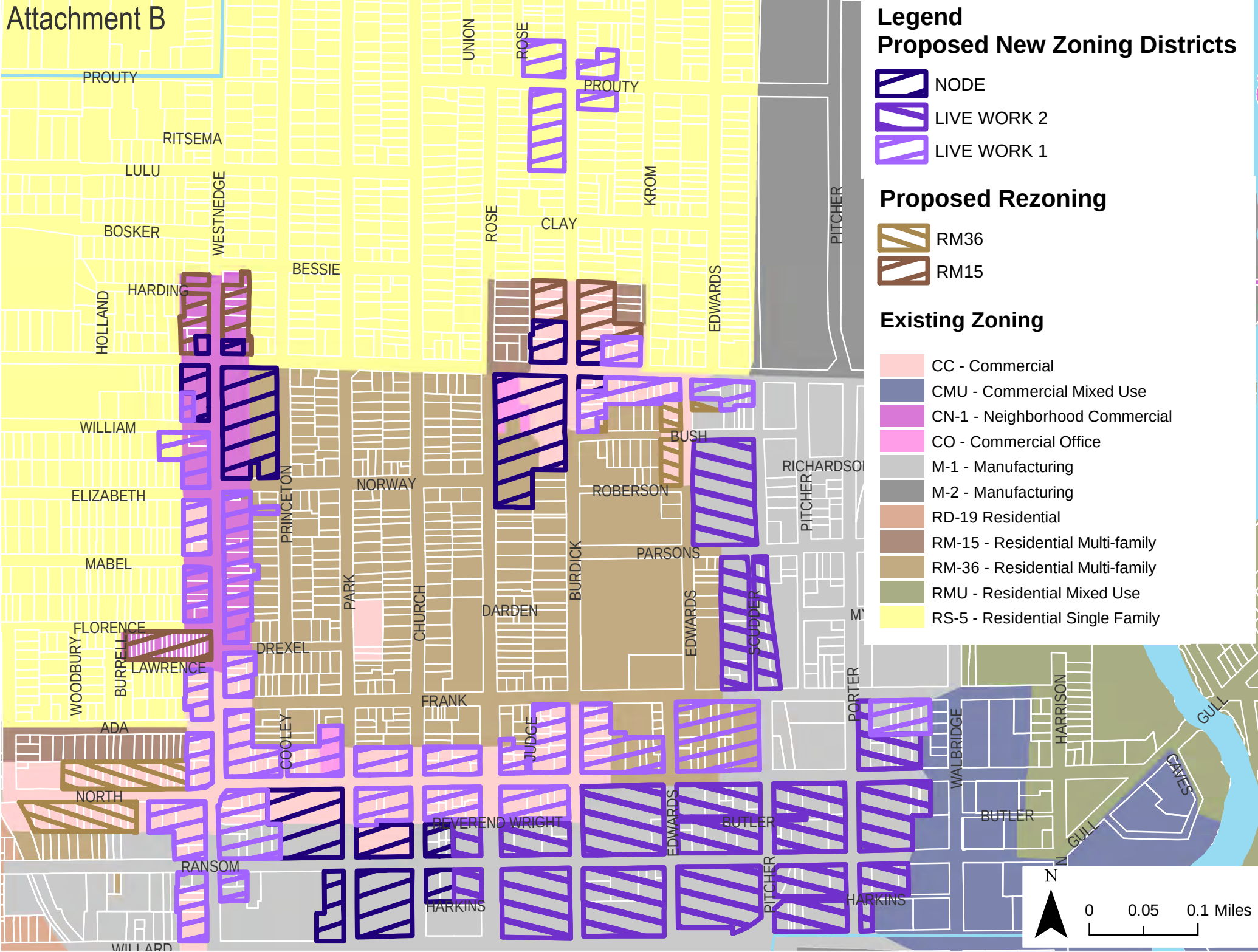
06-16-289-012	518 W NORTH	CC	RM36	Return to a Residential District
06-16-293-009	523 W NORTH	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-288-400	524 W NORTH	CC	RM36	Return to a Residential District
06-16-288-500	530 W NORTH	CC	RM36	Return to a Residential District
06-16-293-011	601 W NORTH	CC, M-1	RM36	Return to a Residential District
06-16-288-300	602 W NORTH	CC	RM36	Return to a Residential District
06-16-288-100	604 W NORTH	CC	RM36	Return to a Residential District
06-16-293-013	605 W NORTH	CC, M-1	RM36	Return to a Residential District
06-16-293-014	607 W NORTH	CC, M-1	RM36	Return to a Residential District
06-16-288-200	608 W NORTH	CC	RM36	Return to a Residential District
06-16-292-014	611 W NORTH	CC, M-1, RM-36	RM36	Return to a Residential District
06-16-287-100	612 W NORTH	CC	RM36	Return to a Residential District
06-16-287-200	614 W NORTH	CC	RM36	Return to a Residential District
06-16-292-020	615 W NORTH	CC, M-1, RM-36	RM36	Return to a Residential District
06-16-287-300	618 W NORTH	CC	RM36	Return to a Residential District
06-16-292-018	619 W NORTH	CC, RM-36	RM36	Return to a Residential District
06-16-287-400	622 W NORTH	CC	RM36	Return to a Residential District
06-16-292-016	623 W NORTH	CC, RM-36	RM36	Return to a Residential District
06-16-292-017	627 W NORTH	CC, RM-36	RM36	Return to a Residential District
06-16-287-500	628 W NORTH	CC	RM36	Return to a Residential District
06-16-291-018	633 W NORTH	CC, RM-36	RM36	Return to a Residential District
06-16-291-087	639 W NORTH	CC, RM-36	RM36	Return to a Residential District
06-16-291-088	645 W NORTH	CC, RM-36	RM36	Return to a Residential District
06-15-302-106	507 N PARK	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-172-102	512 N PARK	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-166-300	601 N PARK	CC, M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-167-108	612 N PARK	CC, M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-167-401	622 N PARK	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-162-250	705 N PARK	CC, CO, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-139-001	225 PARSONS	M-1, CC, RM-36	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-10-396-100	111 E PATERSON	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-397-026	115 E PATERSON	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-125-010	117 W PATERSON	CC, CO, RM-36	Node	Allows commercial with commercial and residential on upper floors.
06-15-127-019	118 E PATERSON	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-127-120	120 E PATERSON	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-397-027	121 E PATERSON	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-127-020	124 E PATERSON	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-397-028	125 E PATERSON	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-127-021	126 E PATERSON	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-127-001	132 E PATERSON	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-128-022	134 E PATERSON	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-128-023	138 E PATERSON	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-128-018	206 E PATERSON	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-129-001	210 E PATERSON	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-129-019	216 E PATERSON	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-129-020	220 E PATERSON	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-129-002	222 E PATERSON	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

06-15-129-021	224 E PATERSON	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-370-101	440 W PATERSON	CN-1, RS-5	RM15	Return to a Residential District
06-09-499-006	508 W PATERSON	CN-1	RM15	Return to a Residential District
06-09-499-007	510 W PATERSON	CN-1	RM15	Return to a Residential District
06-15-270-002	530 N PITCHER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-265-110	614 N PITCHER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-189-206	617 N PITCHER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-260-004	620 N PITCHER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-189-106	621 N PITCHER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-184-400	701 N PITCHER	M-1, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-266-006	615 PORTER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-261-005	619 PORTER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-257-005	712 PORTER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-257-205	714 PORTER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-257-226	716 PORTER	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-346-071	109 E PROUTY	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-346-072	111 E PROUTY	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-197-107	116 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-190-110	118 W RANSOM	M-1, CC	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-197-105	126 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-197-106	130 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-192-007	131 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-198-007	134 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-193-112	201 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-174-003	205 W RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-193-001	209 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-174-002	213 W RANSOM	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-169-307	214 W RANSOM	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-169-207	218 W RANSOM	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-194-010	221 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-168-108	222 W RANSOM	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-173-001	223 W RANSOM	M-1	Node	Allows commercial with commercial and residential on upper floors.
06-15-194-009	225 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-194-008	231 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-265-010	301 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-265-009	307 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-270-102	308 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-265-002	313 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-270-003	320 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-270-005	328 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-265-001	329 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-262-003	407 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-272-002	416 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-272-004	424 E RANSOM	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-166-010	430 W RANSOM	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-004	434 W RANSOM	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-005	440 W RANSOM	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

06-15-170-200	443 W RANSOM	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-007	444 W RANSOM	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-294-003	512 W RANSOM	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-299-004	513 W RANSOM	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-191-101	111 REVEREND WRIGHT	M-1, CC	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-169-103	206 REVEREND WRIGHT	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-169-107	213 REVEREND WRIGHT	M-1, CC	Node	Allows commercial with commercial and residential on upper floors.
06-15-169-007	217 REVEREND WRIGHT	M-1, CC	Node	Allows commercial with commercial and residential on upper floors.
06-15-169-202	218 REVEREND WRIGHT	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-195-003	530 N ROSE	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-190-010	606 N ROSE	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-169-006	609 N ROSE	M-1, CC	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-190-011	614 N ROSE	M-1, CC	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-169-005	617 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-164-004	623 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-185-002	628 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-164-104	629 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-164-107	703 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-185-010	708 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-159-005	709 N ROSE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-180-120	714 N ROSE	CC, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-10-345-017	1610 N ROSE	RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-179-011	811 SCUDDER	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-149-010	819 SCUDDER	M-1, RM-36	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-144-015	909 SCUDDER	M-1, RM-36	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-16-429-002	501 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-429-001	515 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-299-001	519 N WESTNEDGE	CC, M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-170-001	522 N WESTNEDGE	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-299-002	523 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-299-003	527 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-170-100	528 N WESTNEDGE	M-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-294-004	603 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-006	604 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-206	614 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-201	618 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-294-001	621 N WESTNEDGE	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-165-101	622 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-160-001	700 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-289-105	707 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-289-001	711 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-289-100	715 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-284-101	727 N WESTNEDGE	CC, RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-284-001	801 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-150-018	802 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-279-001	805 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-279-002	807 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

06-15-120-101	904 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-249-026	907 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-120-002	910 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-249-001	911 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-120-001	914 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-249-027	915 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-115-006	918 N WESTNEDGE	CN-1, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-115-005	920 N WESTNEDGE	CN-1, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-244-028	921 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-115-004	924 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-115-003	928 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-239-001	1003 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-115-002	1004 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-115-001	1006 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-239-002	1009 N WESTNEDGE	CC, RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-110-212	1010 N WESTNEDGE	CN-1, RM-15, RM-36	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-239-004	1021 N WESTNEDGE	CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-110-003	1026 N WESTNEDGE	RM-15	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-234-047	1101 N WESTNEDGE	CN-1, RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-234-008	1121 N WESTNEDGE	CN-1	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-15-100-101	1216 N WESTNEDGE	CN-1, RM-36, RS-5	Node	Allows commercial with commercial and residential on upper floors.
06-16-229-102	1221 N WESTNEDGE	CN-1, RS-5	Node	Allows commercial with commercial and residential on upper floors.
06-09-499-002	1301 N WESTNEDGE	CN-1	Node	Allows commercial with commercial and residential on upper floors.
06-10-370-222	1302 N WESTNEDGE	CN-1	Node	Allows commercial with commercial and residential on upper floors.
06-09-499-001	1309 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-10-370-223	1310 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-09-499-004	1313 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-10-370-224	1316 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-09-494-003	1317 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-10-370-103	1320 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-09-494-004	1323 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-10-365-225	1324 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-10-365-226	1326 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-10-365-228	1330 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-09-494-007	1331 N WESTNEDGE	CN-1	RM15	Return to a Residential District
06-15-270-010	301 E WILLARD	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-270-109	309 E WILLARD	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-270-009	311 E WILLARD	M-1	LiveWork 2	Allow flexible mix of limited industrial, commercial & residential uses
06-15-270-007	327 E WILLARD	M-1	LiveWork 2	Allow flexible mix of commercial & residential uses, including existing homes
06-16-229-100	510 WILLIAM	CN-1, RS-5	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes

Attachment B





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: 10/24/2018

SUBJECT: Renewal of a Three-Party Agreement with the City of Kalamazoo, Kalamazoo Community Foundation, and Kalamazoo Foundation for Excellence

RECOMMENDATION

It is recommended that the City Commission approve renewal of the three-party Agreement for Services between the City of Kalamazoo, Foundation for Excellence (FFE), and Kalamazoo Community Foundation (KCF) for a period of three years and instruct the City Manager to sign the agreement.

BACKGROUND

The Agreement for Services includes ongoing services for facilitating the governance and operations of the FFE. The Agreement makes full use of KCF's impressive expertise, capacity, and experience to ensure that every aspect of the new FFE is established at the highest possible standard and following broadly understood best practice models as well as new innovations.

Defined Governance Facilitator Responsibilities named in the Agreement include ongoing Gift Processing services on behalf of the FFE; Strategic Consultation; Donor Stewardship; and Additional Services that may be provided by KCF subject to further negotiation and written agreement between the parties.

FISCAL IMPACT

The cost could be significantly more if the FFE needed to put plans in place to take over these roles.

ALTERNATIVES

The City Commission could choose not to authorize the agreement. By not authorizing the Agreement for Services the Foundation for Excellence would need to take over several roles that are currently contracted and put plans in place for managing them on a long-term basis.

ATTACHMENTS:

- | Type | Description |
|--------------|----------------------------------|
| □ Resolution | Resolution |
| □ Agreement | Three Party Agreement 10.29.2018 |

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION RENEWING THE THREE-PARTY GOVERNANCE FACILITATOR
AGREEMENT BETWEEN THE CITY OF KALAMAZOO, THE KALAMAZOO
FOUNDATION FOR EXCELLENCE, AND THE KALAMAZOO COMMUNITY
FOUNDATION**

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

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, The City Commission takes notice of and acknowledges the following:

The Kalamazoo Foundation for Excellence (FFE) was created pursuant to statutory authority by the City Commission as a non-profit supporting organization to the City, and

The Agreement makes full use of Kalamazoo Community Foundation's impressive expertise, capacity, and experience to ensure that every aspect of the FFE is established at the highest possible standard and following broadly understood best practice models as well as new innovations; and

The Agreement for Services includes ongoing services for facilitating the governance and operations of the FFE.

NOW THEREFORE BE IT RESOLVED THAT the City Manager is authorized and directed to sign the three-party Agreement for Services between the City of Kalamazoo, Foundation for Excellence (FFE), and Kalamazoo Community Foundation (KCF) for a period of three years.

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 October 16, 2017. 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 Borling, City Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), is entered into on _____, 2018, between the Kalamazoo Community Foundation (KZCF), 402 E. Michigan Ave., Kalamazoo, MI 49007, the Kalamazoo Foundation for Excellence (FFE), 241 W. South St., Kalamazoo, MI 49007 and City of Kalamazoo (City), 241 W. South St., Kalamazoo, MI 49007.

Recitals: The parties acknowledge that the following recitals are accurate and incorporate them as integral provisions of this Agreement:

The Kalamazoo Foundation for Excellence desires the assistance of a long-established nonprofit corporation to establish its governance formation and ongoing operations.

The Kalamazoo Community Foundation which was established in 1925 and which is recognized as one of most respected and successful community foundations in the country welcomes the opportunity to offer a range of services to the Kalamazoo Foundation for Excellence, as a supporting organization to the City of Kalamazoo so that it may become established.

The parties desire to enter into a written contract which encompasses all terms and conditions governing the provision of services by KZCF to the FFE.

Terms and Conditions: Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

Article I. General Agreement of the Parties:

A. KZCF shall provide the services set forth in this Agreement to the FFE in accordance with Federal and Michigan law, in accordance with the projected timeline and proposed budget. FFE agrees to pay KZCF for the services in accordance with the terms of this Agreement.

B. Neither organization will attempt to speak for the other, nor contribute to perceptions of such. Both parties intend to share information that contributes to the improved efficiency and effectiveness of the other and that is beneficial to the shared goals of the two organizations.

C. Both parties will allow for and expect reasonable deadlines for the completion of major segments of the work contemplated by this Agreement.

D. The City is a beneficiary of this Agreement and shall be the liaison for the FFE.

Article II. Specific Services and Estimated Costs: KZCF will assist in the ongoing development of the FFE Board by providing the following deliverables:

A. Governance Facilitator Responsibilities

1. Board of Directors Development

a. Document and coordinate the process to identify and nominate stakeholder directors by:

- Solicit potential nominees from current board members
- Responding to nominations from individuals and organizations
- Convening identified stakeholder groups to propose and prioritize nominations from various sectors
- Provide a slate of potential FFE nominations to the FFE Board of Directors and the City Commission for appointment as members of the FFE Board of Directors

b. Draft a document for approval by the Directors setting forth the Board of Director responsibilities and qualifications consistent with the founding documents.

c. The Estimated cost for these services will be billed at a rate of \$100-150 per hour (dependent on staff person(s) delivering the service) and will in no event exceed \$7,000 per year without prior written approval of FFE.

2. Deliverables:

a. KZCF will provide confirmed FFE Stakeholder Director nominees to the City Commission for all Director positions with terms expiring that year by the end of business on the second-to-last Friday in February of each year.

3. KZCF will make itself available to present process notes and findings about governance facilitation at the relevant CC meeting.

B. Gift Processing Responsibilities

1. In order to provide gift processing services, the parties agree upon the following assumptions and conditions:

- Follow the FFE Gift Acceptance Policy
- All gifts received are for FFE (not City of Kalamazoo)
- All gifts received are for a pure endowment purpose unless otherwise directed by the donor. Quasi-endowment donations must be explicitly designated as such by the donor.
- FFE will provide KZCF access to its online giving portal if technologically feasible
- KZCF will record all future gifts – check, stock, online portal, etc
- FFE will provide KZCF with donor information for stock gifts

- FFE determines what documentation FFE auditors will need for annual audit and communicate same to KZCF
- FFE establishes a process for accepting illiquid gifts and restricted gifts
- FFE will prepare general ledger internally

2. KZCF will coordinate the process to receipt gifts by undertaking the following responsibilities, to be billed at \$50-\$150 per hour dependent on the level of staff providing the services, and in any case not to exceed \$5,000 without prior written approval of FFE.:

- Provide FFE gift activity reports biweekly, (if technologically feasible, this may include online access, 24 hours a day, 7 days a week.)
- Draft letter of direction for quasi endowment gifts
- Establish pledge process (system for reminders, reminder letter format, etc)
- Record planned gift commitments and distributions

3. KZCF will provide the following Bi-Weekly (once every two weeks) Gift Processing services on behalf of the FFE at an Estimated Cost of to be billed at \$50-\$150 per hour dependent on the level of staff providing the services, and in any case not to exceed \$5000 per calendar quarter without prior written approval of FFE which assumes fewer than 100 gifts per year:

- Retrieve cash gifts from PO Box, log into cash receipt journal, stamp for deposit, checks scanned, checks deposited in FFE account
- Retrieve online portal gift information
- Sell stock gifts and transfer net proceeds to FFE bank account
- Enter all gifts in the KZCF electronic donor tracking software system, review entries, print and mail tax receipts
- Report including check log, scanned checks is available for FFE audit

4. KZCF will provide the following pledge processing services whose Estimated Cost is included in the bi-weekly gift processing expense

- Send quarterly pledge reminders
- Process pledge payments as part of biweekly gift process
- Write off uncollectible pledges as directed by FFE
- Provide FFE with report for outstanding pledges at year end

5. KZCF will provide the following Donor Stewardship services at the Estimated Cost of \$100 per hour, billed on a quarter hour basis:

- Make recommendations for donor stewardship based on gift levels (e.g. when FFE will add a personal note of thanks to gift receipts, phone call of thanks, donor events, etc.)
- Make recommendations for donor stewardship for planned gift commitments
- Design donor pledge program

C. Strategic Consultation

- a. Consultation between senior staff of KZCF regarding fundamental philanthropic structures, legal and ethical challenges, etc. with designated City of Kalamazoo staff and/or FFE Board of Directors
- b. Assessing and strategizing the proper, ethical and best stewardship approach to accepting major gifts.
- c. Consult with designated City of Kalamazoo staff to determine the procedure for accepting illiquid gifts, which may include granting authorization to KZCF to convert such into cash.
- d. Consult with FFE Board of Directors to develop a policy for vetting potentially restricted gifts and with designated City of Kalamazoo staff to adopt procedures.
- e. The Estimated cost for these services will be billed at a rate of \$100-150 per hour (dependent on staff person(s) delivering the service)
- f. Best practices regarding donor stewardship and following donor intent will be shared with FFE staff and City of Kalamazoo designated staff.

D. Additional services that may be provided by KZCF subject to further negotiation and written agreement between the parties:

- a. Responding to concerns in the community with an engagement approach, convening focus groups, and garnering input from diverse stakeholders.
- b. Consulting with FFE staff regarding grant or program funding options (external to city programs), including sharing an assessment tool, facilitating conversations to vet, prioritize and confirm funding recommendations.

E. Quarterly Progress Meetings

- a. Representatives from both KZCF and designated City of Kalamazoo staff will meet quarterly for a formal progress check and evaluation to assess the effectiveness and efficiency of the ongoing partnership outlined in this contract
- b. This meeting can be forgone if both parties agree the meeting is not necessary.

Article III. Additional Material Terms of the Agreement

A. Non-Discrimination: Neither party shall discriminate against an employee, or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, veteran status or non-job related disability.

B. Assignment: KZCF may not assign this Agreement, or any portion of this Agreement, without prior written approval of the FFE Board of Directors.

C. Term: This Agreement is for a period of three years. Either party may cancel this Agreement with a 30-day written notice.

D. Invoice and Payment Schedule

1. Invoices will be submitted monthly from the Kalamazoo Community Foundation. Hours will be tracked to the quarter hour. Costs in excess of the estimate will be pre-authorized by the designated City of Kalamazoo staff.

2. Disburse Funds To:

Kalamazoo Community Foundation
402 E. Michigan Ave.
Kalamazoo, MI 49007
38-3333202

3. In the event that the Kalamazoo Community Foundation must accommodate special needs presented by community members, any additional costs associated will be billed in addition to the contract. In that event that the Kalamazoo Community Foundation must accommodate special needs presented by community members, any additional costs associated will be billed in addition to the Estimated Costs set forth in this Agreement.

E. Default: In the event either party materially defaults under this Agreement, then the non-defaulting party may send written notice of the default to the defaulting party. The defaulting party shall have thirty (30) days to cure the alleged default. In the event the defaulting party does not cure the default within thirty (30) days, then the non-defaulting party shall have the right to terminate this Agreement.

F. Notices: Any notice specified in this Agreement shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing.

G. Entire Agreement: This Agreement (along with the exhibit) sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.

H. Severability: If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

I. Headings: The headings contained in this Agreement are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this Agreement.

J. Governing Law: This Agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.

K. Waiver: A party's failure to exercise a right or remedy shall not operate as a waiver of any its rights or its obligations under this Agreement and shall not constitute a waiver of its right to declare an immediate or a subsequent default.

KALAMAZOO COMMUNITY FOUNDATION



Carrie Pickett-Erway, President/CEO

KALAMAZOO FOUNDATION FOR EXCELLENCE

Bobby J. Hopewell, Board President

CITY OF KALAMAZOO

James K. Ritsema, City Manager



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: Jerome R Kisscorni, Assistant City Manager

DATE: 10/24/2018

SUBJECT: Resolution to schedule a Public Hearing for Schupan & Sons, LLC. Industrial Facilities Exemption Certificate (IFEC) Application.

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to set a public hearing on November 19, 2018, to consider a request from Schupan & Sons, LLC. for a PA 198 Industrial Facilities Tax Exemption Certificate (IFEC) for six years for real property valued at \$4,035,461.

BACKGROUND

Schupan & Sons has been in business since 1976 under the current ownership of Marc Schupan, CEO, and continues to be based in Kalamazoo. Originally operating as an industrial scrap metals company in Kalamazoo, Schupan & Sons has diversified into used beverage container recycling, aluminum and plastics distribution, and manufacturing and electronic scrap recycling. All aluminum and plastics manufacturing and electronic scrap recycling is based in Kalamazoo. In addition, Schupan & Sons has Michigan operations in Grand Rapids and Wixom and facilities in Indiana, Ohio, and Chicago, Illinois. Customers are served throughout the United States, Canada, and overseas.

The Schupan Aluminum and Plastics Sales Division has growing customer demand for its products and must add manufacturing and distribution capacity to continue to service the expanding demand. To meet this need, Schupan & Sons are proposing a 40,000 square foot expansion of their current facility at 4200 Davis Creek Court, with an investment of \$4,035,361.00. The company currently has 236 employees working out of this facility and plans to create 53 new jobs with this expansion over two years.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation. A public hearing would be scheduled for November 19, 2018, on the request to consider Schupan & Sons LLC application for a PA 198 Industrial Facilities Tax Exemption Certificate.

FISCAL IMPACT

The City Assessor's staff has completed a fiscal impact analysis based upon the company's tax exemption certificate application. With the Industrial Facilities Tax Exemption, the total revenue collected will be \$70,409 while \$58,302 is abated. Of those amounts, the City will receive \$12,106 in operating revenue and \$12,107 will be abated. The Tax Abatement Impact Statement is attached to offer more detail on the fiscal impact of the Industrial

Facilities Tax Exemption.

ALTERNATIVES

The City Commission could choose not to approve the resolution to set the public hearing to consider the Schupan & Sons Industrial Facilities Exemption Certificate Application. This option is not recommended.

ATTACHMENTS:

	Type	Description
▣	Resolution	IFTEC Public Hearing Resolution
▣	Background Material	Fiscal Impact Statement

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION SETTING A TIME TO CONSIDER AN APPLICATION FOR
AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE**

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on November 19, 2018 at or after 7:00 p.m., local time, at City Hall.

PRESENT:

ABSENT:

- A. Public Act 198 of 1974 (1974 PA 198) provides for an industrial facilities tax exemption certificate for construction of a new facility or acquisition of new machinery and equipment.
- B. Under 1974 PA 198, MCLA Sec. 207.551, et seq., the City Commission has established (and amended the legal description for) Kalamazoo Industrial Development District No. 95.
- C. Schupan & Sons, Inc. has applied for an Industrial Facilities Exemption Certificate under the provisions of 1974 PA 198, Sec. 5(1),
- D. 1974 PA 198, Sec. 5(2) provides that before acting upon an application for an Industrial Facilities Exemption Certificate, the City Commission shall afford the Applicant, the Assessor, and a representative of the affected taxing units an opportunity for a hearing.

THEREFORE, IT IS RESOLVED:

1. The application of Schupan & Sons, Inc. for an Industrial Facilities Tax Exemption Certificate shall remain on file in the Office of the City Clerk.

2. The City Commission shall meet at the Kalamazoo City Hall on November 19, 2018, and shall hold a public hearing at or after 7:00 p.m., local time, to provide to the City Assessor and a representative of each of the taxing units an opportunity to appear and testify about the requested application for the Industrial Facilities Tax Exemption Certificate regarding the proposed expenditures within Kalamazoo Industrial Development District No. 95.

3. The City Clerk shall immediately inform, in writing, the City Assessor, and the legislative body of each taxing unit which levies ad valorem property taxes in the City of

Kalamazoo on the property located within Kalamazoo Industrial Development District No. 95 as follows:

- (a) That the City of Kalamazoo has established Kalamazoo Industrial Development District No. 95, and has now received and will consider an application for an Industrial Facilities Exemption Certificate for building additions and improvements within that district.
- (b) That the City Commission shall meet on November 19, 2018, in City Hall at 7:00 p.m. local time, to afford the City Assessor and a representative of each of the taxing units an opportunity to appear and testify about the requested application for the Industrial Facilities Tax Exemption Certificate.
- (c) That Schupan & Sons, Inc. has requested for the building additions and improvements in Kalamazoo Industrial Development District No. 95, the Industrial Facilities Tax Exemption Certificate for the estimated expenditures of approximately \$ 4,035,461.

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

YES:

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 November 19, 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

TO: Kalamazoo City Commission
 FROM: Aaron Powers, Assessor
 DATE: October 24, 2018
 SUBJECT: Schupan & Sons, Inc.
 SCHOOL: Comstock Public Schools

TAX ABATEMENT IMPACT STATEMENT

			OPERATING REVENUE - CITY			REVENUE - ALL OTHER			TOTAL REVENUE			
OWNER	PROP TYPE	CERT TYPE	NEW IFT REVENUE	ABATED REVENUE	REVENUE IF NO IFT	NEW IFT REVENUE	ABATED REVENUE	REVENUE IF NO IFT	NEW IFT REVENUE	TOTAL ABATED REVENUE	TOTAL TAXABLE VALUE	TOTAL EFFECTIVE VALUE
Schupan & Sons	R	N	\$12,106	\$12,107	\$24,213	\$58,303	\$46,195	\$104,498	\$70,409	\$58,302	2,017,731	1,008,865

	TOTAL TAXABLE	IFT ROLL	% OF TOTAL		
BEGINNING 2018 ROLL	\$1,526,454,237	\$22,410,089	1.5%		
IFT'S IN PROCESS	\$15,457,731	\$15,457,731	100.0%	Anticipated gain to city budget from initial request	\$ 12,106
TOTAL	\$1,541,911,968	\$37,867,820	2.5%		
				estimated company savings over initial period	\$ 349,812
				estimated city revenue gained over initial period	\$ 72,636
				estimated city revenue losted over initial period	\$ 72,642



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 of Community Planning and Economic Development

PREPARED BY: Sharon Ferraro, Historic Preservation Coordinator

DATE: 10/24/2018

SUBJECT: Acceptance of Grant from State Historic Preservation Office to Sponsor a Regional Workshop for Historic District Commissioners

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to accept a grant from the Michigan State Historic Preservation Office (SHPO) Certified Local Governments (CLG) Grant Program in the amount of \$11,150 to be used to plan and implement a historic district commission training workshop for local and regional historic district commissions.

BACKGROUND

The State Historic Preservation Office (SHPO) annually makes matching grants to eligible communities who are qualified as Certified Local Governments for preservation planning and education projects from the Federal Historic Preservation Fund. The city has accepted five grants from this fund since 2001.

SHPO has asked the city to accept this grant to facilitate the presentation of a historic district commission training workshop to utilize funds, originally approved for the restoration of the Fountain of the Pioneers, returned to the Certified Local Government Grant program by the City of Kalamazoo.

The workshops will be planned by the historic preservation coordinator. Instructors and trainers will come from the National Alliance of Preservation Commissions (NAPC) and their Commission Assistance Mentoring Program (CAMP).

SHPO is hoping that the training will attract commissioners from all over Michigan – up to 50 people.

The preservation coordinator will plan the one day training including choosing a venue, arranging lunch, and handling registration and miscellaneous issues. The City will pay all up-front costs and the CLG grant will reimburse the City.

COMMUNITY RESOURCES CONSULTED

The Kalamazoo Historic Preservation Commission and the Historic District Commission strongly support this

grant and the commissioner training workshop.

FISCAL IMPACT

Normally, a local fund match is required, but for this project, the SHPO will waive the required match for federal CLG funds . The City will be expected to contribute the staff time of the preservation coordinator working as a local liaison. Because of the nature of grants from the Federal government and the State Historic Preservation Office, the City will pay the expenses and at the completion of the workshop, after a final report is submitted with evidence of that payment, the SHPO will reimburse the City.

ALTERNATIVES

The City Commission may opt to not accept the Historic District Commission training Grant. This option is not recommended.

ATTACHMENTS:

Type	Description
▣ Resolution	SHPO Grant Resolution
▣ Correspondence	Letter of Understanding with SHPO

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION TO APPLY FOR AND ACCEPT A GRANT FOR PRESERVATION
TRAINING**

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

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the City of Kalamazoo is a Certified Local Government (CLG) eligible to apply for Michigan Historic Preservation Fund grant dollars to support the city's historic preservation program; and

WHEREAS, the City of Kalamazoo supports promoting historic preservation through partnerships and training; and

WHEREAS, the Michigan State Housing Development Authority, State Historic Preservation Office (SHPO) have proposed that the city of Kalamazoo apply for a CLG grant to administer a contract with the National Alliance of Preservation Commissions (NAPC), a historic preservation training agency, to provide high-quality, engaging and informative training to preservation related boards and commissions of all types through presentations, hands-on exercises, group discussions and networking; and

WHEREAS, the city of Kalamazoo shall be the sole recipient, administrator, logistics organizer, and fiscal agent of the grant, including contracting and paying vendors, and receiving reimbursement from SHPO. Contact City Manager Jim Ritsema; and

WHEREAS, the NAPC training and related expenses, including in kind staff time and logistics are estimated to cost \$11,150. The city will provide funds through in kind staff time and general fund dollars.

WHEREAS, the city acknowledges that the CLG grant is an expense reimbursement program and authorizes expenditures in the amount of \$11,150 for the grant project with the knowledge that eligible expenditures up to the approved grant amount will be reimbursed to the

city upon SHPO acceptance of the final completion report, and SHPO audit and acceptance of financial documentation for eligible costs.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Historic Preservation Coordinator, Sharon Ferraro, is authorized to file an application for a grant from the SHPO CLG Grant Program in the amount of \$11,150 to be used to contract with NAPC, a historic preservation training agency, to provide high-quality, engaging and informative training to preservation related boards and commissions of all types through presentations, hands-on exercises, group discussions and networking. The City Manager Jim Ritsema or designated city staff shall be authorized to sign the grant contract, any necessary amendments to the grant contract, other contract related document, and the required covenant/easement.

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



**Community Planning and Development
Historic Preservation Coordinator**

415 E. Stockbridge
Kalamazoo, MI 49001
Telephone: (269) 337-8804
FAX (269) 337-8513

ferraros@kalamazoocity.org

Laura Rose Ashlee, Outreach Coordinator,
Joelle Lettes, Grants Manager/Budget Analyst
State Historic Preservation Office
Michigan State Housing Development Authority
735 E. Michigan Ave., P O Box 30044
Lansing, MI 48909

August 6, 2018

Laura and Joelle,

The City of Kalamazoo will apply for FY 2017 Certified Local Government (CLG) grant to host a National Alliance of Preservation Commissions (NAPC), Commission Assistance and Mentoring Program (CAMP) training in either March or early April 2019. The city will apply for, organize and pay the NAPC training through a CLG grant agreement. For organizing this training the city would be reimbursed with CLG grant funds for all eligible project expenses. The grant agreement will formalize each party's roles, responsibilities, and the project budget. A preliminary list of responsibilities is provided below:

City of Kalamazoo will:

- Contract directly with NAPC to hold one CAMP training
- Pay all costs associated with the training (i.e. eligible staff time, training, venue, and meal cost) and request CLG grant reimbursement from SHPO following the completion of the project
- Promote training to HDCs and assist SHPO in promoting to other CLG communities
- Manage the participant registration
- Contract with an appropriate venue (preferably city owned)
- Manage meal counts, special requests and contract with a caterer
- Assist SHPO in determining the NAPC training schedule, training topics, etc.
- Assist SHPO in setting up meeting/training space, participant check-in, handouts, etc.

SHPO will:

- Execute a CLG grant agreement with the city
- SHPO will reimburse the city following the training for all eligible expenses associated with the project as outlined in the grant agreement
- Determine the NAPC training schedule, training topics, etc. in consultation with the city

History is lived in the main by the unknown and forgotten. Then occasionally voices ring out of the darkness – voices that historians never expected to hear, whose existence they had almost forgotten. Historian - Arthur Schlesinger Jr.

- Assist the city in setting up meeting/training space, participant check-in, handouts, etc.

Let me know what happens next. Thank you for this opportunity!

Thank you

A handwritten signature in cursive script, reading "Sharon Ferraro". The ink is dark and the signature is fluid, with a large initial 'S'.

Sharon Ferraro
Historic Preservation Coordinator

Cc: Christina Anderson, City Planner

History is lived in the main by the unknown and forgotten. Then occasionally voices ring out of the darkness – voices that historians never expected to hear, whose existence they had almost forgotten. Historian - Arthur Schlesinger Jr.



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Carrie M. Funk, Legal Secretary

DATE: 10/29/2018

SUBJECT: Public Hearings on DEGA TIF Plan & Development Plan

RECOMMENDATION

It is recommended that the City Commission adopt a resolution setting November 19, 2018 at 6:00 pm as an opportunity for taxing authorities levying taxes subject to capture to meet with the City Commission and provide comment and recommendations on the Downtown Economic Growth Authority (DEGA) tax increment finance (TIF) plan, and that the City Commission set a public hearing for December 3, 2018 to permit both taxing authorities, taxpayers within the DEGA qualified development area, and the public to speak and provide written comments on the TIF and Development Plans.

BACKGROUND

Pursuant to Public Act 280 of 2005, a corridor improvement authority following the creation of a TIF Plan and a Development Plan must submit them to the governing body which created the authority, which in turn must provide an opportunity for comment by the taxing authorities levying taxes subject to capture, to the taxpayers of record located within the qualified development area, and the general public.

The DEGA has submitted a TIF Plan and Development Plan to the City. Public Act 280 requires that the City Commission provide a reasonable opportunity for other taxing authorities to meet with the City Commission and that a noticed public hearing occur at which comments are to be received by taxing authorities, taxpayers within the qualified development area of the DEGA and the general public.

COMMUNITY RESOURCES CONSULTED

None.

FISCAL IMPACT

There is no budgetary impact to holding the required public hearings.

ALTERNATIVES

None.

ATTACHMENTS:

	Type	Description
▢	Resolution	Public Hearing Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION SETTING A TIME FOR A PUBLIC HEARING
ON A REQUEST BY THE LOCAL DEVELOPMENT FINANCE AUTHORITY
TO APPROVE THE TAX INCREMENT FINANCING PLAN AND A
DEVELOPMENT PLAN FOR THE ELIGIBLE DISTRICT**

Minutes of a regular meeting of the City Commission of the City held on November 5, 2018,
at 7:00 o'clock p.m., local time, at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, Public Act 280 of 2005 (“the Act”), as amended, provides for the creation of a Corridor Improvement Authority and prescribes the powers and the duties of same; and

WHEREAS, the City Commission has approved the creation of the Kalamazoo Downtown Economic Growth Authority (DEGA) pursuant to the Act; and

WHEREAS, the Board of Directors of the DEGA has prepared a Tax Increment Financing (TIF) Plan and a Development Plan under Sections 18 and 21 of the Act; and

WHEREAS, Sections 18 and 22 of the Act requires that the City Commission hold a public hearing and that the taxing jurisdictions levying taxes subject to capture have a reasonable opportunity to express their views and recommendations regarding the TIF Plan and that interested persons have an opportunity to be heard and to provide opinions, communications or documentary evidence pertinent to the TIF Plan and Development Plan.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The proposed TIF Plan and Development Plan submitted by the DEGA shall remain on file in the Office of the City Clerk.

2. The City Commission shall meet at City Hall in November 19, 2018 and shall provide an opportunity for the taxing jurisdictions levying taxes subject to capture under the TIF Plan at or after 6:00 p.m. local time, to provide recommendations, opinions, written communications or documentary evidence to the City Commission pertinent to the Downtown Economic Growth Authority TIF Plan and Development Plan.

3. The City Commission shall meet at City Hall in December 3, 2018 and shall hold a public hearing at or after 7:00 p.m. local time, to hear and consider recommendations, opinions, written communications or documentary evidence from taxing jurisdictions and interested persons pertinent to the Downtown Economic Growth Authority TIF Plan and Development Plan.

4. The City Clerk shall give notice of this public hearing by publication in the Kalamazoo Gazette, twice, the first of which shall not be less than 20 days before the December 3, 2018 date for the public hearing.

5. Notice of the December 3, 2018 public hearing shall be posted in at least 20 conspicuous and public places in the DEGA qualified development area not less than 20 days before the public hearing and not less than 20 days before the public hearing notice of the public hearing shall be mailed to all property taxpayers of record in the qualified development area and by certified mail to the governing body of each taxing jurisdiction levying taxes that would be subject capture if the TIF Plan is approved.

6. The Notice of Hearing shall be in substantially the following form:

THE CITY OF KALAMAZOO, MICHIGAN

NOTICE OF HEARING TO CONSIDER THE REQUEST BY THE DOWNTOWN ECONOMIC GROWTH AUTHORITY TO APPROVE THE TAX INCREMENT FINANCING (TIF) PLAN AND APPROVE THE DEVELOPMENT PLAN TO ACHIEVE THE PURPOSES OF THE ACT

PLEASE TAKE NOTICE that the Downtown Economic Growth Authority (DEGA) has requested the City Commission to approve the TIF Plan and Development Plan, as authorized by 2005 PA 280, as amended, for the qualified development area which is more fully described as follows:

See EXHIBIT A attached.

PLEASE TAKE FURTHER NOTICE that the City Commission will meet at the City Hall in the City of Kalamazoo on December 3, 2018 at or after 7:00 p.m. local time for the purpose of hearing and receiving from the taxing jurisdictions levying taxes subject to capture under the TIF Plan and interested persons their recommendations, opinions, written communications or other documentary evidence pertinent to the TIF Plan and Development Plan.

PLEASE TAKE FURTHER NOTICE that the proposed TIF Plan and Development Plan, including attached appendixes, charts, maps or plats depicting the location of the DEGA qualified development area, are available for public inspection during normal business hours at the Office of the City Clerk and that all aspects of these plans will be open for discussion at the public hearing.

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 November 5, 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

EXHIBIT A

Commencing at the intersection of the westerly right-of-way line of South Westnedge Street with the southerly right-of-way line of West Cedar St.; thence EAST along the southerly right-of-way line of West Cedar Street to its intersection with the westerly right of way line of South Rose Street; thence SOUTH along the westerly right-of-way line of South Rose Street to the southerly right-of-way line of Walnut Street; thence EAST along the southerly right-of-way line of Walnut Street to the westerly right-of-way line of Burdick Street; thence SOUTH to the southerly right-of-way line of Dutton Street; thence EAST to the easterly right-of-way line of John Street; thence NORTH to the southerly right-of-way line of E. Walnut Street; thence EAST along the southerly right-of-way line of E. Walnut Street to its intersection with the westerly right-of-way line of Portage Street; thence SOUTH along the westerly right-of-way line of Portage Street to its intersection with the southerly right-of-way line of East Dutton/Second Street; thence EAST along the southerly right-of-way line of Second Street to its intersection with the westerly right-of-way line of Pitcher Street; thence NORTH along the westerly right-of-way line of Pitcher Street to its intersection with the southerly right-of-way line of East Lovell Street; thence WEST along the southerly right-of-way line of East Lovell Street to its intersection with the easterly right-of-way line of Portage Street ; thence NORTH along the easterly right-of-way line of Portage Street to its intersection with the southerly right-of-way line of South Street; thence EAST along the southerly right-of-way line of South Street to its intersection with the westerly right-of-way line of Pitcher Street; thence EAST along a line being the extension of the southerly right-of-way line of South Street to the westerly right-of-way line of the Grand Elk railroad (formerly the westerly right-of-way line of the Grand Rapids and Indiana Railroad); thence SOUTH along the westerly right-of-way line of the Grand Elk Railroad to its intersection with the centerline of Portage Creek; thence running NORTHEASTERLY downstream along the centerline of Portage Creek to its intersection with southern property line of the parcel known as 140 Parkway Drive; then EAST to the eastern property line of said parcel; thence NORTH along the eastern property line of said parcel to its intersection with the southern property line of the parcel known as 646 East Michigan Avenue; thence EAST along the extension of the southern property line of 646 East Michigan Avenue to the midpoint of Parkway Drive; thence NORTH along the extension of the midpoint of Parkway Drive to its intersection with the southerly right-of-way line of East Michigan Avenue, (being Michigan Trunkline M-43); thence EAST along the southerly right-of-way to its intersection with the centerline of the Kalamazoo River; thence running upstream and EASTERLY along the centerline of the Kalamazoo River to its intersection with the extended western property line of the parcel known as 151 Mills Street; thence NORTHERLY along said western property line of 151 Mills St to the southerly boundary of the Norfolk Southern Railway right-of-way; thence WESTERLY along the southerly boundary of the Norfolk Southern Railway right-of-way to its intersection with the westerly right-of-way line of the North Westnedge Avenue; thence SOUTHWESTERLY along the southerly boundary of the Norfolk South Railway right-of-way (becoming the Amtrak right-of-way) to its intersection with the extended northerly right-of-way line of Oliver Street; thence SOUTHEASTERLY along the extension of the northerly right-of-way line of Oliver Street to the southerly right-of-way line of Business Loop 94, known as Stadium Drive; thence NORTHEASTERLY along the southerly right-of-way line of Business Loop 94 (Stadium Drive) to its intersection with the southerly right-of-way line of West South Street; thence EAST along the southerly right-of-way line of West South Street to its intersection with the westerly right-of-way line of South Westnedge Street; thence SOUTH along the westerly right-of-way line of South Westnedge Street to the southerly right-of-way of West Cedar Street and the point of beginning



Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 10/31/2018

SUBJECT: Resolution of Non-Profit Status for Charitable Gaming License

RECOMMENDATION

It is recommended that the City Commission adopt a RESOLUTION recognizing Drive for Life Foundation as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

BACKGROUND

The Drive for Life Foundation was formed in December 2017 for the purpose of raising funds to support local charitable organizations. The American Cancer Society of Kalamazoo, MRC Industries, and Make-A-Wish Foundation of Kalamazoo represent a few of the predominant organizations that receive funding along with many other local charitable organizations.

As part of the Drive for Life's fund raising activities, an annual event is held whereby raffle tickets are sold which provide entrance to an annual gala and the chance to win a cash prize or a new car. The proceeds from the raffle are used to support the local organizations described above.

It is important to note the Drive for Life raffle has actually been hosted in Kalamazoo for over 30 years, but it was previously operated by the American Cancer Society. However, the American Cancer Society moved control of the raffle to the Detroit area a few years ago, which resulted in the need for the creation of a local foundation so that all of the funds can go to local organizations.

In order to hold the raffle event, Drive for Life Foundation must obtain a charitable gaming license through the Michigan Lottery Bureau. As part of the licensing process, the State requires the local unit of government to establish and verify the applicant's non-profit status through the adoption of a Local Governing Body Resolution for Charitable Gaming Licenses. The City Clerk has received a copy of a letter from the Internal Revenue Service confirming the organization's tax exempt status and has verified with the Michigan Department of Licensing and Regulatory Affairs (LARA) that Drive for Life is registered as a domestic non-profit corporation.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact to the City.

ALTERNATIVES

The City Commission could deny the request. However, Drive for Life Foundation has submitted sufficient documentation to demonstrate its non-profit status.

ATTACHMENTS:

Type	Description
▣	Resolution Local Governing Body Resolution



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

RESOLUTION 18-

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

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

called to order by Mayor Hopewell on 11/5/2018
DATE

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

Moved by _____ and supported by _____

that the request from Drive for Life Foundation of Kalamazoo,
NAME OF ORGANIZATION CITY

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

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

gaming license, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

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

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

meeting held on 11/5/2018.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Scott A. Borling, City Clerk

PRINTED NAME AND TITLE

241 W. South Street, Kalamazoo, MI 49007

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Laura J. Echtenaw, Legal Secretary

DATE: 10/15/2018

SUBJECT: Service Agreement – BG West, LLC.

RECOMMENDATION

It is recommended that the City Commission approve the Service Agreement with BG West, LLC, and authorize the City Manager to sign.

BACKGROUND

BG West, LLC (Developer) signed a Redevelopment and Purchase Agreement ("Purchase Agreement") effective May 17, 2018 with the City of Brownfield Redevelopment Authority ("BRA") for a 4.84 acre parcel of property divided from the former Performance Paper site that BRA owns ("Property"). Developer plans to redevelop the Property by investing approximately \$16 million in constructing an approximate 70,000 square foot building for the State of Michigan Department of Health and Human Services ("Project"). Since Developer will be leasing the property to the State of Michigan, Developer will not pay any real or personal property taxes after it purchases the Property that the BRA can capture to reimburse itself and the City for the eligible costs incurred regarding the Property as the Property will be tax exempt pursuant to MCL 211.27(a)(6)(g); MCL 211.71; MCL 211.7o(4); and MCL 211.7m and other provisions of the Michigan General Property Tax Act.

The City, through its Public Safety Department and other agencies, provides public safety services, fire protection, emergency services, and other public services to property owners within the boundaries of the City (collectively City Services) - supported in large part by property tax revenues. Developer desires that the City provide the City Services to the project despite the Property will be exempt from real and personal property taxes.

Consequently, in consideration of the commitments under the purchase agreement with BRA and the terms of the attached Service Agreement, Developer will, beginning January 1 following the date upon which a certificate of occupancy is first issued for the project, pay \$20,000 annually to the City for 20 years.

COMMUNITY RESOURCES CONSULTED

Representatives from various State departments were actively involved in the discussions and negotiations regarding the purchase of the Property and this Service Agreement. The final approval for the lease was approved by the Joint Capital Outlay Subcommittee of the State Legislature.

FISCAL IMPACT

BRA will sell the Property for \$280,000. The City's general fund will receive over the 20-year term of the Service Agreement \$400,000.

ALTERNATIVES

No other alternatives are recommended.

ATTACHMENTS:

Type	Description
▣	Agreement BG West, LLC

SERVICE AGREEMENT

This Service Agreement (“Agreement”), dated _____, 2018 (“Effective Date”), is between BG West, LLC, a Michigan Limited Liability Company, whose address is 124 W. Allegan, 21st Floor, Lansing, Michigan 48933 (“BG”), and the CITY OF KALAMAZOO, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 (“City”)

RECITALS:

- A. BG signed a Redevelopment and Purchase Agreement (“Purchase Agreement”) effective May 17, 2018 with the City of Brownfield Redevelopment Authority (“BRA”) for a 4.84 acre parcel of property divided from the former Performance Paper site that BRA owns (“Property”). BG plans to redevelop the Property by investing approximately \$16 million in constructing an approximate 70,000 square foot building for the State of Michigan Department of Health and Human Services (“Project”).
- B. As noted in the Purchase Agreement, the City and BRA have worked and continue to work closely with the Michigan Department of Environmental Quality (“MDEQ”) and the U. S. Environmental Protection Agency (“EPA”) to redevelop the Performance Paper site. Those efforts involved the expenditure of several million dollars, with the portion of the funds expended by the City and BRA eligible for reimbursement through tax increment revenues under the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq.
- C. Since BG West will be leasing the property to the State of Michigan, BG will not pay any real or personal property taxes after it purchases the Property that the BRA can capture to reimburse itself and the City for the eligible costs incurred regarding the Property as the Property will be tax exempt pursuant to MCL 211.27(a)(6)(g); MCL 211.71; MCL 211.7o(4); and MCL 211.7m and other provisions of the Michigan General Property Tax Act.
- D. The City, through its Police Department, Fire Department, and other agencies, provides public safety, fire protection, emergency services, and other public services to property owners within the boundaries of the City (collectively or separately “City Services”).
- E. BG desires that the City provide the City Services to the Project despite the Property being exempt from real and personal property taxes.
- F. BG and City desire to set forth their understanding of the obligation of the City to provide the City Services to the Project and the obligation of BG to compensate the City for its cost in providing the City Services to the Project.

AGREEMENT:

Therefore, in consideration of the foregoing and the obligations of the parties under the Purchase Agreement, the City and BG agree upon the following terms and conditions:

1. Recitals. The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.
2. Tax Exempt. The parties agree that the Property will be tax exempt pursuant to MCL 211.27(a)(6)(g); MCL 211.71; MCL 211.7o(4); and MCL 211.7m and other provisions of the Michigan General Property Tax Act
3. Consideration. This Agreement shall commence on the date upon which a certificate of occupancy is first issued for the Project (the “Commencement Date”) and shall expire on the 20th consecutive year following the Commencement Date (the “Expiration Date”). The twenty-year period from the Commencement Date through the Expiration Date shall be referred to as the “Term”. On or before January 1 of each year occurring during the Term, BG will pay the City Twenty Thousand (\$20,000.00) dollars (the “Services Fee”).
4. Late Fee and Interest. If any payment of the Services Fee is not made by January 30th, then the City may assess interest at a rate of 1% per annum on the Services Fee for each month the Services Fee remains unpaid until the Services Fee is fully paid.
5. City Services. Throughout the Term of this Agreement, and regardless of whether the Service Fee is timely paid or not, the City will use all reasonable efforts to provide the City Services to the Project at a service level generally commensurate to that provided to property and property owners in the immediate area of the Project. BG understands that this Agreement to provide City Services to BG does not and shall not be considered to have created in anyway a special relationship between the City and BG that is more than the duty the City owes to the general public in providing similar City Services.
6. Dispute over City Services: If during the Term of this Agreement a dispute arises over the level of City Services provided to the Project, the parties shall cooperate with each other and use all reasonable efforts to promptly resolve the dispute, including the exchange of facts and circumstances leading to the dispute. However, the failure to reach a resolution of the dispute is not sufficient grounds to terminate this Agreement.
7. Exclusive Benefit. The obligations of BG under this Agreement are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.
8. Early Termination: This Agreement shall terminate before the expiration of the Term:
 - a. if the Property, including the improvements made under the Project, loses its tax-exempt status; or
 - b. if any annual payment of the Services Fee is more than 12 months past due and after the City has provided BG with a prior 60-day written notice; in which case the City may, at its sole opinion, accelerate the remaining amount of the Services Fee that are due under this Agreement.

9. Governing Law. This Agreement is governed by Michigan Law, including applicable city ordinances regarding the City's municipal water and wastewater treatment systems that service the Property.
10. Binding Effect/Third Parties. This Agreement is binding on and will inure to the benefit of the parties to this Agreement and their respective successors and lenders. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
11. Waiver. No failure of either party to complain of any act or omission on the part of the other party, regardless how long that failure continued, is considered as a waiver by that party to assert any of its rights under this Agreement. And no waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.
12. Entire Agreement. This Agreement contains all of the representations and statements by BG and the City to one another, and expresses the entire understanding between them regarding this transaction. All prior and contemporaneous communications concerning this transaction are merged in and replaced by this Agreement.
13. Authorization. Each party represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.
14. Effective Date. This Agreement is only effective if approved by the City Commission and BG closes on the purchase of the Property from BRA under the Purchase Agreement.
15. Notices. All notices hereunder shall be provided in writing to the addresses first listed in this Agreement by one of the following methods: (a) personal delivery, in which case delivery shall be deemed to occur the day of delivery; (b) certified or registered mail, postage prepaid, return receipt requested, in which case delivery shall be deemed to occur the day following the date upon which it is sent; or (c) next day delivery by recognized private delivery service, providing proof of mailing and delivery, in which case delivery shall be deemed to occur upon delivery as recorded by the delivery service. Either party may change the address provided for notice for itself or its attorney by providing notice of such change to the other party as required under this paragraph.

SIGNATURES INTENTIONALLY ON NEXT PAGE

Dated: _____, 2018

CITY OF KALAMAZOO

By: _____
James K. Ritsema

Its: City Manager

Dated: _____, 2018

BG West, LLC

By: _____
Ron Boji

Its: Managing Member



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 Thomas, Public Safety Chief

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

DATE: 10/24/2018

SUBJECT: 2018-2020 Public Safety Services Agreement with the Central County Transportation Authority

RECOMMENDATION

It is recommended that the City Commission approve a two (2) year agreement (10/1/2018-9/30/2020) with the Central County Transportation Authority (CCTA) to provide Public Safety services and authorize the City Manager to sign the agreement.

BACKGROUND

For more than a decade, Public Safety has had two (2) Public Safety Officers (PSOs) assigned to the CCTA. The Public Safety Officers' focus is patrolling the grounds of Metro Transit and in particular the Kalamazoo Transportation Center (KTC). With this arrangement, the CCTA pays the cost of the two full-time Public Safety Officers.

The PSOs work out of an office located within the KTC. They provide regular patrolling of the Metro Transit campus and the immediate vicinity which is defined as the area within one block outside the campus. The PSOs play an important role of enforcing City Ordinances, the rules of the KTC, and help to promote a safe environment for the customers of Metro Transit, Amtrak, Greyhound, and Indian Trails. In addition, the PSOs facilitate a direct link with the Kalamazoo Department of Public Safety and other local law enforcement agencies as well as help with incidents that involve Metro Transit vehicles that are away from the KTC. The PSOs also provide value-added services by assisting in drafting safety response plans and routinely provide training to staff for dealing with customers.

POLICY CONSIDERATIONS

None

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Under the proposed agreement, the CCTA will fund the PSO's assigned to the KTC.

ALTERNATIVES

No alternatives are recommended.

ATTACHMENTS:

Type	Description
□	Agreement 2018-2020 Public Safety Services Agreement with the Central County Transportation Authority

Public Safety Services Agreement

This Agreement is between the City of Kalamazoo (City) through its Department of Public Safety (KDPS), 150 E. Crosstown Parkway, Kalamazoo, MI 49001, and the Central County Transportation Authority (herein referenced as “Metro”), 530 N. Rose, Kalamazoo MI 49007.

Recitations:

1. City and Metro have determined that it is in each of their interests to maintain public safety services in, at and around the perimeter of the Kalamazoo Transportation Center (KTC), Metro Administration Building, the KTC metered parking lot on Rose Street across from the KTC, and the Administration Building parking lot on Rose Street, all located in downtown Kalamazoo, which are collectively referred to as the KTC Complex.
2. City is agreeable to assigning two public safety officers to the KTC Complex.
3. Metro is agreeable to paying the costs associated with the assigned officers' salary and benefits.

Therefore City and Metro agree as follows:

1. Personnel

City agrees that:

- Two sworn KDPS Public Safety officers as selected by the Chief of Public Safety will be designated and assigned as the “KTC Officers.”
- The KTC Officer positions shall normally be staffed every day of the year by one of the two dedicated officers from the hours of 10 AM through 10 PM (with the exception of 2 Mondays per month). The hours will be occasionally reviewed by both parties and upon mutual agreement the hours may be adjusted. KTC Officer is expected to be at KTC by 10:30 am and can leave the KTC at 9:30 pm
- Metro Administrators may request KDPS backfill a vacant position with an undesignated KDPS officer when the normally assigned KTC Officer is absent due to illness, vacation, comp time, or training. Metro shall incur no expense when a position is not backfilled.
- KDPS will provide the “two week schedule” to Metro staff. Metro staff will evaluate the “two week schedule” and notify KDPS command staff if vacancy staffing is desired.
- The KTC Officer will be provided a marked KDPS patrol vehicle when working at the KTC.
- The KTC Officers shall at all times remain under the supervision of the Kalamazoo Department of Public Safety and abide by all the Policies and General Orders of KDPS.

- The KTC Officers shall be required to follow any workplace rules governing the KTC; for example, the officers shall adhere to any rules governing smoking or the use of tobacco products while on duty at the KTC Complex.
- KDPS Command and KTC Officers will provide status reports by the 15th day of each month to Metro Executive Director.
 - KDPS will provide Weekly Activity Reports to the Metro Planning and Safety Manager.

CCTA agrees that:

- The KTC Officers will be permitted to take his or her designated breaks (1 – 40 minute lunch and 2 – 20 minute breaks) off the KTC property.
- It will provide reserved parking for the patrol vehicle used by the KTC Officer.

2. Activities

The KTC Officers are to provide Public Safety Services to Metro through prevention, education, and problem-solving via community based relationships. Activities which may be engaged in by the KTC officers include, but are not limited to the following:

- Provide law enforcement services for the KTC and KTC Complex. Law enforcement services may also include an immediate one-block radius of the KTC Complex as well as on buses.
- Investigate criminal activity; enforce state statutes, and city ordinances, including prohibited smoking, loitering, panhandling and other nuisance issues.
- Monitor crime statistics and share information with Metro administration to design crime prevention strategies.
- Assist Metro administrators and KTC staff with emergency crisis planning and building security issues.
 - Coordinate with the Metro Training and Safety Manager an annual emergency action drill as part of Metro's Safety Management System.
- KTC Officers will provide highly visible presence through regular rounds in and around the KTC Complex. Metro buses arrive and leave the KTC at :15 and :45 after each hour
- Maintain visibility in those areas of the KTC Complex as determined by Metro administrators.
- Have exceptional communication skills with KTC staff, administration, passengers, customers and lessees. Including:
 - Providing timely notification of any scheduling changes that will impact staffing at the KCT; and,
 - Notifying Metro Deputy Director of Operations of any significant incidents or crimes.

- KTC Officers may take any law enforcement actions they deem necessary during the normal course of their duties up to and including making arrests, issuing citations, submitting cases, etc.

3. Payment

KDPS will bill the amount of actual costs of the KTC Officers to Metro; which will include:

- Actual wages and benefits of each officer, as determined by the then existing KPSOA collective bargaining agreement.
- Holiday Pay and Holiday Leave Pay of each officer will be determined by the KPSOA collective bargaining agreement for the following holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.
- If a KTC Officer is off for an extended period of time for an on the job injury that was a result of his/her work at the KTC, the KTC shall pay for the difference between the Officers regular wages and workers compensation.
- Overtime pay of a KTC Officer as determined by the KPSOA collective bargaining agreement when the officer is:
 - Required for court appearances from cases stemming from his or her position as a KTC Officer; and
 - When backfill is necessary due to illness, vacation, comp time, or training of more than four hours by the assigned KTC Officer.
- Performance pay of \$750 annually for each assigned officer per the attached KTC Officer MOU between the City of Kalamazoo and the Kalamazoo Public Safety Officers Association (KPSOA)
- KDPS will bill Metro for actual costs on a quarterly basis, based on the KDPS payroll period and billing cycles.

4. Effective Date, Term of Agreement and Conditions

- The services contemplated under this Agreement shall be provided for a term of two years to commence on October 1, 2018, and end on September 30, 2020.
- This Agreement may be terminated before the end of its term by written agreement of the parties or by 30 days written notice by one party to the other to the attention of the representative listed herein. Notice is effective upon receipt.
- This Agreement may only be amended in writing by the mutual agreement of the parties.

- None of the provisions of this Agreement shall be construed against a party solely by the virtue of the fact that any such provision was drafted by legal counsel representing such party.
- This Agreement is in furtherance of a governmental function and the parties recognize that neither the City nor Metro is engaging in a proprietary function and each shall retain for itself and its officers and employees all defenses permitted at law, including but not limited to that of governmental immunity.
- The City shall be solely liable for the acts and omissions of the KTC Officers assigned to provide the services contemplated by this Agreement.

The KTC Officers shall at all times be employees of the City, not employees of Metro. The City shall be solely responsible for any claims, judgments and losses (including reasonable attorney fees) arising from actions by any KTC Officer in the performance of Agreement.

5. Communications and details concerning this Agreement shall be directed to the following Agreement representatives or their successors:

KDPS

Ryan Tibbets
Assistant Chief
Kalamazoo Department of Public Safety
150 E. Crosstown Parkway, Ste. A
Kalamazoo, MI 49001
269-337-8123

CCTA

Sean McBride
Executive Director
530 N. Rose St.
Kalamazoo, MI 49007
269-337-8088
mcbrides@kmetro.com

City of Kalamazoo

James K. Ritsema
City Manager

Date

Central County Transportation Authority

Sean McBride
Executive Director

Date



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: 10/8/2018

SUBJECT: 2018 Justice Assistance Grant Award Acceptance

RECOMMENDATION

It is recommended that the City Commission accepts the 2018 Justice Assistance Grant (JAG) award in the amount of \$92,200 from the U.S. Department of Justice and authorizes the City Manager to sign the Grant Award and Special Conditions Documents.

BACKGROUND

Public Safety and the Kalamazoo County Sheriff's Department submitted a joint 2018 JAG application to purchase equipment to support local law enforcement. Public Safety will serve as the fiduciary of this award. Kalamazoo Public Safety will use the grant funds to jointly purchase a gas chromatograph mass spectrometer and interview room recording equipment.

The grant award will be split by the two law enforcement agencies in the following manner: Kalamazoo Public Safety will utilize \$71,884 and the Kalamazoo County Sheriff's Department will utilize \$20,316 of the grant funds.

POLICY CONSIDERATIONS

None.

COMMUNITY RESOURCES CONSULTED

None.

FISCAL IMPACT

The 2018 JAG award does not require a local match, however, the award decreases funding that would otherwise be requested from the General Fund.

ALTERNATIVES

No alternatives are recommended.

ATTACHMENTS:

Type	Description
	Agreement 2018 JAG Award Document



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Mr. James K. Ritsema
City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007-4796

Dear Mr. Ritsema:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$92,200 for City of Kalamazoo.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Lesley Walker, Program Manager at (202) 307-0863; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

Mr. James K. Ritsema
City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007-4796

Dear Mr. Ritsema:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

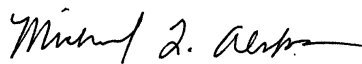
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 22

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007-4796

4. AWARD NUMBER: 2018-DJ-BX-0806

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021
BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021

6. AWARD DATE 10/01/2018

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

386004627

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

079283214

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

FY 18 JAG Local

10. AMOUNT OF THIS AWARD

\$ 92,200

11. TOTAL AWARD

\$ 92,200

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

James K. Ritsema
City Manager

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		92200

21. TDJUGT1106



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2018-DJ-BX-0806

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2018-DJ-BX-0806

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2018-DJ-BX-0806

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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Office of Justice Programs
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PROJECT NUMBER 2018-DJ-BX-0806

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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Office of Justice Programs
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PROJECT NUMBER 2018-DJ-BX-0806

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2018-DJ-BX-0806

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).

61. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

63. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

64. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

65. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Kalamazoo

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2018-DJ-BX-0806		PAGE 1 OF 1	
This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)				
1. STAFF CONTACT (Name & telephone number) Lesley Walker (202) 307-0863		2. PROJECT DIRECTOR (Name, address & telephone number) Ryan Tibbets Assistant Chief 241 W. South Street Kalamazoo, MI 49007-4796 (269) 337-8243		
3a. TITLE OF THE PROGRAM BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT FY 18 JAG Local				
5. NAME & ADDRESS OF GRANTEE City of Kalamazoo 241 West South Street Kalamazoo, MI 49007-4796		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2017 TO: 09/30/2021		8. BUDGET PERIOD FROM: 10/01/2017 TO: 09/30/2021		
9. AMOUNT OF AWARD \$ 92,200		10. DATE OF AWARD 10/01/2018		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/Jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any				

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



Commission Agenda Report

City of Kalamazoo

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

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

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

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

DATE: 10/16/2018

SUBJECT: Circle K Utility Easements

RECOMMENDATION

It is recommended that the City Commission approve and accept the easement with Circle K for water main installed as part of the Circle K Construction Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND

Construction of new water main is planned for the Circle K Construction Project. As all public water mains and sanitary sewer are required to be in a dedicated easement or public right of way, Circle K in collaboration with the City of Kalamazoo Attorney has drafted this agreement for approval.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$100 for consideration for the grant of the easement as this project was solely contribution in aid.

ALTERNATIVES

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

ATTACHMENTS:

Type	Description
☐	Easement Easement

▣ Easement Easement

**PUBLIC UTILITY EASEMENT
(Water Main)**

THIS AGREEMENT dated _____, 2018 between Mac's Convenience Stores LLC, a Delaware limited liability company, whose address is c/o Circle K, Great Lakes Division, 935 E. Tallmadge Avenue, Akron, Ohio 44310 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at 4921 South Sprinkle Road in the Township of Comstock and County of Kalamazoo, which is more specifically described as "Parcel 1" on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with the construction, operation, maintenance, repair, replacement, reinstallation and inspection of a water main that will be located in the Easement Area (defined herein).
- C. Grantor agrees to grant to the City an easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

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

- 1. Grant of Easement. In consideration of less than One Hundred Dollars (\$100.00) plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in Exhibit A as the "Water Line Easement Description (for Parcel 1)" (the "Easement Area"), which Easement Area is also depicted on Exhibit B as affecting Parcel 1.
- 2. Purpose of the Easement. The City shall use the Easement Area for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines,

connections, leads and all other components of the City's water supply system placed within the Easement Area (the "Utility Activities").

3. Access to the Easement Area. The City shall have the reasonable right of ingress and egress to the Easement Area from the public right-of-way, and if reasonably necessary through the Property, in order to carry out the Utility Activities, subject to the following conditions:
 - a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Area without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseeding any lawn areas disturbed by the City's activities.
 - c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a).

Mac's Convenience Stores LLC
a Delaware limited liability company

By: 
 Its: Matthew P. Dolan
 Vice President, Great Lakes Division

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on August 2, 2018, by Matthew P. Dolan, Vice President, Great Lakes Division, of Mac's Convenience Stores LLC on behalf of the Grantor.

Virginia Cullen
Notary Public
Summit County, Ohio

My commission expires: 12/2/2018

CITY OF KALAMAZOO

By: _____

Its: City Manager

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____, 2018 by
_____ for and on behalf of the Grantee, the City of Kalamazoo, its
City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared by:

Sarah Miller Benoit, Esq.
Ulmer & Berne LLP
65 E. State Street, Suite 1100
Columbus, Ohio 43215

After recording, return to:

Lori Pittman Haas, Esq.
Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
2418085V2

EXHIBIT A

PROPERTY DESCRIPTION:

PARCEL 1:

LAND SITUATED IN THE COUNTY OF KALAMAZOO, TOWNSHIP OF COMSTOCK, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

THE PART OF THE SOUTH 30.72 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWN 2 SOUTH, RANGE 10 WEST, WHICH LIES SOUTHWESTERLY OF THE C K & S RAILROAD (NOW GRAND TRUNK RAILROAD) RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31 NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 289.25 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 282.17 FEET TO THE WEST LINE OF GRAND TRUCK RAILROAD RIGHT OF WAY; THENCE ALONG SAID WEST LINE SOUTH 30 DEGREES 22 MINUTES 19 SECONDS EAST 340.62 FEET TO THE SOUTH LINE OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE NORTH 88 DEGREES 54 MINUTES 11 SECONDS WEST 458.68 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LAND SITUATED IN THE COUNTY OF KALAMAZOO, TOWNSHIP OF COMSTOCK, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

THE PART OF THE SOUTH 30.72 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWN 2 SOUTH, RANGE 10 WEST, WHICH LIES SOUTHWESTERLY OF THE C K & S RAILROAD (NOW GRAND TRUNK RAILROAD) RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 289.25 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 243.75 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 54 MINUTES 11 SECONDS EAST 134.86 FEET TO THE WEST LINE OF GRAND TRUCK RAILROAD RIGHT OF AWAY; THENCE ALONG SAID WEST LINE SOUTH 30 DEGREES 22 MINUTES 19 SECONDS EAST 284.28 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 41 SECONDS WEST 282.17 FEET TO THE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION: (FOR PARCEL 1)

LAND SITUATED IN THE COUNTY OF KALAMAZOO, TOWNSHIP OF COMSTOCK, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

THE PART OF THE SOUTH 30.72 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWN 2 SOUTH, RANGE 10 WEST, WHICH LIES SOUTHWESTERLY OF THE C K & S RAILROAD (NOW GRAND TRUNK RAILROAD) RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 289.25 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 33.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 19 SECONDS WEST 45.86 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 13.00 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 19 SECONDS WEST 15.00 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 41 SECONDS WEST 23.00 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 60.86 FEET TO THE POINT OF BEGINNING.

NOTES:

1. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.



KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS
(586)772-2222 * FAX (586)772-4048

PREPARED FOR: WELLERT CORPORATION

FIELD SURVEY: N/A

DATE: JULY 19, 2018

DRAWN BY: MRJ

SHEET: 2 OF 2

SCALE: 1" = 100'

JOB NO.: 16-04008

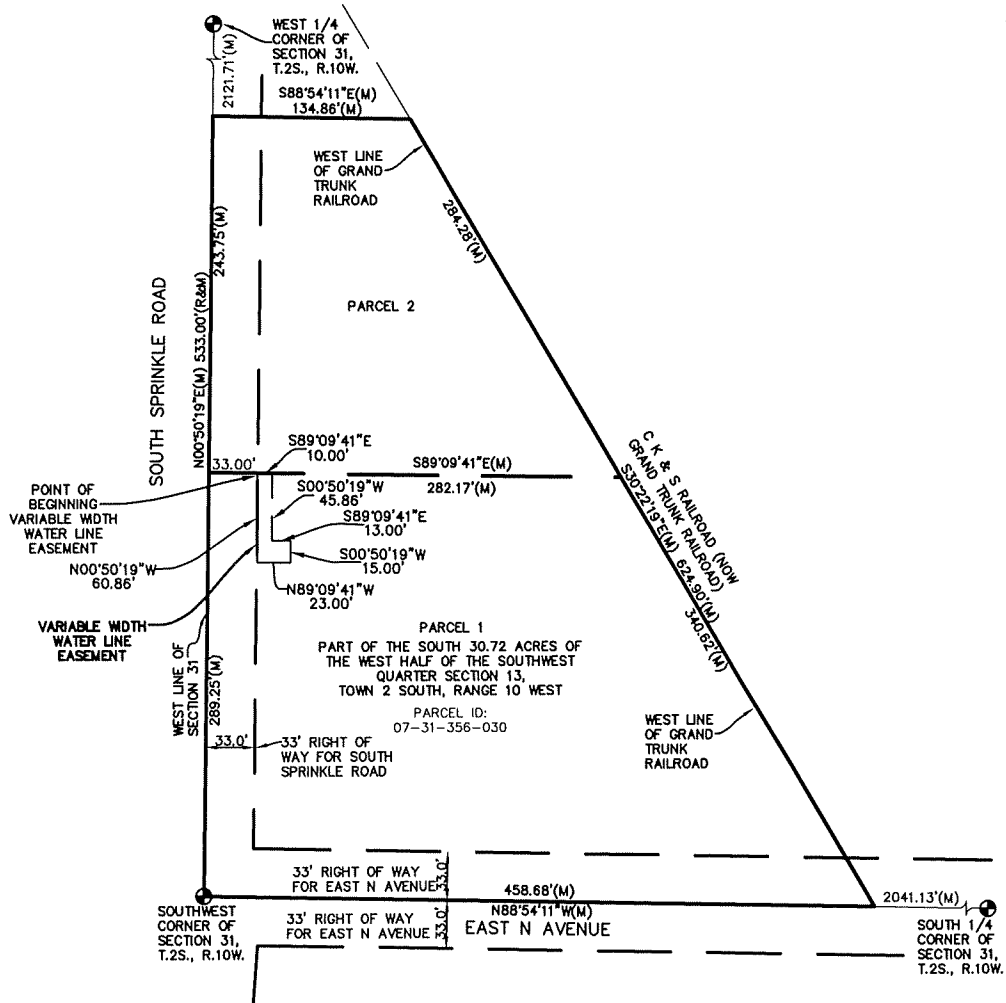
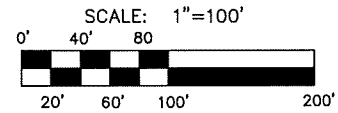
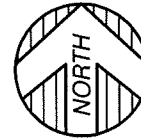
EXHIBIT B

PROPERTY DESCRIPTION:
SEE SHEET 2 OF 2

EASEMENT DESCRIPTION:
SEE SHEET 2 OF 2

NOTES:

SEE SHEET 2 OF 2



KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS
(586)772-2222 * FAX (586)772-4048

PREPARED FOR: WELLERT CORPORATION

FIELD SURVEY: N/A

DATE: JULY 19, 2018

DRAWN BY: MRJ

SHEET: 1 OF 2

SCALE: 1" = 100'

JOB NO.: 16-04008

**PUBLIC UTILITY EASEMENT
(Water Main)**

THIS AGREEMENT dated _____, 2018 between Mac's Convenience Stores LLC, a Delaware limited liability company, whose address is c/o Circle K, Great Lakes Division, 935 E. Tallmadge Avenue, Akron, Ohio 44310 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at 4851 South Sprinkle Road in the Township of Comstock and County of Kalamazoo, which is more specifically described as "Parcel 2" on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with the construction, operation, maintenance, repair, replacement, reinstallation and inspection of a water main that will be located in the Easement Area (defined herein).
- C. Grantor agrees to grant to the City an easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

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

- 1. Grant of Easement. In consideration of less than One Hundred Dollars (\$100.00) plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in Exhibit A as the "Water Line Easement Description (for Parcel 2)" (the "Easement Area"), which Easement Area is also depicted on Exhibit B as affecting Parcel 2.
- 2. Purpose of the Easement. The City shall use the Easement Area for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the City's water supply system placed within the Easement Area (the "Utility Activities").
- 3. Access to the Easement Area. The City shall have the reasonable right of ingress and egress to the Easement Area from the public right-of-way, and if reasonably necessary through the Property, in order to carry out the Utility Activities, subject to the following conditions:
 - a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Area without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseedling any lawn areas disturbed by the City's activities.

- c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a).

[the rest of this page intentionally left blank]

By: Zepk

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

Virginia Cullen
Notary Public
Summit County, Ohio

My commission expires: 12/1/2018

CITY OF KALAMAZOO

By: _____

Its: City Manager

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____, 2018
by _____ for and on behalf of the Grantee, the City of Kalamazoo,
its City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared by:

Sarah Miller Benoit, Esq.
Ulmer & Berne LLP
65 E. State Street, Suite 1100
Columbus, Ohio 43215

After recording, return to:

Lori Pittman Haas, Esq.
Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
2418085V2

EXHIBIT A

PROPERTY DESCRIPTION:

PARCEL 1:
LAND SITUATED IN THE COUNTY OF KALAMAZOO, TOWNSHIP OF COMSTOCK, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

THE PART OF THE SOUTH 30.72 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWN 2 SOUTH, RANGE 10 WEST, WHICH LIES SOUTHWESTERLY OF THE C K & S RAILROAD (NOW GRAND TRUNK RAILROAD) RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31 NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 289.25 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 282.17 FEET TO THE WEST LINE OF GRAND TRUCK RAILROAD RIGHT OF WAY; THENCE ALONG SAID WEST LINE SOUTH 30 DEGREES 22 MINUTES 19 SECONDS EAST 340.62 FEET TO THE SOUTH LINE OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE NORTH 88 DEGREES 54 MINUTES 11 SECONDS WEST 458.68 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
LAND SITUATED IN THE COUNTY OF KALAMAZOO, TOWNSHIP OF COMSTOCK, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

THE PART OF THE SOUTH 30.72 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWN 2 SOUTH, RANGE 10 WEST, WHICH LIES SOUTHWESTERLY OF THE C K & S RAILROAD (NOW GRAND TRUNK RAILROAD) RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 289.25 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 243.75 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 54 MINUTES 11 SECONDS EAST 134.86 FEET TO THE WEST LINE OF GRAND TRUCK RAILROAD RIGHT OF AWAY; THENCE ALONG SAID WEST LINE SOUTH 30 DEGREES 22 MINUTES 19 SECONDS EAST 284.28 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 41 SECONDS WEST 282.17 FEET TO THE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION: (FOR PARCEL 2)

LAND SITUATED IN THE COUNTY OF KALAMAZOO, TOWNSHIP OF COMSTOCK, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

THE PART OF THE SOUTH 30.72 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 31, TOWN 2 SOUTH, RANGE 10 WEST, WHICH LIES SOUTHWESTERLY OF THE C K & S RAILROAD (NOW GRAND TRUNK RAILROAD) RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 289.25 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 50 MINUTES 19 SECONDS EAST 56.49 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 19 SECONDS WEST 56.49 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 41 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

NOTES:

1. A CURRENT TITLE POLICY HAS NOT BEEN
FURNISHED AT TIME OF SURVEY, THEREFORE
EASEMENTS AND/OR ENCUMBRANCES AFFECTING
SUBJECT PARCEL MAY NOT BE SHOWN.
2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY,
TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.



KEM-TEC & ASSOCIATES
22556 GRATIOT AVE. EASTPOINTE, MI 48021
PROFESSIONAL SURVEYORS – PROFESSIONAL ENGINEERS
(586)772-2222 * FAX (586)772-4048

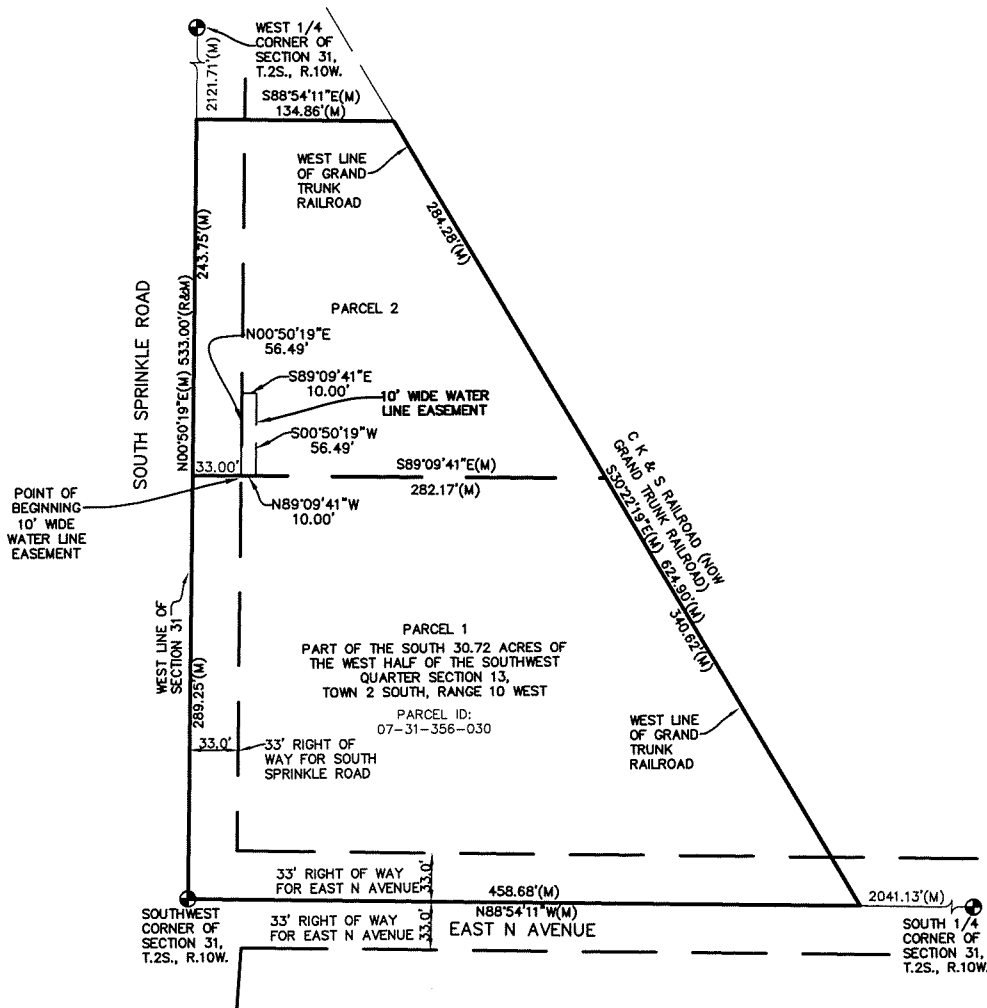
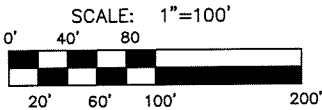
PREPARED FOR: WELLERT CORPORATION	
FIELD SURVEY: N/A	DATE: JULY 19, 2018
DRAWN BY: MRJ	SHEET: 2 OF 2
SCALE: 1" = 100'	JOB NO.: 16-04008

EXHIBIT B

PROPERTY DESCRIPTION:
SEE SHEET 2 OF 2

EASEMENT DESCRIPTION:
SEE SHEET 2 OF 2

NOTES:
SEE SHEET 2 OF 2



KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS
(586)772-2222 * FAX (586)772-4048

PREPARED FOR: WELLERT CORPORATION	
FIELD SURVEY: N/A	DATE: JULY 19, 2018
DRAWN BY: MRJ	SHEET: 1 OF 2
SCALE: 1" = 100'	JOB NO.: 16-04008



Commission Agenda Report

City of Kalamazoo

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

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

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

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

DATE: 10/24/2018

SUBJECT: Parkway Flats Utility Easement

RECOMMENDATION

It is recommended that the City Commission approve and accept the easement with Parkway Flats, LLC for water main & sanitary sewer installed as part of the Parkway Flats Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND

Construction of new water main & sanitary sewer was recently completed for the Parkway Flats Project. As all public water mains and sanitary sewer are required to be in a dedicated easement or public right of way, Parkway Flats, LLC in collaboration with the City of Kalamazoo Attorney has drafted this agreement for approval.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$100 for consideration for the grant of the easement as this project was solely contribution in aid.

ALTERNATIVES

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

ATTACHMENTS:

Type	Description
□	Easement Easement

PUBLIC UTILITY EASEMENT

THIS AGREEMENT dated _____ 2018 between Parkway Flats, LLC, an Indiana limited liability company, whose address is 3600 Woodview Trace, Suite 130, Indianapolis, IN 46268 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at 4501 Arboretum Parkway in the City and County of Kalamazoo, which is more specifically described on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with the construction of the water and sanitary sewer lines throughout the Parkway Flats apartment development.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

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

- 1. Grant of Easement. In consideration of less than One Hundred Dollars (\$100.00) plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in Exhibits B and C. ("Easement Areas")
- 2. Purpose of the Easement. The City shall use the Easement Areas for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the city's water supply system, sanitary sewer system, and other public utilities systems placed within the Easement Areas. ("Utility Activities")
- 3. Access to the Easement Areas. The City shall have the right of ingress and egress to the Easement Areas from the public right-of-way, and if necessary

through the Property, in order to carry out the Utility Activities, subject to the following conditions:

- a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Areas without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseeding any lawn areas disturbed by the City's activities.
 - c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Areas, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a).

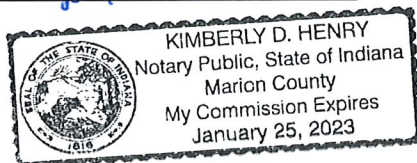
Parkway Flats, LLC

By: 
Joseph R. Kendall

Its: Managing Member

STATE OF INDIANA }
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on Oct 9,
2018, by Joseph R. Kendall, on behalf of the Grantor.




Notary Public
Marion County, Indiana
My commission expires: _____

CITY OF KALAMAZOO

By: _____
James K. Ritsema
Its: City Manager

STATE OF MICHIGAN }
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____,
20__ by James K. Ritsema for and on behalf of the Grantee, the City of Kalamazoo, its
City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared By & After Recording Return To:
The Office of City Attorney
241 W. South St.
Kalamazoo, MI 49007
(269) 337-8185

Exhibit A

LEGAL DESCRIPTION

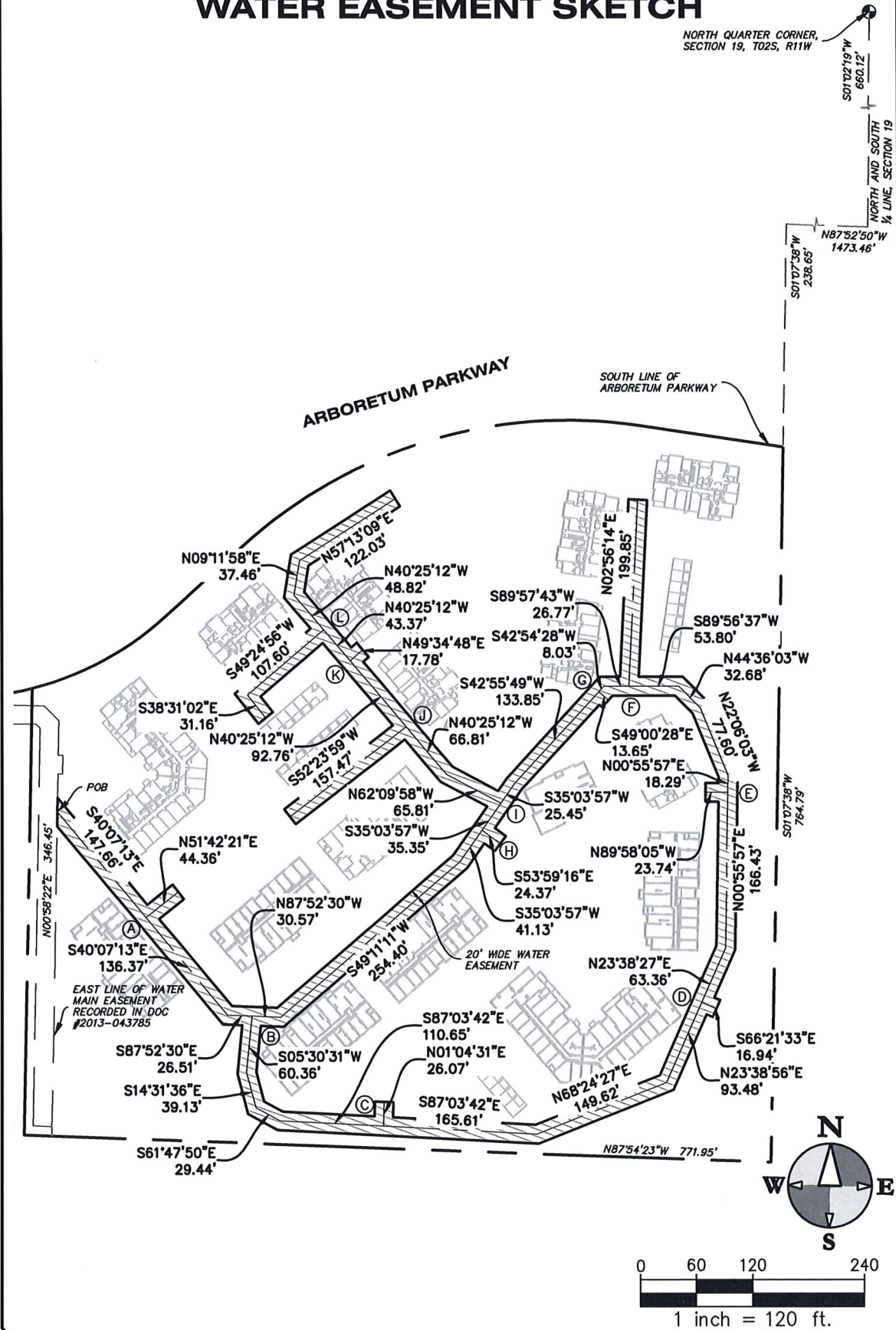
The land referred to in this policy, situated in the County of Kalamazoo, City of Kalamazoo, State of Michigan, is described as follows:

All that part of the Northwest 1/4 of Section 19, Town 2 South, Range 11 West, City of Kalamazoo, Kalamazoo County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence South 01 degree 02 minutes 19 seconds West along the North-South quarter line of Section 19, a distance of 660.12 feet; thence North 87 degrees 52 minutes 50 seconds West a distance of 1473.46 feet; thence South 01 degree 07 minutes 38 seconds West a distance of 238.65 feet to the Southerly right of way of Arboretum Parkway and the Point of Beginning; thence continuing South 01 degree 07 minutes 38 seconds West a distance of 764.79 feet; thence North 87 degrees 54 minutes 23 seconds West a distance of 801.32 feet; thence North 01 degree 02 minutes 37 seconds East a distance of 477.72 feet to the said Southerly right of way; thence Northeasterly a distance of 163.94 feet, along a curve to the left, having a radius of 339.50 feet, a central angle of 27 degrees 40 minutes 01 second, and chord bearing North 61 degrees 47 minutes 46 seconds East 162.35 feet; thence North 47 degrees 57 minutes 45 seconds East along said right of way a distance of 113.66 feet; thence Northeasterly along said right of way a distance of 458.95 feet, along a curve to the right, having a radius of 520.00 feet, a central angle of 50 degrees 34 minutes 09 seconds, and chord bearing North 73 degrees 14 minutes 49 seconds East 444.20 feet; thence South 81 degrees 28 minutes 07 seconds East along said right of way a distance of 156.02 feet to the Point of Beginning.

EASEMENT PARCEL:

Together with non-exclusive easements as created, limited and defined in Declaration of Easements and Restrictions recorded in Instrument No. 2013-043785, Kalamazoo County Records.

EXHIBIT B WATER EASEMENT SKETCH



Drawing No.

1 OF 2

Title:

**WATER EASEMENT
PARKWAY FLATS**

Project:

Client:

AMERICAN KENDALL PROPERTIES, LLC.

Job No.: 16-037D

Date: 8/28/18

Scale: AS NOTED

P.M.: TAK

DIT: BDE

QA/QC: 8/28/18



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

EXHIBIT B

WATER EASEMENT DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWN 02 SOUTH, RANGE 11 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, SOUTH 01 DEGREES 02 MINUTES 19 SECONDS WEST 660.12 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 50 SECONDS WEST 1473.46 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 38 SECONDS WEST 238.65 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARBORETUM PARKWAY; THENCE CONTINUING SOUTH 01 DEGREES 07 MINUTES 38 SECONDS WEST 764.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 771.95 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF A WATERMAIN EASEMENT RECORDED IN DOCUMENT NUMBER 2013-043785, KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID EAST LINE AND EXTENSION THEREOF, NORTH 00 DEGREES 58 MINUTES 22 SECONDS EAST 346.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 07 MINUTES 13 SECONDS EAST 147.66 FEET TO POINT 'A'; THENCE CONTINUING SOUTH 40 DEGREES 07 MINUTES 13 SECONDS EAST 136.37 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 30 SECONDS EAST 26.51 FEET TO POINT 'B'; THENCE SOUTH 05 DEGREES 30 MINUTES 31 SECONDS WEST 60.36 FEET; THENCE SOUTH 14 DEGREES 31 MINUTES 36 SECONDS EAST 39.13 FEET; THENCE SOUTH 61 DEGREES 47 MINUTES 50 SECONDS EAST 29.44 FEET; THENCE SOUTH 87 DEGREES 03 MINUTES 42 SECONDS EAST 110.65 FEET TO POINT 'C'; THENCE CONTINUING SOUTH 87 DEGREES 03 MINUTES 42 SECONDS EAST 165.61 FEET; THENCE NORTH 68 DEGREES 24 MINUTES 27 SECONDS EAST 149.62 FEET; THENCE NORTH 23 DEGREES 38 MINUTES 56 SECONDS EAST 93.48 FEET TO POINT 'D'; THENCE NORTH 23 DEGREES 38 MINUTES 27 SECONDS EAST 63.36 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 57 SECONDS EAST 166.43 FEET TO POINT 'E'; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 57 SECONDS EAST 18.29 FEET; THENCE NORTH 22 DEGREES 06 MINUTES 03 SECONDS WEST 77.60 FEET; THENCE NORTH 44 DEGREES 36 MINUTES 03 SECONDS WEST 32.68 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST 53.80 FEET TO POINT 'F'; THENCE SOUTH 89 DEGREES 57 MINUTES 43 SECONDS WEST 26.77 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 28 SECONDS WEST 8.03 FEET TO POINT 'G'; THENCE SOUTH 42 DEGREES 55 MINUTES 49 SECONDS WEST 133.85 FEET; THENCE SOUTH 35 DEGREES 03 MINUTES 57 SECONDS WEST 25.45 FEET TO POINT 'I'; THENCE CONTINUING SOUTH 35 DEGREES 03 MINUTES 57 SECONDS WEST 35.35 FEET TO POINT 'H'; THENCE CONTINUING SOUTH 35 DEGREES 03 MINUTES 57 SECONDS WEST 41.13 FEET; THENCE SOUTH 49 DEGREES 11 MINUTES 11 SECONDS WEST 254.40 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 30 SECONDS WEST 30.57 FEET TO POINT 'B' AND THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'A', NORTH 51 DEGREES 42 MINUTES 21 SECONDS EAST 44.36 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'C', NORTH 01 DEGREES 04 MINUTES 31 SECONDS EAST 26.07 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'D', SOUTH 66 DEGREES 21 MINUTES 33 SECONDS EAST 16.94 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'E', NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST 23.74 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'F', NORTH 02 DEGREES 56 MINUTES 14 SECONDS EAST 199.85 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'G', SOUTH 49 DEGREES 00 MINUTES 28 SECONDS EAST 13.65 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'H', SOUTH 53 DEGREES 59 MINUTES 16 SECONDS EAST 24.37 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'I', NORTH 62 DEGREES 09 MINUTES 58 SECONDS WEST 65.81 FEET; THENCE NORTH 40 DEGREES 25 MINUTES 12 SECONDS WEST 66.81 FEET TO POINT 'J'; THENCE CONTINUING NORTH 40 DEGREES 25 MINUTES 12 SECONDS WEST 92.76 FEET TO POINT 'K'; THENCE CONTINUING NORTH 40 DEGREES 25 MINUTES 12 SECONDS WEST 43.37 FEET TO POINT 'L'; THENCE CONTINUING NORTH 40 DEGREES 25 MINUTES 12 SECONDS WEST 48.82 FEET; THENCE NORTH 09 DEGREES 11 MINUTES 58 SECONDS EAST 37.46 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 09 SECONDS EAST 122.03 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'J', SOUTH 52 DEGREES 23 MINUTES 59 SECONDS WEST 157.47 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'K', NORTH 49 DEGREES 34 MINUTES 48 SECONDS EAST 17.78 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'L', SOUTH 49 DEGREES 24 MINUTES 56 SECONDS WEST 107.60 FEET, THENCE SOUTH 38 DEGREES 31 MINUTES 02 SECONDS EAST 31.16 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO AVOID GAPS AND OVERLAPS. SAID STRIP CONTAINS 1.35 +/- ACRES (58,909 +/- SQUARE FEET).

Drawing No.

2 OF 2

Title:

WATER EASEMENT

Project:

PARKWAY FLATS

Client:

AMERICAN KENDALL PROPERTIES, LLC.

Job No.: 16-0370

Date: 8/28/18

Scale: AS NOTED

P.M.: TAK

Dft: BDE

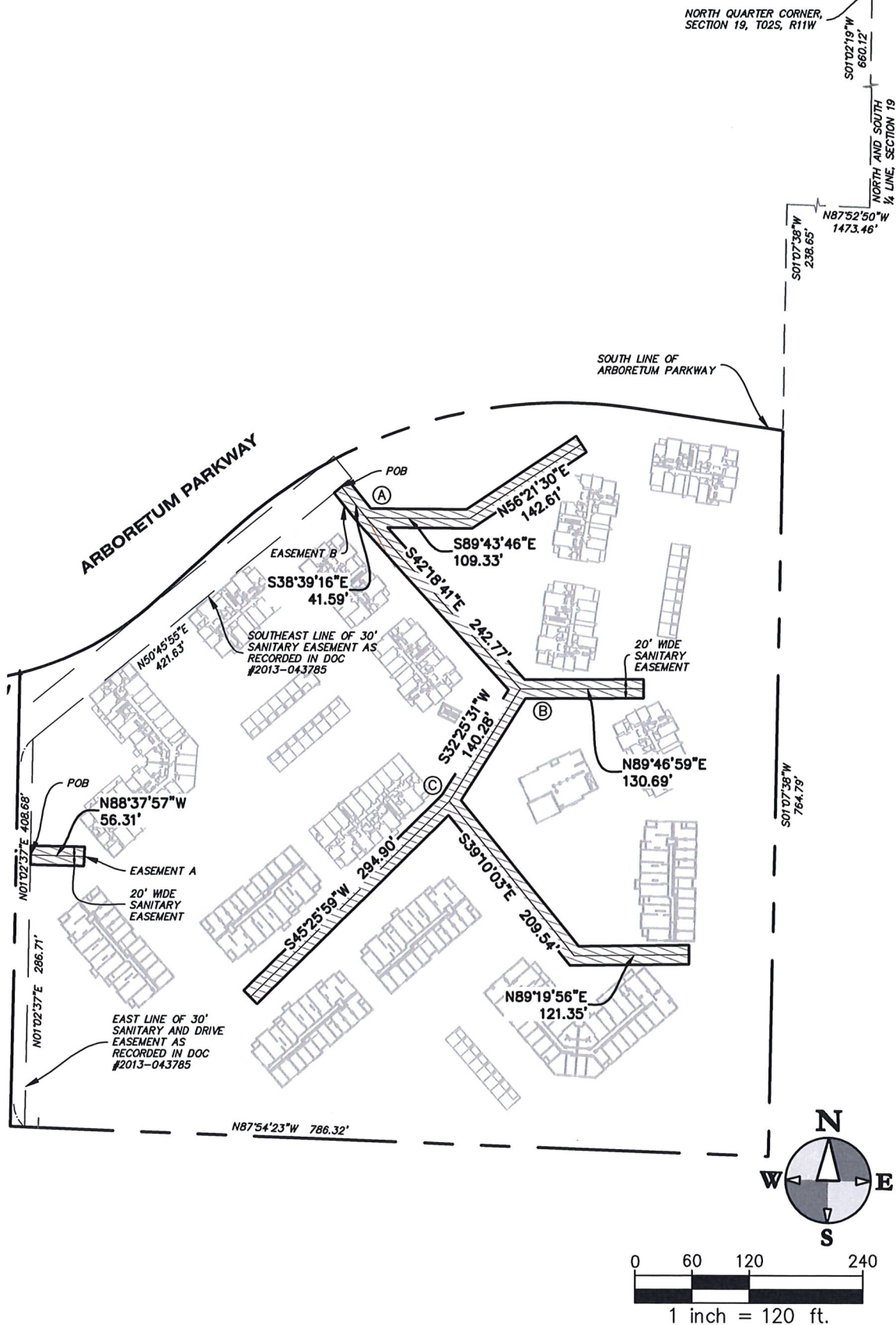
QA/QC: 8/28/18



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

EXHIBIT C SANITARY SEWER EASEMENT SKETCH

NORTH QUARTER CORNER,
SECTION 19, T02S, R11W



Drawing No.

1 OF 2

Title: **SANITARY SEWER EASEMENT
PARKWAY FLATS**
Project:
Client: **AMERICAN KENDALL PROPERTIES, LLC.**

Job No.: 16-0370
Date: 8/28/18
Scale: AS NOTED
P.M.: TAK
DIT: BDE
QA/QC: 8/28/18

HS
hurley & stewart

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

EXHIBIT C

SANITARY SEWER EASEMENT DESCRIPTION

SANITARY SEWER EASEMENT A DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;
A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWN 02 SOUTH, RANGE 11 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, SOUTH 01 DEGREES 02 MINUTES 19 SECONDS WEST 660.12 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 50 SECONDS WEST 1473.46 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 38 SECONDS WEST 238.65 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARBORETUM PARKWAY; THENCE CONTINUING SOUTH 01 DEGREES 07 MINUTES 38 SECONDS WEST 764.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 786.32 FEET TO THE EAST LINE OF A SANITARY SEWER EASEMENT RECORDED IN DOCUMENT NUMBER 2013-043785, KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID EAST LINE NORTH 01 DEGREES 02 MINUTES 37 SECONDS EAST 286.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 37 MINUTES 57 SECONDS WEST 56.31 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO AVOID GAPS AND OVERLAPS. SAID EASEMENT CONTAINS 0.03 +/- ACRES (1128 +/- SQUARE FEET).

SANITARY SEWER EASEMENT B DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;
A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWN 02 SOUTH, RANGE 11 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, SOUTH 01 DEGREES 02 MINUTES 19 SECONDS WEST 660.12 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 50 SECONDS WEST 1473.46 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 38 SECONDS WEST 238.65 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARBORETUM PARKWAY; THENCE CONTINUING SOUTH 01 DEGREES 07 MINUTES 38 SECONDS WEST 764.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 786.32 FEET TO THE EAST LINE OF A SANITARY SEWER EASEMENT RECORDED IN DOCUMENT NUMBER 2013-043785, KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID EAST LINE NORTH 01 DEGREES 02 MINUTES 37 SECONDS EAST 408.68 FEET TO THE SOUTHEASTERLY LINE OF A SANITARY SEWER EASEMENT RECORDED IN DOCUMENT NUMBER 2013-043785, KALAMAZOO COUNTY RECORDS; THENCE NORTH 50 DEGREES 45 MINUTES 55 SECONDS EAST 421.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 39 MINUTES 16 SECONDS EAST 41.59 FEET TO POINT 'A'; THENCE SOUTH 42 DEGREES 18 MINUTES 41 SECONDS EAST 242.77 FEET TO POINT 'B'; THENCE SOUTH 32 DEGREES 25 MINUTES 31 SECONDS WEST 140.28 FEET TO POINT 'C'; THENCE SOUTH 39 DEGREES 10 MINUTES 03 SECONDS EAST 209.54 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 56 SECONDS EAST 121.35 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'A' SOUTH 89 DEGREES 43 MINUTES 46 SECONDS EAST 109.33 FEET; THENCE NORTH 56 DEGREES 21 MINUTES 30 SECONDS EAST 142.61 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT 'B' NORTH 89 DEGREES 46 MINUTES 59 SECONDS EAST 130.69 FEET TO THE POINT OF ENDING. THENCE RECOMMENCING AT POINT 'C' SOUTH 45 DEGREES 25 MINUTES 59 SECONDS WEST 294.90 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO AVOID GAPS AND OVERLAPS. SAID STRIP CONTAINS 0.6 +/- ACRES (28049 +/- SQUARE FEET).

Drawing No.

2 OF 2

Title: **SANITARY SEWER EASEMENT
PARKWAY FLATS**
Project:
Client: **AMERICAN KENDALL PROPERTIES, LLC.**

Job No.: 16-0370
Date: 8/28/18
Scale: AS NOTED
P.M.: TAK
DIT: BDE
QA/QC: 8/28/18

HS
hurley & stewart

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



Commission Agenda Report

City of Kalamazoo

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

FROM: Bobby J. Hopewell, Mayor

PREPARED BY: Scott A. Borling, City Clerk

DATE: 10/31/2018

SUBJECT: Appointment and Reappointment to Boards and Commissions

RECOMMENDATION

It is requested that the City Commission approve the Mayor's appointment and reappointment to boards and commissions:

- the reappointment of **Carl Brown** to the Downtown Development Authority for a term expiring on March 31, 2022.
- the appointment of **Nicole Sabel** to the Historic Preservation Commission for a term expiring on March 31, 2021.

BACKGROUND

City ordinance establishes that the Mayor appoints and re-appoints members to the Downtown Development Authority (DDA) and Kalamazoo Historic Preservation Commission (HPC). I have reviewed the Nomination Report for Nicole Sabel and have appointed her to the HPC. In addition, I have reappointed Carl Brown to his second full term on the DDA. I am now requesting City Commission approval for this appointment reappointment as required by ordinance. The attached *Appointee Nomination Report* describes Ms. Sabel's qualifications.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact directly associated with this appointment and reappointment.

ALTERNATIVES

The City Commission could approve the appointment and reappointment, not approve them, or postpone action to a date certain.

ATTACHMENTS:

Type	Description
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Report HPC Nomination Report



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

September 12, 2018

RECOMMENDATION

The Historic Preservation Commission (HPC) recommends that the Mayor approve the appointment of **Nicole Sabel** to the Historic Preservation Commission. This would be her first full term and would expire on March 31, 2021.

SPECIAL REQUIREMENTS FOR THEIR POSITION

This position requires no special skills or training beyond the ordinance requirement of “a demonstrated interest in or knowledge of the history of Kalamazoo and/or the principles of historic preservation.”

SELECTION PROCESS

Applicants Considered

The City Clerk had no other active applications for the Historic Preservation Commission.

Interview Process and Final Recommendation

The Historic Preservation Commission reviewed the application of Ms. Sabel at their meeting on Tuesday, September 12, 2018 and interviewed her. The commission, after discussion at the meeting, voted unanimously to recommend her appointment.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Ms. Sabel is not currently serving on any other city advisory boards.

Residency

Ms. Sabel lives at 1403 Reycraft Drive in the city of Kalamazoo in the Milwood neighborhood.

Term Limits

This would be the first appointment to the HPC for the applicants. At the end of this term on March 31, 2021, she would be eligible for re-appointment for one more term.

Training, Experience, Education And Skills

Ms. Sabel is a realtor and lives in a historic Cape Cod home.

Contribution To Diversity

Ms. Sabel is 22-34 and is of European American descent.

NOMINATION RATIONALE

The Commission chose this candidate based on her past and present involvement with history, historic preservation and enthusiasm for preservation.

CITY CLERK'S CERTIFICATION

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

Scott A. Borling, Deputy City Clerk



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners
FROM: Scott A. Borling, City Clerk
DATE: 10/12/2018
SUBJECT: Approval of Minutes

RECOMMENDATION

It is recommended that the City Commission approve the minutes from its meetings on October 1 and October 15, 2018.

ATTACHMENTS:

Type	Description
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- | | |
|--------------------------|---|
| ☐ | Minutes October 1, 2018 Business Meeting |
| ☐ | Minutes October 15, 2018 Neighborhood Meeting |
| ☐ | Minutes October 15, 2018 Business Meeting |

	A regular meeting of the Kalamazoo City Commission was held on Monday, October 1, 2018 at 7:00 p.m. in the City Commission Chambers at City Hall, 241 West South Street.
Roll Call	COMMISSIONERS PRESENT: Mayor Bobby J. Hopewell Vice Mayor Erin Knott David Anderson Don Cooney Eric Cunningham Shannon Sykes Jack Urban COMMISSIONERS ABSENT: None Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.
Invocation	The invocation, given by Reverend Nathan Dannison, First Congregational Church, was followed by the Pledge of Allegiance.
Adoption of the Agenda	By unanimous consent the City Commission adopted its meeting agenda with the following change: Commissioner Sykes requested that Item F-4, the sale of 3120 and 3122 Oakland Drive to Consumers Credit Union, be moved to the Regular Agenda.
Public Hearing re: the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment	At 7:03 p.m. Mayor Hopewell opened a public hearing to receive comments on a resolution approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of \$14.322. Mark Prichard, City resident, stated the sidewalks could be completed if tax dollars were used to help the homeless find homes. At 7:04 p.m. Mayor Hopewell closed the public hearing.
Resolution 18-63 Approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment	Commissioner Cooney, seconded by Commissioner Anderson, moved to adopt a RESOLUTION approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of \$14.322. With a roll call vote this motion passed unanimously. AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell NAYS: None
Consent Agenda	Consent Agenda items were presented as follows with a recommendation to approve the items with authorization for the City Manager to sign on behalf of the city:

- adoption of a **RESOLUTION** indicating the City has met the requirement to receive federal transportation alternative program funding in support of the Portage Street Improvement Project. Resolution 18-64
- adoption of a **RESOLUTION** approving a Brownfield Plan Redevelopment and Purchase Agreement with Harbor Farms Real Estate, LLC regarding the approximate northerly 7 acre portion of Davis Creek Business Park for purposes of operating a medical marihuana facility to cultivate and process medical marihuana; and authorizing the City Manager, or his designee, to sign all documents to complete the sale. Resolution 18-65
- adoption of a **RESOLUTION** adopting and approving the Fifth Amendment to Revised Brownfield Plan Implemented by the City of Kalamazoo Brownfield Redevelopment Authority. The proposed amendment adds 615 West Kalamazoo Avenue (Chapter 52) and 4200 and 4233 Davis Creek Court (Chapter 53) to the Plan; and amends Chapter 25 regarding 1101 Portage Street. Resolution 18-66

Commissioner Urban, seconded by Commissioner Cunningham, moved to approve the consent agenda requests and authorize the City Manager to sign all documents on behalf of the City.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

Regular Agenda items were considered next.

Commissioner Sykes stated the proposed sale of 3120 and 3122 Oakland Drive was another example of the City selling property without a Community Benefit Agreement. Commissioner Sykes announced she would be voting "no" on this item.

When an opportunity was given for citizens to comment on the sale of the City-owned lots at 3120 and 3122 Oakland Drive to Consumers Credit Union for \$15,000, the following people addressed the City Commission:

Carl Wiseman, City resident, expressed support for Commissioner Sykes' comments and stated the homeless could use this vacant lot.

Mark Prichard, non-resident, stated the price for the property was too low, and he suggested funds be raised to get a vacant lot for the homeless.

Fred Lawrence, City resident, stated the City could not afford to give breaks and discounts to corporations.

Christopher Bovid, City resident and President of the Woods Lake Association, stated the Association was never consulted about the sale of this property as indicated in the agenda report. Mr. Bovid

Regular Agenda

Sale of 3120 and 3122 to Consumers Credit Union

Sale of 3120 and
3122 to Consumers
Credit Union

expressed concerns about the environmental impact of the proposed development and stated there needed to be more discussion.

Cheryl Lord, City resident and Executive Director of the Oakwood Neighborhood Association, stated the developer did not engage or consult with the Association regarding the proposed site plan. Ms. Lord indicated she had many of the same concerns as Mr. Bovid.

Zach Lassiter, City resident, pointed out that the City was being accused of lying by both people who had means and people who did not.

Michael Mair, non-resident and a representative of Consumers Credit Union, spoke in favor of the proposed sale. Mr. Mair stated Consumers Credit Union had been working with the Community Planning and Economic Development (CPED) Department on the development of this property, and he explained the credit union needed the City property in order for the development to follow the vision of Imagine Kalamazoo 2025 (IK2025). Mr. Mair noted the City parcels were impaired with telephone poles, transformers, and a Consumers Energy easement. Mr. Mair stated the City and the credit union had commissioned an independent appraisal, and the proposed sale price was the same as the per-square-foot value of the D&W property across the street.

Commissioner Urban, seconded by Commissioner Anderson, moved to approve the sale of the City-owned lots at 3120 and 3122 Oakland Drive (Parcel nos. 06-29-474-012 and 06-29-474-011) to Consumers Credit Union for \$15,000.

Prior to a vote on the motion, Commissioner Cooney noted these parcels had been vacant for a long time but stated he was uncomfortable with the fact that the neighborhood associations were not consulted.

Sale of 3120 and
3122 to Consumers
Credit Union – Motion
to Postpone

Commissioner Cooney, seconded by Vice Mayor Knott moved to postpone action on this item until October 15, 2018.

Prior to a vote, Commissioner Sykes expressed support for the motion and stated she was troubled to hear that the neighborhood associations were not engaged on this item. Commissioner Sykes noted that her support of the postponement did not necessarily mean she would support the item when it was considered on October 15th.

With a roll call vote the motion to postpone passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

City Manager's Report

City Manager Ritsema provided the following reports and updates:

Homelessness Work Group Update

- all four subgroups would be meeting this week.

- the City was in the process of creating a webpage to track the progress of the work group.

City Manager's Report
(cont'd)

Update on the Allied Paper Superfund Site and Panelyte Property

Bruce Merchant, environmental law consultant, provided an update on the Allied Paper Super Fund Site and Panelyte property. A copy of Mr. Merchant's PowerPoint slides was filed with the papers for this meeting. Mr. Merchant reported the City might have an opportunity to purchase the Panelyte property, which would be beneficial as it would keep the City directly involved in the Allied Paper Site remediation. Mr. Merchant stated the City Attorney was working with the state and US Environmental Protection Agency (EPA) on a purchase agreement that would shield the City from liability for the Panelyte property.

In response to a question from Mayor Hopewell, Mr. Merchant stated the Panelyte site was contaminated, but the Michigan Department of Environmental Quality had spent considerable money to clean it up. Mr. Merchant stated the site should meet industrial development site standards.

In response to a question from Commissioner Cooney, Mr. Merchant stated the EPA was studying the Allied Site to determine how it would proceed.

In response to questions and concerns from Commissioner Anderson, Mr. Merchant stated Phase I and Phase II environmental evaluations had been conducted on the Panelyte property, and City Attorney Robinson stated the purchase agreement with the state and EPA would utilize all protections currently available in the law to immunize the City from liability. Mr. Merchant noted the state supported the City's purchase of the property, and the purchase price would be less than \$100.

In response to questions from Commissioner Sykes, City Manager Ritsema stated his understanding of the City's role with the work groups was that of convening the groups, facilitating solutions, and supporting work on the demands by working through them. City Manager Ritsema asked Commissioner Sykes what she thought the City's role should be.

In response to City Manager Ritsema, Commissioner Sykes noted that at the previous City Commission meeting he had said the City was not responsible for demands 3-5. Commissioner Sykes asked why the City was still involved in discussions about those demands.

In response to Commissioner Sykes, City Manager Ritsema stated the City would be involved in discussions of the demands to the extent it could be involved. For example, to the extent the City could implement a housing first policy it could be involved in that discussion.

Commissioner Sykes stated she did not understand the City Manager's meaning. Commissioner Sykes stated the work group meetings would be more difficult now that residents of the Bronson Park encampment were dispersed and were not receiving notice of the meetings. Commissioner Sykes indicated the conversations with the City were repetitious with no

City Manager's Report
(cont'd)

substance behind them. Commissioner Sykes stated she wanted to see concrete steps before the snow flew.

City Manager Ritsema stated he would make sure the homeless community representatives were being notified of the work group meetings.

Commissioner Urban stated the City Commission could give the City Manager more clarity on this issue, and he suggested the City Commission pass a motion to change the City Charter to say the City was a direct service provider for the homeless.

In response to a question from Commissioner Urban, City Manager Ritsema stated he would need more time to respond to the idea of amending the City Charter.

Citizen Comments

Next, when an opportunity was given for general citizen comments, the following people addressed the City Commission:

Jeff Messer, City resident, spoke about campaign signs in the City's rights-of-way and the rules for signs.

Alan Loveridge, non-resident, presented a plan for monthly payment of property taxes and suggested the City have homeless people do daycare work in return for housing. Mr. Loveridge's written remarks were filed with the papers for this meeting.

Linda Cypret-Kilbourne, non-resident, spoke about the lack of fencing around the burial mound in Bronson Park.

The following people offered remarks on the Bronson Park encampment and issues related to homelessness:

Angel Johnston, City resident
 Donna, City resident
 Fred Lawrence, City resident
 Dennis Tillman, City resident
 Andrew Argo, City resident
 Kenneth Fuller, City resident
 Ryan Nehring, City resident
 Michael Rizor, City resident
 Denise Miller, City resident
 Faith Vlietstra, City resident
 Meagan Roche, City resident
 Victoria Marcetti, City resident
 Barb Hymel, City resident
 Birletta Bean Hardiman, City resident
 Carrie Ann Stewart, City resident
 Carl Wiseman, City resident
 Shari Weber, non-resident
 Reverend Ruth Moerdyk, City resident
 Issa Smith, City resident
 Roger, City resident
 Mendez Mendez, City resident

Angela Harrington, City resident
 Amy, City resident
 Paula Hill, non-resident
 Lee, a representative of the organizations Seven and
 People Most in Need (PMI)
 Corey Makovich, City resident
 Reverend William Stine, City resident
 Linda Cypret-Kilbourne, non-resident
 Nellie Fuentes, non-resident
 Mamie Butler, City resident
 Chad, City resident
 Zach Lassiter, City resident
 Matthew Craig, City resident
 Cody Dekker, non-resident
 Nehemiah Scudder, City resident
 Mara, City resident

Citizen Comments
 (cont'd)

Finally, an opportunity was given for miscellaneous and concerns of City Commissioners.

City Commissioner
 Comments

Commissioner Sykes stated the words “frustrated, disappointed, disgusted” were not strong enough to describe how she felt about the removal of the Bronson Park Freedom Encampment, and she indicated the City Commission allowed this to happen. Commissioner Sykes remarked that she had never seen or experienced anything like what she had been experiencing. Commissioner Sykes stated she was left out of being arrested for camping in the park because the police zone did not apply to City Commissioners, so she ended up being arrested for resisting and obstructing, a misdemeanor. Commissioner Sykes reported Public Safety Officers were not letting people from the encampment stay in places they had been staying, and officers had engaged her husband and people from the encampment who were trying to relocate. Commissioner Sykes described how people from the encampment had experienced harassment and difficulty finding places to stay, and how people had withdrawn their offers of private property for the encampment due to threats and concerns about the reported conditions in Bronson Park. Commissioner Sykes reported people from the encampment were scattered now, and it was difficult to get them organized. Commissioner Sykes reported she had opened her own home, and the encampment group had met with Angela Davis. Commissioner Sykes stated the encampment group was determined to have their rights honored, and they had become a loving community. Commissioner Sykes stated activists for various civil rights causes – LGBT, Indigenous, Black, Latino – were united in solidarity on this issue. Commissioner Sykes stated homelessness was the City’s problem, and the City needed to solve it. Commissioner Sykes stated the City needed to get people into emergency housing.

Commissioner Anderson stated Jim Ritsema was an exemplary human being and a great City Manager. Commissioner Anderson stated vilification of the City Manager was misdirected, and everyone involved needed to work together.

City Commissioner
Comments (cont'd)

Commissioner Cooney expressed agreement with Commissioner Anderson. Commissioner Cooney stated it was a tragedy when people did not have what was necessary to live a wholly human life. Commissioner Cooney noted there were four meetings coming up to talk about the focus areas of the homelessness work group. Commissioner Cooney stated the problems at hand were beyond the City. Commissioner Cooney indicated the City needed to do more, but the City also needed to advocate for change at the national level.

Commissioner Urban stated the determination and patience of the encampment residents had an effect on the entire community. Commissioner Urban suggested the following actions and expressed hope that Commissioners would consider one of these options: formulate a Housing First Policy with money attached to it; set limits on how much the City will spend on housing; and amend the City Charter to say it was the duty of the City was to provide emergency shelter. Commissioner Urban noted a charter amendment would be an opportunity to get the support of residents.

Commissioner Cunningham requested the City Manager investigate the report that a staff member used derogatory language towards a homeless person. Commissioner Cunningham spoke about PMI, which was able to assist individuals who were trying to get resources from the state system. Commissioner Cunningham discussed the Alice Threshold, which was the income level where a person was still on public assistance even though they worked 40 hours per week.

Vice Mayor Knott stated the City needed to work with other jurisdictions in order to fix the system, and she suggested people ask their County Commissioners to adopt a countywide Housing First policy. Vice Mayor Knott indicated there had been a County-operated secular shelter at one time, but people would need to put considerable pressure on County Commissioners in order for that to happen again.

Mayor Hopewell noted some policies did not require money. Mayor Hopewell stated the City had areas it needed to work on, but the County and Community Action Agency needed to be involved too.

Adjournment

The meeting adjourned at 10:32 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on November 5, 2018

Approved by: _____

Bobby J. Hopewell, Mayor
Dated: November 5, 2018

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Roll Call

A neighborhood meeting of the Kalamazoo City Commission was held on Monday, October 15, 2018 at 6:00 p.m. in the Community Room at City Hall, 241 W. South Street.

COMMISSIONERS PRESENT:

Mayor Bobby J. Hopewell
David Anderson
Don Cooney
Eric Cunningham
Shannon Sykes
Jack Urban

COMMISSIONERS ABSENT:

Vice Mayor Erin Knott

Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.

Commissioners
Excused

Commissioner Anderson, seconded by Commissioner Sykes, moved to excuse the absence of Vice Mayor Knott. With a voice vote the motion passed.

Communications

An opportunity was given for miscellaneous communications, but no communications were offered.

Neighborhood
Communications

Neighborhood communications were received next.

Representatives from the following neighborhood associations were present and addressed the City Commission:

Northside Association for Community Development

Mildred Smith, President
Mattie Jordan-Woods, Executive Director

Oakwood Neighborhood Association

Marcia Wallace, President
Cheryl Lord, Executive Director
Christopher Bovid, President of the Woods Lake Association

Northside
Association for
Community
Development

The Northside Association for Community Development (NACD) representatives:

- reported on the mixed use development project at Park and North Streets including the partnerships involved and opportunities for jobs and job training associated with the project.
- distributed and reviewed a site plan of the Park/North Street project and a document entitled *FY 2018 Income Limits Documentation System*.
- stated NACD had raised \$900,000 of \$1.4 million for property acquisition and noted a restaurant, the former Harper Funeral Home, and two auxiliary structures had already been purchased.

- highlighted recent updates to the Association's communication tools, including a new website and e-newsletter, and stated The Underground was providing content for these new tools.

Northside Association
for Community
Development (cont'd)

The Oakwood Neighborhood representatives:

- distributed and reviewed copies of the September/October edition of the *Oakwood Times Newsletter*.
- reported the Association had benefited from 5,333 volunteer hours thorough September with a value of \$55,000.
- stated the Association was using Community of Christ Church on Amherst Avenue to host the after school program.
- indicated the Trunk or Treat event on October 27th would be the last opportunity for residents to review and comment on the proposed Oakwood Neighborhood Plan.
- reported the Association's annual capital campaign would take place in November, and the Holiday Party would happen on December 9th.
- stated the Association was working with the Parks and Recreation and Community Planning and Economic Development Departments to upgrade the McDivitt Tot Lot in 2019.
- reported there were disagreements between the Association and the City over the neighborhood's boundaries.

Oakwood
Neighborhood
Association

In response to a question from Commissioner Urban, Mr. Bovid stated the Oakwood Neighborhood boundaries had been included in the Association's Articles of Incorporation since the 1940's, and he explained that people who lived on the east side of Oakland Drive considered themselves part of Oakwood.

Regarding the proposed sale of City-owned parcels on Oakland Drive to Consumers Credit Union, Mr. Bovid reported the credit union gave a good presentation to the adjacent neighborhood associations. Mr. Bovid stated the neighborhoods agreed the City should sell this property, and the site needed to be developed. Mr. Bovid stated the credit union agreed to work on the aesthetics of the development, but the neighborhoods still had concerns about the placement of the drive-through lane, the site plan review process, and environmental contamination on the property. Mr. Bovid stated the neighborhoods did not want retaining walls on the site or physical supports going into the hillside. Mr. Bovid stated the neighborhoods wanted to ensure the credit union did things right when they cleaned up the site. Mr. Bovid expressed opposition to language in the purchase agreement requiring tentative site plan approve prior to closing on the property.

City Manager Ritsema reported the following language had been added to the business meeting agenda regarding the sale of the Oakland Drive properties: "...and direct the City Manager to work with the Purchaser

Oakwood
Neighborhood
Association (cont'd)

and the adjoining neighborhoods to incorporate the recommendations of the 'Joint Statement of Adjoining Neighborhoods' (dated October 12, 2018) into the tentative and final site plan review process prior to construction, to the extent permitted by law."

Mr. Bovid stated there were some concerns that the last phrase in the agenda language – "to the extent permitted by law" – could be used as a loophole. Mr. Bovid stated he would like the credit union to be forced to engage property owners and neighborhoods early in process. Mr. Bovid stated he might recommend an ordinance amendment to require community engagement prior to a developer applying for site plan approval.

Commissioner Urban stated full transparency about land transactions could be difficult because making knowledge public could drive up costs. Commissioner Urban stated there needed to be an expectation of developers for transparency and engagement with property owners and neighborhood associations.

Citizen Comments

When an opportunity was given for citizen comments, the following people addressed the City Commission:

Alan Loveridge, non-resident, offered suggestions for addressing the needs of homeless people. A copy of Mr. Loveridge's written remarks were filed with the papers for this meeting.

Commissioner
Comments

An opportunity was given for miscellaneous comments by City Commissioners, but no comments were offered.

Adjournment

The meeting adjourned at 6:39 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on November 5, 2018

Approved by: _____

Bobby J. Hopewell, Mayor
Dated: November 5, 2018

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Roll Call

A regular meeting of the Kalamazoo City Commission was held on Monday, October 15, 2018 at 7:00 p.m. in the City Commission Chambers at City Hall, 241 West South Street.

COMMISSIONERS PRESENT:

Mayor Bobby J. Hopewell
Vice Mayor Erin Knott
David Anderson
Don Cooney
Eric Cunningham
Shannon Sykes
Jack Urban

COMMISSIONERS ABSENT:

None

Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.

Invocation

The invocation, given by Dr. Addis Moore, Mt. Zion Baptist Church, was followed by the Pledge of Allegiance.

Adoption of the Agenda

By unanimous consent the City Commission adopted its meeting agenda as presented.

City Manager Ritsema announced Item F-5, acceptance of a Justice Assistance Grant award, would be removed from the agenda to look at language in the agreement that might be contrary to City policy.

Consent Agenda

Consent Agenda items were presented as follows with a recommendation to approve the items with authorization for the City Manager to sign on behalf of the city:

- approval of a contract with Hurley & Stewart for the preliminary design for the extension of Harrison Street in the amount of \$171,500.

Resolution 18-67

- adoption of a **RESOLUTION** authorizing Public Services Director James J. Baker, P.E. to execute for, and on behalf of, the City of Kalamazoo an application for financial assistance regarding the Parchment PFAS emergency.

Resolution 18-68

- adoption of a **RESOLUTION** scheduling a public hearing to consider an application to amend Industrial Development District No. 95 for Schupan & Sons, LLC.

Resolution 18-69

- adoption of a **RESOLUTION** to scheduling a public hearing to consider an application to establish an Industrial Development District for Schupan & Sons, LLC.
- approval of the following appointments to boards and commissions:
 - the appointment of Joe Bower to the Environmental Concerns Committee for a term expiring on January 1, 2021.

- the appointment of Brandi Crawford to the Environmental Concerns Committee for a term expiring on January 1, 2021.
- approval of the minutes from the City Commission meetings on September 4, September 10, and September 17, 2018.

Commissioner Cunningham, seconded by Commissioner Urban, moved to approve the consent agenda requests and authorize the City Manager to sign all documents on behalf of the City.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

Regular Agenda items were considered next.

Andrew Haan, Executive Director of Downtown Kalamazoo Partnership (DKP), Rebecca Kik, Community Planning and Economic Development Director, and Jennifer Jelenek, Vice President for Business Development at DKP, delivered a PowerPoint presentation entitled *Kalamazoo Downtown Economic Growth Authority*. A copy of the presentation was filed with the papers for this meeting.

In response to questions from Commissioner Anderson, Mr. Haan stated the DEGA Tax Increment Financing (TIF) Plan would work the same way as the Downtown Development Authority (DDA) TIF Plan. Mr. Haan explained that most of the affected taxing units other than the City were countywide taxing units, the impact of the TIF Plan on those taxing units would be small. Mr. Haan stated a TIF Plan for a Corridor Improvement Authority like the DEGA would have the same effect as a Brownfield Plan, but on a district basis rather than a parcel basis. Mr. Haan noted the City of Kalamazoo was the first jurisdiction in the state to utilize a Corridor Improvement Authority.

When an opportunity was given for citizens to comment on a resolution to create the Kalamazoo Downtown Economic Growth Authority (DEGA), appoint members to the DEGA Board and approve bylaws, the following people addressed the City Commission:

The following people expressed support for creation of the DEGA:

Greg Ayers, CEO of Discover Kalamazoo
 Andy Widner, owner of Spirit Kalamazoo
 Mike Collins, Executive Vice President of Kalamazoo Valley Community College
 Brian Pittelko, City resident
 Cecilia Root, Co-President of the Downtown Kalamazoo Restaurant and Retailers Association
 Kevin Staten, City resident and employee of Food Dance Cafe
 Dean Hauck, owner of The Michigan News Agency

Consent Agenda
(cont'd)

Regular Agenda

Resolution 18-70
 Creating the
 Kalamazoo Downtown
 Economic Growth
 Authority (KDEGA)

Resolution 18-70
Creating the
Kalamazoo Downtown
Economic Growth
Authority (KDEGA)
(cont'd)

Patti Owens, downtown stakeholder
Carl Brown, City resident and downtown business owner
Jeff Breneman, City resident
Robert Cinabro, City resident
Bob Lewis, downtown business owner
Jack Hopkins, non-resident

Michael Rizor, City resident, expressed opposition to the creation of the DEGA.

Janette Evans, non-resident, stated downtown development would result in increasing costs. Ms. Evans urged leaders to make the whole community look like downtown and to make sure more minority people were involved.

Carl Wiseman, City resident, asked how new growth and development would help people who had been displaced by development. Mr. Wiseman stated the downtown should be for everyone, but it seemed that development would only benefit people with money.

Bishop Dennis Tillman, City resident, spoke about the need for the downtown to be open for everyone.

Rhonda Stewart, City resident, spoke about the stigmatism of homelessness. Ms. Stewart stated development made people homeless, and creating a beautiful City did not help people pay their bills. Ms. Stewart stated abandoned buildings should be used for the homeless.

Ricky Woolfolk, City resident and an encampment resident, asked if downtown development would benefit the whole City or individual people. Mr. Woolfolk stated community leaders needed to make better decisions on how money was spent.

Commissioner Sykes, seconded by Commissioner Urban, moved to adopt a RESOLUTION to create the Kalamazoo Downtown Economic Growth Authority (DEGA), appoint members to the DEGA Board and approve bylaws.

Prior to a vote on the motion, Commissioner Sykes expressed support for creation of the DEGA and urged people to keep working on the issue of diversity. Commissioner Sykes stated she was glad the conversation had been started and indicated there was a lot of work to do.

Commissioner Anderson explained the DEGA was a tool created by state statute to help urban communities. Commissioner Anderson remarked on the history of the relationship between downtown organizations in Kalamazoo, and he gave credit to Mr. Haan, his staff, and City staff for creating a new atmosphere for the discussion of development in the downtown area. Commissioner Anderson commented on the recent bankruptcy of Sears and the renewed acknowledgment that downtowns were important.

Commissioner Urban remarked on importance of the Citizen Coalitions and stated he wanted to serve on the Coalitions but would not because he would not contribute to diversity.

Commissioner Cunningham stated a policy was only as good as the people who executed it. Commissioner Cunningham reported he had reached out to small businesses, and no one had anything bad to say about the proposed DEGA. Commissioner Cunningham urged stakeholders to hold the system accountable for engagement, diversity, and inclusion.

Commissioner Cooney expressed support for the DEGA and expressed hope that this new structure for downtown development would create a rich, vibrant culture in the City. Commissioner Cooney remarked on the need to be more inclusive and highlighted the Kalamazoo Public Library as an inclusive organization.

Commissioner Sykes urged developers and businesses to consider the source of their hires and offer opportunities to City residents.

Mayor Hopewell asked people who needed jobs and people who were hiring for jobs to raise their hands, and he encouraged them to connect with each other.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

City Manager Ritsema provided the following reports and updates:

- Departmental Reports and Project Updates
- September 2018 Purchases

City Manager Ritsema reported on the homelessness work group and stated smaller, specific-focus work groups had met the week of October 1st. City Manager Ritsema stated the next steps were sharing and validating what was learned in the first work group meetings and validating what was suggested for short- and medium-term actions. City Manager Ritsema indicated additional conversations would be convened over the next two weeks, and details would be provided to participants, the City Commission, and on the City's website. City Manager Ritsema reported City staff had conducted outreach with persons experiencing homelessness in Martin Luther King, Jr. Park, and an event was planned for October 25th to create opportunities for increased involvement of persons experiencing homelessness to shape solutions and immediate next steps.

In response to a question from Commissioner Sykes, City Manager Ritsema stated information about the meetings over next two weeks would be sent to everyone on the list.

Resolution 18-70
Creating the
Kalamazoo Downtown
Economic Growth
Authority (KDEGA)
(cont'd)

City Manager's Report

City Clerk's Report

City Clerk Borling reported absentee ballots for the November 6th election were available, and he recommended that people who had requested ballots but had not received them contact the City Clerk's Office.

In response to a question from Commissioner Anderson, City Clerk Borling explained a first class stamp was all that was needed for the postal service to deliver an absentee ballot to the Clerk's Office, but he noted a person would be charged for more than a first class stamp if they took their ballot to the post office and had them weigh the envelope.

Unfinished Business

Items of Unfinished Business were considered next.

Approval of the Sale
of 3120 and 3122
Oakland Drive

In response to a question from Mayor Hopewell, City Attorney Robinson noted the sale of City property required two considerations by the City Commission, and this was the second consideration for the proposed sale of 3120 and 3122 Oakland Drive. City Attorney Robinson explained the City was required to sell property for its fair market value, and the City Assessor performed a market analysis to determine that value.

When an opportunity was given for citizens to comment on the sale of the City-owned lots at 3120 and 3122 Oakland Drive to Consumers Credit Union for \$15,000, the following people addressed the City Commission:

Scott Sylvester, a representative from Consumers Credit Union, spoke in support of the proposed sale. Mr. Sylvester stated the credit union purchased five parcels at the corner of Oakland and Parkview in 2016 and had worked with the Community Planning and Economic Development Department to develop a basic site plan. Mr. Sylvester reported he met with representatives from the adjacent neighborhoods the previous week and reviewed the site plan. Mr. Sylvester stated the credit union had reached out to the Oakland/Winchell neighborhood representatives in July and noted the lack of engagement with the Woods Lake Association at that time was an oversight. Mr. Sylvester stated a baseline environmental assessment had been filed, but the credit union had not yet engaged engineering services for a full site plan. Mr. Sylvester described the various impairments on the City-owned parcels and asked the City Commission to approve the sale.

Vice Mayor Knott, seconded by Commissioner Anderson, moved to approve the sale of the City-owned lots at 3120 and 3122 Oakland Drive (Parcel nos. 06-29-474-012 and 06-29-474-011) to Consumers Credit Union for \$15,000; and direct the City Manager to work with the Purchaser and the adjoining neighborhoods to incorporate the recommendations of the "Joint Statement of Adjoining Neighborhoods" (dated October 12, 2018) into the tentative and final site plan review process prior to construction, to the extent permitted by law.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

Next, when an opportunity was given for general citizen comments, the following people addressed the City Commission:

Citizen Comments

The following people spoke about issues related to homelessness:

Carl Wiseman, City resident
Faith Vlietstra, City resident
Chris Wahmhoff, City resident
Bishop Dennis Tillman, City resident
Michael Rizer, City resident
Rodger Jimenez, City resident
Peter Battani, City resident
Janette Evans, City resident
Michael Doyle, City resident
Zachary Lassiter, City resident
Rhonda, City resident

Michael Hewitt, City resident, spoke about various issues including his absent voter ballot, the DEGA and Northside Cultural Business District Authority, and homelessness.

Eugene Strong, non-resident, thanked the City for removing Fountain of the Pioneers, remarked that the City had not addressed the burial mound in Bronson Park, and suggested the City to look into the real meaning of Thanksgiving.

Linda Cypret-Kilbourne, non-resident, thanked the City Commission for removing the Fountain of the Pioneers and establishing Indigenous Peoples' Day. Ms. Cypret-Kilbourne asked about the Indigenous Peoples' Day event that was supposed to happen and stated the City still needed to address the burial mound in Bronson Park. Ms. Cypret-Kilbourne commented on the issue of homelessness.

Finally, an opportunity was given for miscellaneous comments and concerns of City Commissioners.

Commissioner Sykes discussed a new law in Hungary that banned "rough sleeping" (homelessness) and stated enforcement of that law was not much different than what the City did to the Bronson Park encampment. Commissioner Sykes stated it was starting to get cold, and there were no solutions to address homelessness. Commissioner Sykes asked about properties owned by the City or the Kalamazoo County Land Bank that could be used by members of the Bronson Park encampment. Commissioner Sykes stated the problem was not going away and reported that activists were banding together and getting organized and trained. Commissioner Sykes spoke about the loss of Glen Arbor. Commissioner Sykes read a list of things she was grateful for and stated the Bronson Park encampment gave her a new understanding of what community and collectivism looked like.

The meeting adjourned at 9:28 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on November 5, 2018

Approved by: _____
Bobby J. Hopewell, Mayor
Dated: November 5, 2018

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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

DATE: 10/10/2018

SUBJECT: Sale of City owned lot at 1109 N. Park Street

RECOMMENDATION

It is recommended that the City Commission approve the sale of 1109 N. Park Street to Jesus Rodriguez-Reyes and Leticia Rodriguez-Medina for \$120.00 and authorize the City Manager to sign all related documents.

BACKGROUND

This vacant lot is 66 feet in width with a depth of 99 feet. It was purchased through the delinquent tax reversion process of the state. The dilapidated dwelling was demolished in November of 2015. The lot is now vacant and will be combined with the developed property at 1113 N. Park 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. The Purchase Agreement was signed by Mr. and Mrs. Rodriguez on June 14, 2018.

POLICY CONSIDERATIONS

This sale is consistent with Complete Neighborhoods goals and having currently vacant lots back into use by residents.

COMMUNITY RESOURCES CONSULTED

Imagine Kalamazoo and Strategic Vision documents to be consistent with Master Plans and Neighborhood Plan goals.

FISCAL IMPACT

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

ALTERNATIVES

The City Commission may elect to deny the request to sell 1109 N. Park 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 JESUS RODRIGUEZ-REYES and LETICIA RODRIGUEZ-MEDINA, husband and wife, whose address is 1113 North Park Street, Kalamazoo, Michigan 49007 ("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 vacant parcel of real estate from the State of Michigan, identified as Parcel No. 06-15-106-020, with the address of 1109 North Park 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 1113 North Park 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 RM 36 zoning district and covers approximately .106 acres. The legal description for the Property is as follows:

Part of Lots 17 and 20 in the George Thomas Clark's Addition to the City of Kalamazoo more fully described as follows: Commencing at the northeast corner of Lot 20; thence Westerly along the north line of Lots 20 and 17 to a point 1 rod West of the northeast corner of Lot 17; thence South to a point 78 feet North of the north line of Norway Avenue; thence East 41 feet; thence North 7 feet; thence East to the west line of Park Street; thence North along the west line of Park Street 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 1113 North Park 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:

Jesus Rodriguez-Reyes or Leticia
Rodriguez-Medina
1113 N. Park St.
Kalamazoo, MI 49007

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: 6-14, 2018

City of Kalamazoo

By: _____

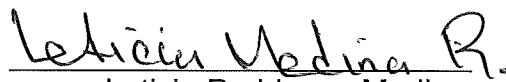
James K. Ritsema

Its: City Manager

Dated: December __, 2018

Purchaser


Jesus Rodriguez-Reyes


Leticia Rodriguez-Medina

Prepared by:

John W. Kneas

Assistant City Attorney

241 W. South Street

Kalamazoo, MI 49007-4707

(269) 337-8185

K:Attydocs\JOHN\1109N.Park-Purch.Agmt.

08/04/16

Re 6.11.18 PCE



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: Christina Anderson, City Planner

DATE: 10/16/2018

SUBJECT: Northside Cultural Business District Authority

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to create the Northside Cultural Business District Authority.

BACKGROUND

The Northside Neighborhood recently finished its Neighborhood Plan. Building on the previous planning efforts of the neighborhood, it includes actions to make the previously designated Northside Cultural Business District an active, mixed-use area to support the commercial and residential needs of the Northside residents. Focusing on economic development, the plan aims to support the expansion of resident-owned businesses, especially those by African Americans and low income residents. One tool detailed in the Northside Neighborhood Plan to support this goal is the use of a Corridor Improvement Authority.

A Corridor Improvement Authority is a tool granted by the State of Michigan for a City's use. It is designed to assist with funding improvements and supporting development in commercial corridors outside of downtown areas. It is administered similar to a Downtown Development Authority (DDA). The proposal before the Commission and the public to consider this evening is the establishment of an Authority, hereafter to be known as the Northside Cultural Business District Authority (NCBDA). The proposed boundaries are roughly Westnedge to the west, Frank Street to the north, the Kalamazoo River to the East, and Willard to the South plus the rights-of-way of Westnedge and Burdick Streets between Prouty and Frank Street. The boundary roughly follows that of the previously established Northside Cultural Business District, with the addition of the lots between North and Frank Streets. See the included map for the exact boundaries.

If established, a Board to manage the Authority will be created. Membership for the board is appointed by the Mayor. The City will work with the Northside Association for Community Development (NACD) and the Northside neighborhood to establish the Board that will direct the Authority's priorities. The State of Michigan lays out specific parameters for an Authority Board.

1. The Board can be comprised of 5 to 9 members; the City Attorney has recommended that this Board be

comprised of at least seven members.

2. The members are named by the Mayor with approval of the City Commission.
3. The Mayor or his designee is one of the members.
4. A majority of board members must either own property or have a business interests within the Authority.
5. At least 1 member must reside within the Authority boundary or within a 1/2 mile of it.

The Northside Neighborhood Plan goes a step further to set additional goals for the Authority's board. It recommends to the Mayor that candidates who both live on the Northside and own property or that have business interests within the Authority area be prioritized.

Once created, the board will work to create by-laws and confirm plans and priorities for the Authority. The State gives such board the ability to establish a tax increment financing (TIF) plan, create special assessments, issue revenue bonds, enter in contracts, acquire property, and create plans to achieve its goals. If the board wants to establish a TIF Plan, it will require City Commission review and approval

POLICY CONSIDERATIONS

The establishment of the NCDDBA aligns with the City's Master Plan, Strategic Vision, and the Northside Neighborhood Plan. It is a meaningful tool that will help the Northside realize its vision for the Northside Cultural Business District. The establishment of an Authority is an example of the types of partnerships between the City and its neighborhood envisioned in Imagine Kalamazoo. The City will remain involved with the Authority as it develops a plan to achieve its priorities and as the priorities are realized

COMMUNITY RESOURCES CONSULTED

The development of the Northside Cultural Business District Authority was discussed during the neighborhood planning process in spring 2018, which included four neighborhood meetings (April, May, and two in June). The resulting Plan and its recommendation to consider tools such as a Corridor Improvement Authority were reviewed and approved through a public hearing by the Planning Commission on August 2, 2018, and the City Commission on September 4, 2018.

In addition to these discussions, a resolution of intent to establish an Authority was approved by this body in July and the Authority was presented and discussed at a public hearing on September 4. Comments at the public hearing were overwhelmingly in support. In October, City staff and Mattie Jordon-Woods (NACD) presented the Authority concept to the Kalamazoo County Commission.

Information on the Northside Neighborhood Plan and the proposed Authority is available online at: <http://www.imaginekalamazoo.com/projects/> for more information.

FISCAL IMPACT

The establishment of this Authority is intended to have a positive economic impact on the Northside by supporting both new and existing businesses. The costs of creating the Authority are staff's time to assist in its creation and management.

The creation of an Authority or a future TIF plan do not change the quantity of taxes collected. A TIF Plan, however could impact how the taxes collected are used, as some percentage is diverted to be utilized within the Authority boundary.

ALTERNATIVES

The City Commission could opt to not approve the resolution to establish the Authority. This would contradict the Commission's recent actions to approve the Northside Neighborhood Plan, which specifically called for the establishment of the Authority.

ATTACHMENTS:

Type	Description
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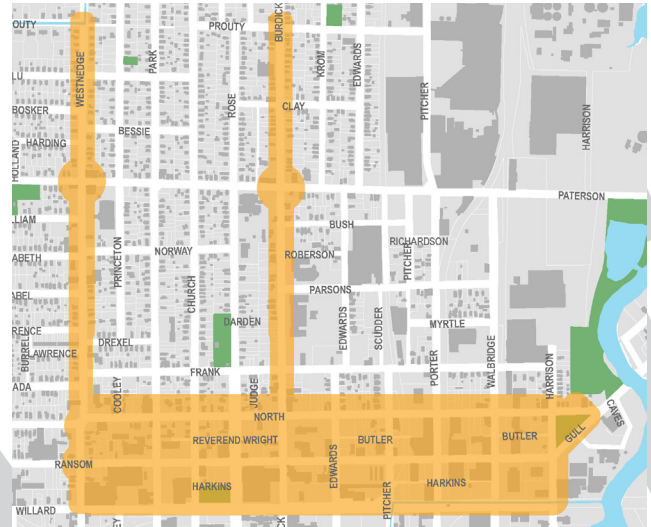
- | | |
|----------------|----------------------------------|
| ▣ Aerial Photo | NCBD & NCBD-Authority Boundaries |
| ▣ Aerial Photo | Resolution Approving NCBDA |

Updating the Neighborhood Plan

Action: Northside Cultural Business District

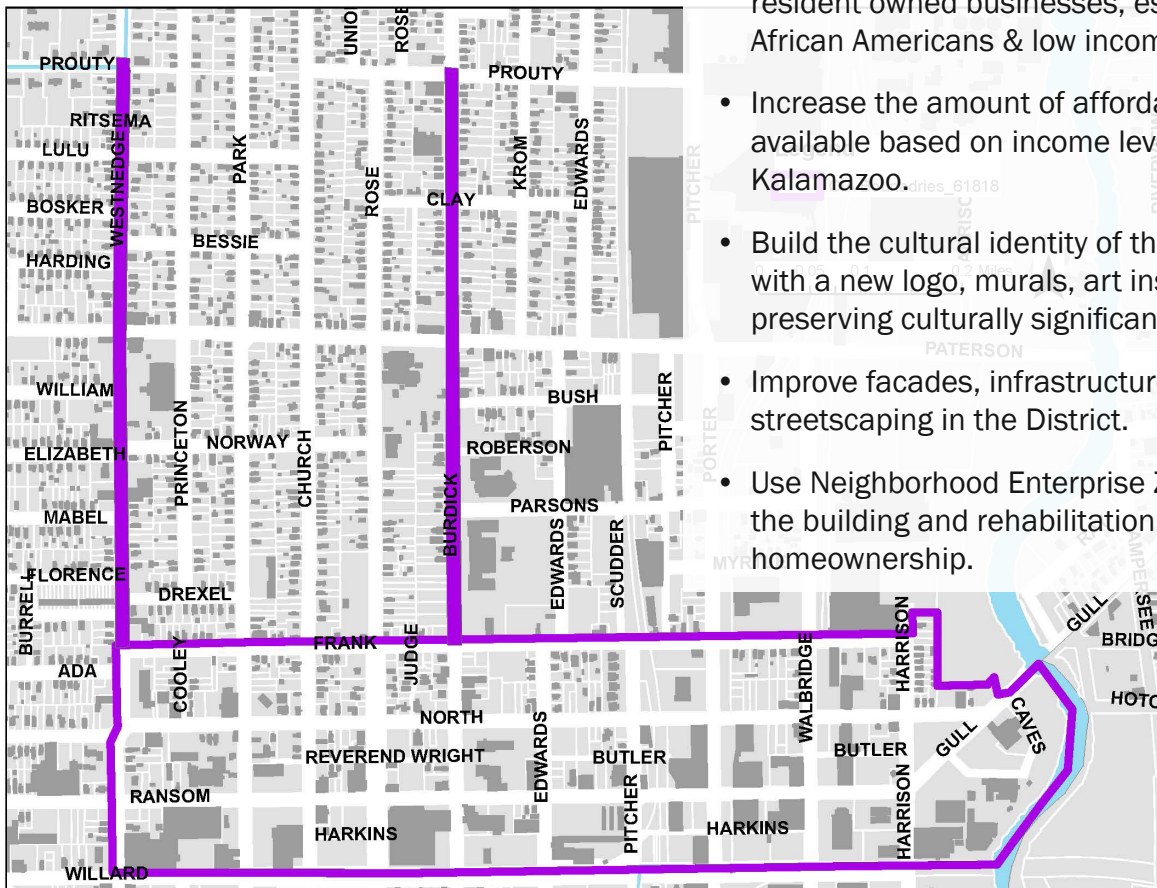
Authority

The Northside Cultural Business District Authority (NCBDA) will use financial incentives funded through the Authority Board to implement the plan strategies. Below are listed the priorities from the community that will be funded.



Northside Cultural Business District

Proposed Authority Boundaries



Authority Priorities

- Financial incentives to increase the number of resident owned businesses, especially those by African Americans & low income residents.
- Increase the amount of affordable housing available based on income levels in the City of Kalamazoo.
- Build the cultural identity of the neighborhood with a new logo, murals, art installations, and preserving culturally significant places.
- Improve facades, infrastructure, sidewalks, and streetscaping in the District.
- Use Neighborhood Enterprise Zone to support the building and rehabilitation of affordable homeownership.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE NORTHSIDE CULTURAL BUSINESS DISTRICT AUTHORITY AND DESIGNATING THE BOUNDARY THEREOF

Minutes of a regular meeting of the City Commission of the City held on November 5, 2018, at or after 7:00 p.m., local time, at City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, pursuant to the Corridor Improvement Authority Act, being Public Act 280 of 2005, the City Commission adopted resolution 18-41 on July 16, 2018 expressing its intention to create the Northside Cultural Business District Authority (“Authority”) so as to redevelop its commercial corridors and promote local economic growth; and

WHEREAS, a public hearing on the creation of the Authority was held at the September 4, 2018 regular meeting of the City Commission following notice as required by §6 of the Act, MCL 125.2876, and 60 days having elapsed since that public hearing; and

WHEREAS, the City Commission determines that the creation of a corridor improvement authority in the Northside neighborhood is necessary and in the best interest of the public so as to redevelop its commercial corridors and in particular to create business opportunities for residents of the neighborhood, and to promote the general economic growth of the City;

NOW THEREFORE BE IT RESOLVED:

1. The Northside Cultural Business District Authority is created by this City Commission as a corridor improvement authority pursuant to Public Act 280 of 2005 (“Act”).
2. The boundaries of the Authority are established as:

Commencing at the intersection of the westerly right-of-way line of South Westnedge Avenue with the northerly boundary of the Norfolk Southern Railway right-of-way; thence **EASTERLY** along the northerly boundary of the Norfolk Southern Railway right-of-way to its intersection with the center line of the Kalamazoo River; thence running downstream and **NORTHERLY** along the centerline of the Kalamazoo River to its intersection with the northerly right-of-way line of Gull Road; thence **SOUTHEASTERLY** along the northerly right-of-way line of Gull Street to the west property line of 669 Gull Road known as Verburg Park;

thence running NORTHERLY, WESTERLY and NORTHERLY along the property lines of 669 Gull Road, Verburg Park, to its intersection with the northerly property line of 808 Harrison; thence WESTERLY along the northerly property line of 808 Harrison to the easterly right-of-way line of Harrison Street; thence NORTHERLY along the easterly line of Harrison Street to the north end of the public right-of-way of Harrison Street, being the southerly property line of 809 Harrison Street; thence WESTERLY along the north end of Harrison Street to the westerly right-of-way line of Harrison Street; thence SOUTHERLY along the westerly right-of-way line of Harrison Street to the northerly right-of-way line of Frank Street; thence WESTERLY along the northerly right-of-way line of East Frank Street to the easterly right-of-way line of North Burdick Street; thence NORTHERLY along the easterly right-of-way line of North Burdick Street to the southerly right-of-way line of East Prouty Street; thence WESTERLY along the southerly right-of-way line of Prouty Street to the westerly right-of-way line of North Burdick Street; thence SOUTHERLY along the westerly right-of-way line of North Burdick Street to the northerly right-of-way line of West Frank Street; thence WESTERLY along the northerly right-of-way line of West Frank Street to the easterly right-of-way line of North Westnedge Avenue; thence NORTHERLY along the easterly right-of-way line of North Westnedge Avenue to the southerly right-of-way line of West Prouty Street; thence WESTERLY along the southerly right-of-way line of West Prouty Street to the westerly right-of-way line of North Westnedge Avenue; thence SOUTHERLY along the westerly right-of-way line of North Westnedge Avenue to the northerly boundary of the Norfolk Southern Railway right-of-way and the point of beginning.

3. The Authority acting in accordance with the Open Meetings Act, MCL 15.261 et seq., may exercise all powers, granted by § 11 of the Act, MCL 125.2881.

4. The City Clerk is directed to file a copy of this Resolution with the Michigan Secretary of State and publish a copy in a newspaper of general circulation in the City.

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



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Laura J Echtnaw, Legal Secretary

DATE: 10/8/2018

SUBJECT: Allied Paper/Portage Creek/Kalamazoo River Superfund Site: Administrative Settlement Agreement and Order on Consent

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to approve the Administrative Settlement Agreement and Order on Consent ("Agreement") with the United States Environmental Protection Agency, Region 5 ("EPA") and the United States Department of Justice ("DOJ"), regarding that portion of the Allied Paper/Portage Creek/Kalamazoo River Superfund Site located in the City with the EPA and DOJ, and authorize the City Manager, or his designee, to sign the Agreement and any further documents associated with the Agreement and the City's responsibilities under it.

BACKGROUND

In 1990 EPA declared the Allied Paper/Portage Creek/Kalamazoo River as a Superfund site. The portion of the Allied Superfund Site covered under the Agreement is commonly known as the Allied Paper Landfill and identified in the Agreement as Operable Unit 1 ("OU1"). Besides OU1 the Agreement covers the former Panelyte site that is currently owned by the State of Michigan Land Bank, which has agreed to sell Panelyte to the City of Kalamazoo Brownfield Redevelopment Authority ("BRA").

Discussions on the cleaning up the PCB contamination on OU1 have occurred over many years. The bankruptcy settlement of Lyondell Chemical Company ("Lyondell") the parent company of Millennium Holdings – the most recent owner of OU1 – was reached in 2010, and the Lyondell Environmental Custodial Trust ("Trust") was established to hold funds towards clean-up of OU1. (Currently, there is approximately \$41 million dollars in the Trust.) EPA will provide through its own funding sources or by requiring any of the principal responsible parties for the contamination to contribute the additional funds.

Since the bankruptcy EPA (and the City) received community input on the various ways to clean-up OU1, from total removal of all contaminated material to just capping those areas of contamination. Total clean-up, while the City's preferred option, would have significantly exceeded the funds held by the trust. And only capping the contaminated areas was not supported by the City, the community and any of the citizen groups interested in the clean-up efforts. Further, the City's Portage Creek Corridor Reuse Plan envisioned a clean-up effort that would support eventual redevelopment of portions of OU1; reflected in more detail in Imagine Kalamazoo 2025.

Following significant public input from the citizens and the City, the EPA signed a Record of Decision ("ROD") on September 21, 2016 for OU1. The ROD requires, among other things, (i) the excavation, consolidation and capping of materials contaminated with hazardous substances, pollutants or other contaminants; (ii) maintenance

of the capped area; (iii) control of groundwater and surface water; and (iv) imposition and monitoring of institutional controls. The ROD addresses contaminated property currently located on Panelyte as well as contaminated materials located on the other parts of OU1. Under the ROD potential redevelopment can occur on approximately 20 acres of OU1 and the area for the capped contaminated soils may allow for passive recreational uses. EPA has undertaken the required process to develop and implement the Remedial Design Plan ("RDP") for OU1, including the southern area of Panelyte for placement of contaminated materials as noted in Appendix 1 of the Agreement.

The Agreement represents a unique arrangement for EPA in its efforts to clean up and redevelop Superfund sites. In that regard, the City (and BRA subsequent to purchase of Panelyte) will be proactive in those efforts, summarized as follows:

- Work with the Trust and EPA in implementing the Remedial Design Plan by developing a traffic management plan to assist in the transportation of the contaminated soils removed from OU1;
- Submit to EPA a plan to implement, maintain and enforce the institutional controls prior to and after work on the RDP has begun;
- At request of EPA assist in any future community involvement activities in order to keep public apprised of the activities related to RDP;
- Submit annual and 5-years reviews to EPA regarding the whether the remedial actions under the ROD continue to protect human health and the environment as required under Federal laws and regulations;
- Permit the usage of the Panelyte site as considered necessary for the implementation of the RDP, to include clearing areas on the property and conducting other site preparation activities;
- A covenant not to sue or take any administrative action by the United States against either the City or BRA for any of the existing contamination on OU1 or the Panelyte subject to City/BRA compliance with the Agreement and performance of due care activities; and
- Record a notice to advise any future owner that obtains an interest in a portion of Panelyte or OU1 of the remedial action under the ROD that may impact the use of the property.

COMMUNITY RESOURCES CONSULTED

Besides the public input EPA and the City has received during the public comment process regarding OU1, city staff over a 4-year period regularly met with representatives from the State of Michigan, EPA and bankruptcy trustees to discuss: (i) the complex issues involved with the remediation and redevelopment of OU1; (ii) the importance of acquiring Panelyte (BRA began those discussions in 2011) and what role Panelyte may have in the remediation of OU1; (iii) the City's role in monitoring OU1 after the implementation of the Remedial Design Plan; and (iv) the requiring Lyondell to fund the additional cost (over what is in the Trust). To assist the City and BRA in reaching the Agreement, the City retained the services of Grant Gilezan, an expert in environmental law and negotiating with EPA. His counsel, with input from city staff, has resulted in the recommendation to approve the Agreement.

BRA is scheduled to adopt a resolution to approve the Agreement on October 18, 2018, with the completion of the purchase of Panelyte (the cost of which to BRA is \$1.00 plus the recording and closing fees) following the signatures of the EPA and U.S. Department of Justice.

FISCAL IMPACT

The potential direct and indirect financial impact following the remediation and redevelopment of OU1 and Panelyte – while difficult to estimate – will certainly have a positive impact over the current unusable condition of these sites.

The activities the City will undertake in its responsibilities under the Agreement will not negatively impact the General Fund and are estimated as within the capabilities of the various departments charged with providing those activities.

ALTERNATIVES

The City Commission could decline to adopt the resolution, but this action is not recommended.

ATTACHMENTS:

	Type	Description
▣	Resolution	Approval Resolution
▣	Agreement	Administrative Settlement and Order on Consent
▣	Map	Appendix 1: Description of Property
▣	Map	Appendix 2: Map

CITY OF KALAMAZOO

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE
ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT**

Minutes of a regular meeting of the City of Kalamazoo held on November 5, 2018, at 7:00 p.m., local time, at the City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution were offered by Commissioner _____, and supported by Commissioner _____.

RECITALS:

- A. In 1990 United States Environmental Protection Agency ("EPA") declared the Allied Paper/Portage Creek/Kalamazoo River as a Superfund site. The portion of the Allied Superfund Site covered under the Administrative Settlement Agreement and Order on Consent ("Agreement") is commonly known as the Allied Paper Landfill and identified in the Agreement as Operable Unit 1 ("OU1").
- B. Discussions on the cleaning up the PCB contamination on OU1 have occurred over many years. Those discussions intensified when the bankruptcy settlement of Lyondell Chemical Company ("Lyondell"), the parent company of the most recent owner of OU1, was reached in 2010.
- C. EPA (and the City) has received community input on the various ways to clean-up OU1 from total removal of all contaminated material to just capping those areas of contamination. The costs to implement the proposed remedies varied significantly; and considering the approximate \$41 million dollars currently held

by the Lyondell Environmental Custodial Trust, the City's preferred total clean-up remedy significantly exceeded those funds.

- D. EPA signed a Record of Decision ("ROD") on September 21, 2016 for OU1. The ROD requires, among other things, (i) the excavation, consolidation and capping of materials contaminated with hazardous substances, pollutants or other contaminants; (ii) maintenance of the capped area; (iii) control of groundwater and surface water; and (iv) imposition and monitoring of institutional controls.
- E. City administration has reviewed the Agreement and recommended the adoption of this resolution to approve the Agreement.
- F. The acquisition of Panelyte by BRA at a minimal cost is an integral and important part of the Agreement and the control the City and BRA will have on future development of OU1 and Panelyte.
- G. The City Commission has reviewed the Agreement and finds that it serves the best interest of the city, the region and their citizens.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The Administrative Settlement Agreement and Order on Consent with the United States Environmental Protection Agency, Region 5 and the United States Department of Justice is approved.

2. The City Manager, or his designee, is authorized to sign the Administrative Settlement Agreement and Order on Consent and any other related documents contemplated by or necessary for the implementation of the agreement.

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 November 5, 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

Drafted by:

Clyde J. Robinson
City Attorney
241 W. South Street
Kalamazoo, MI 49007

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 5
AND
UNITED STATES DEPARTMENT OF JUSTICE

IN THE MATTER OF:

Allied Paper/Portage Creek/
Kalamazoo River Superfund Site
Operable Unit 1
Panelyte Property

City of Kalamazoo, Michigan;
City of Kalamazoo
Brownfield Redevelopment Authority

Respondents

Proceeding Under the Comprehensive
Environmental Response, Compensation,
and Liability Act, 42 U.S.C. §§ 9601–9675

CERCLA Docket No. _____

**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Settlement is entered into voluntarily by Parties and it provides for the performance of response actions at or in connection with the Property, which is located adjacent to portions of OU1 of the Site and is in part contaminated with hazardous substances, pollutants or contaminants resulting from OU1.

2. This Settlement is entered into pursuant to CERCLA and the authority of the Attorney General to compromise and settle claims of the United States.

3. EPA has notified the State of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. Purchaser represents that it has met, and Purchaser and City represent that they will continue to meet, the provisions of Section 101(40) of CERCLA, 42 U.S.C. § 9601(40), and Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), during the Purchaser's ownership of the Property. In view of the nature and extent of the Work to be performed under this Settlement, and the risk of claims under CERCLA being asserted against Purchaser and the City as a consequence of the City's or the Purchaser's activities pursuant to this Settlement, one of the purposes of this Settlement is to resolve, subject to the reservations and limitations contained in Section XVIII (Reservations of Rights by United States), any potential liability of Purchaser and the City under CERCLA for the Existing Contamination as defined by Paragraph 9 below.

5. EPA, the City and the Purchaser recognize that this Settlement has been negotiated in good faith and that the Work undertaken by the City and the Purchaser in accordance with this Settlement does not constitute an admission of any liability. The City and the Purchaser do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the statement of facts and determinations in Sections IV (Statement of Facts) and V (Determinations) of this Settlement. The City and the Purchaser agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

6. This Settlement is binding upon EPA and upon the City and the Purchaser and their successors and assigns. Any change in ownership or corporate status of the City or the Purchaser including, but not limited to, any transfer of assets or real or personal property shall not alter their responsibilities under this Settlement.

7. Each undersigned representative of the City and the Purchaser certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind the City and the Purchaser to this Settlement.

8. The City and the Purchaser shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing the City and the Purchaser with respect to the Property, the Site or the Work, and shall condition

all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Settlement. The City, the Purchaser or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. The City and the Purchaser shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Acquisition Date” shall mean the date upon which the Purchaser acquires the Property located at 2403 S. Burdick, Kalamazoo, Michigan.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“City” shall mean the City of Kalamazoo, Michigan, its departments, agencies and instrumentalities.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXVII.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Existing Contamination” shall mean:

- a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the Effective Date;
- b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date;
- c. any hazardous substances, pollutants or contaminants presently at OU1 that migrate onto or under the Property, or that are brought from OU1 to the Property as part of implementation of the ROD, on or after the Effective Date; and
- d. any hazardous substances, pollutants or contaminants presently at the Property that migrate from the Property on or after the Effective Date.

“MDEQ” shall mean the Michigan Department of Environmental Quality and any successor departments or agencies of the State.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“National Priorities List” or “NPL” shall mean that list of contaminated properties established pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.

“Operable Unit 1” or “OU1” shall mean that portion of the Allied Paper/Portage Creek/Kalamazoo River Superfund Site, including or adjacent to Portage Creek, used to dispose of papermaking wastes, including hazardous substances, from paper mills referred to as the Bryant Mill and/or Monarch Mill, and certain nearby areas to which hazardous substances and/or pollutants or contaminants from those paper mills have come to be located. Appendix 2 depicts OU1.

“Paragraph” shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA, the City and the Purchaser.

“Property” shall mean the property to be acquired by the Purchaser commonly referred to as the Panelyte Property, a property encompassing approximately 22 acres located at 2403 South Burdick in Kalamazoo, Kalamazoo County, Michigan, and more fully described in Appendix 1.

“Purchaser” shall mean the City of Kalamazoo Brownfield Redevelopment Authority, formed under the authority of the Michigan Brownfield Redevelopment Financing Act (Act 381 of 1986), MCL 125.2651 *et seq.*

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the Record of Decision signed by EPA on September 21, 2016 for OU1. The ROD requires, among other things, the excavation, consolidation and capping of materials contaminated with hazardous substances, pollutants or contaminants, maintenance of the capped area, control of groundwater and surface water, and imposition and monitoring of institutional controls. The ROD addresses contaminated property currently located on the Property as well as contaminated materials located on the other parts of OU1.

“RPM” shall mean the Remedial Project Manager assigned by EPA to the Property and OU1.

“Section” shall mean a portion of this Settlement identified by a Roman numeral.

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXVI (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Site” shall mean the Allied Paper/Portage Creek/Kalamazoo River Superfund Site, which is included on the NPL. The Site includes several former paper mills, areas used to dispose of wastes from papermaking operations from those mills and all areas to which hazardous substances and/or pollutants or contaminants from those mills have come to be located. OU1 is managed by EPA as part of the Site.

“SOW” shall mean the Statement of Work which was approved by EPA for the Trust’s implementation of the remedial design regarding the remedy selected in the ROD.

“State” shall mean the State of Michigan.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“Trust” shall mean the Lyondell Environmental Custodial Trust, created pursuant to the bankruptcy settlement in *In re: Lyondell Chemical Company, et al.*, Case No 09-10023 (REG) (Bankr. S.D. NY 2010).

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” shall mean (a) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (c) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

“Work” shall mean all activities and obligations the Purchaser and the City are required to perform under this Settlement except those required by Section I (Record Retention).

IV. STATEMENT OF FACTS

10. The Property is located at 2403 South Burdick in Kalamazoo, Kalamazoo County, Michigan. Currently, the Property is unoccupied but is owned by the State of Michigan Land Bank Fast Track Authority.

11. Various industrial operations occurred in the past on the Property, including but not limited to the production of laminated paper products and laminated surfacing materials. As a result of those activities, the Property became contaminated with hazardous substances, as that term is defined by 42 U.S.C. § 9601(14). The Property is currently included on EPA’s list of contaminated properties contained in the Superfund Enterprise Management System. However, the Property is not on the NPL.

12. In 1990 EPA conducted a removal response action at a portion of the Property. EPA conducted this removal in order to respond to the release or threatened release of polychlorinated biphenyls (PCBs) resulting from transformer leaks in a building in the northern portion of the Property.

13. The Property is bordered on three sides by OU1. OU1 is contaminated with hazardous substances, including PCBs, resulting from papermaking operations. Some of the PCB contamination from those papermaking operations has come to be located on the Property. Road access to large parts of OU1 is currently primarily through the Property.

14. The Property and OU1 are located adjacent to Portage Creek, which is a tributary of the Kalamazoo River. The Bryant Mill Pond was an impoundment on Portage Creek located adjacent to and on the Property and OU1. Beginning in 1998, EPA conducted a removal response action, commonly referred to as the Bryant Mill Pond removal, to respond to certain threats posed by the release or threatened release of PCBs at or from certain portions of OU1 and the Property. In this removal, EPA excavated some of the papermaking wastes, contaminated soils, and sediments at and from certain areas of OU1, including such materials located on the Property, and placed these materials on other areas of OU1 pending a final remedy for OU1.

15. The final remedy for OU1 was set forth in the ROD. The remedial action selected in the ROD addresses contamination on parts of the Property as well as at other areas of OU1 and involves parts of the Property for implementation of the remedy.

16. The Trust is implementing the remedial design for the remedial action selected in the ROD in accordance with the SOW.

17. In performing the Work, the City and the Purchaser will coordinate with the Trust and be involved with actions required to implement the ROD.

18. The City and the Purchaser desire that the Property and OU1 be redeveloped for recreational and/or commercial purposes as part of broader redevelopment efforts for the surrounding area, which is commonly referred to as the Portage Creek Corridor. The City described this redevelopment effort in the May 2009 *Portage Creek Corridor Reuse Plan*. The Purchaser is an instrumentality of the City responsible for implementing the City's redevelopment goals. With respect to the Property and OU1, the City's goals for the redevelopment are to ensure environmental protectiveness at the parcels, to encourage productive reuse, and to incorporate accessibility and economic connectivity with the community. At appropriate times, the City, through the Purchaser, accumulates properties in this area for the Portage Creek Corridor redevelopment, and at this time desires to obtain the Property in order to further its redevelopment effort.

19. The City and the Purchaser represent, and for the purposes of this Settlement EPA relies on those representations, that their involvement with the Property and OU1 has been limited to the following:

a. In 1978, and between 1988 and 1993, the City initiated tax foreclosure proceedings against the Property. The City neither concluded the tax foreclosure process nor took title to the Property.

b. In 1992, the City demolished structures on the Panelyte property under its police powers in order to abate a public nuisance.

c. The City provided sewer services to the Panelyte Property.

d. In 2009 and 2010, under an EPA Brownfield Assessment Grant (BF00E03401-1), Purchaser conducted certain studies related to the Panelyte Property.

V. DETERMINATIONS

20. Based on the Statement of Facts set forth above, and the administrative record, EPA has determined that:

a. OU1 and the Property are each a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at OU1 and the Property, as identified in the Statement of Facts above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. The City and the Purchaser are each a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. The conditions described in the Statement of Facts above constitute an actual or threatened “release” of a hazardous substance from the Property and OU1 as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

e. The response actions required by this Settlement are necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

21. Based upon the Statements of Fact and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that the City and the Purchaser shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. DESIGNATION OF PROJECT COORDINATOR AND REMEDIAL PROJECT MANAGER

22. Within 10 days after the Effective Date, the City and the Purchaser shall designate a Project Coordinator (City Project Coordinator) who shall be responsible for administration of all actions by the City and the Purchaser required by this Settlement and shall submit to EPA the designated City Project Coordinator’s name, title, address, telephone number, email address, and

qualifications. Notice or communication relating to this Settlement from EPA to the City Project Coordinator shall constitute notice or communication to the City and the Purchaser.

23. EPA has designated Michael Berkoff of the Region 5 Superfund Division as its RPM. EPA, the City and the Purchaser shall have the right to change their respective designated RPM or Project Coordinator. The City and the Purchaser shall notify EPA 10 days before such a change is made. The initial notification by the City and the Purchaser may be made orally, but shall be promptly followed by a written notice. EPA may also designate an Alternate RPM. Notice or communication relating to this Settlement from the Purchaser and the City to EPA's RPM shall constitute notice or communication to EPA.

24. The RPM shall be responsible for overseeing the City's and the Purchaser's implementation of this Settlement.

VIII. WORK TO BE PERFORMED

25. The City and the Purchaser shall perform, at a minimum, all actions necessary to implement the Work set forth in this Section. As necessary, the City and the Purchaser will consult with the Trust in performing the Work.

26. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after the City and the Purchaser receive notification from EPA of the modification, amendment, or replacement.

27. **Cooperation with Periodic Reviews**

a. As requested by EPA after initiation of the remedial action for OU1, the City and Purchaser shall submit one or more Periodic Review Support Plan (PRSP(s)) for EPA approval. Each PRSP addresses the actions that the City and the Purchaser shall conduct to support EPA's reviews of whether the remedial action under the ROD is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations (also known as "Five-year Reviews"). The City and the Purchaser shall develop each PRSP in accordance with *Comprehensive Five-year Review Guidance*, OSWER 9355.7-03B-P (June 2001), and any other relevant five-year review guidance. The City and the Purchaser shall implement each approved PRSP.

b. The actions which the City and the Purchaser shall be required to perform under each PRSP shall be limited to the compilation, reporting, review and analysis of data, reports and other information in their possession.

28. **Institutional Controls Implementation and Assurance Plan (ICIAP)**

a. At the same time that the Trust submits the Preliminary (50%) Remedial Design required by the SOW, the City and the Purchaser shall submit the ICIAP described in this Paragraph to EPA for review and approval. The City and the Purchaser shall coordinate with the Trust in the development and submittal of the ICIAP.

b. The ICIAP describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at OU1. The City and the Purchaser shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The ICIAP must include the following additional requirements:

- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights); and
- (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) Survey guidelines and certified by a licensed surveyor.

c. The approved ICIAP shall be incorporated into and enforceable under this Settlement.

d. Beginning in the calendar year after completion of the remedial action under the ROD, the ICIAP shall require the City and the Purchaser to submit an annual certification regarding the status and effectiveness of ICs to EPA. The City and the Purchaser shall submit such certification not later than December 31 of each calendar year. The City and the Purchaser will cooperate with EPA in updating the ICs as necessary to ensure the long-term protectiveness of the OU1 remedial action.

29. **Assistance with Community Involvement Activities**

a. If requested by EPA, the City and the Purchaser shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, this Paragraph. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator (City CI Coordinator).

b. If requested by EPA, the City and the Purchaser shall participate in community involvement activities, including participation in (1) the preparation of information regarding OU1 and the Property for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to OU1 or the Property. The City's and the Purchaser's support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. All community involvement activities conducted by the City and the Purchaser at EPA's request are subject to EPA's oversight.

c. If requested by EPA, the City and the Purchaser shall, within 15 days, designate and notify EPA of the City CI Coordinator. The City and the Purchaser may hire a

contractor for this purpose or may designate appropriate City and/or Purchaser personnel. The City's and the Purchaser's notice must include the name, title, and qualifications of the City CI Coordinator. The City CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's community involvement coordinator regarding responses to the public's inquiries about OU1 and the Property.

30. **Property Preparation Activities**

a. Performance of the OU1 remedial action will require the clearing of trees, brush and undergrowth so as to allow safe and unimpeded access to necessary areas of the Property. In accordance with this Paragraph, the City and the Purchaser agree to perform such clearing activities.

b. After consultation with EPA and the Trust, the City and the Purchaser shall submit to EPA for review and approval a Site Clearance Plan, including a schedule, for performance of the minimum site clearing activities at the Property necessary for performance of the portions of the OU1 remedial action on the Property. The City and the Purchaser shall submit the Site Clearance Plan to EPA at the same time that the OU1 remedial action work plan is submitted to EPA, unless otherwise agreed to by EPA.

c. The City and the Purchaser shall have discretion to manage materials cleared under the Site Clearance Plan either on the Property or off the Property, provided that the City and the Purchaser do not manage such materials in a manner which exacerbates contamination at OU1, increases the risk of exposure to Waste Materials, interferes with the OU1 remedial action, or violates federal, state and/or local law. The City and the Purchaser shall not manage the cleared materials in a manner inconsistent with the direction of the RPM.

d. If the City and the Purchaser believe that either EPA's decision concerning the amount of land requiring clearing or the management of cleared materials as required by EPA or the Trust represents an unreasonable cost or an unreasonable impairment on the use of the Property, the City and the Purchaser may consult with EPA pursuant to the informal dispute resolution provisions of Paragraph 58 and with the Trust prior to finalization of the Site Clearance Plan or management of such materials.

e. Upon EPA approval of the Site Clearance Plan, the City and the Purchaser shall implement the approved plan in accordance with the schedule therein.

31. **Traffic Management Plan**

a. The OU1 remedial action may involve the off-site transportation of some contaminated materials from OU1 and the Property on the public roads in Kalamazoo surrounding OU1 and the Property. Proper management of that traffic is an important part of ensuring the protectiveness of the OU1 remedial action. In accordance with this Paragraph, the City and the Purchaser agree to oversee that off-site traffic related to the OU1 remedial action.

b. After consultation with EPA and the Trust, the City and the Purchaser shall submit to EPA for review and approval a Traffic Management Plan. The purpose of the

Traffic Management Plan is to prevent injuries to workers, passengers and pedestrians, damage to vehicles and/or other equipment, and damage to third-party property.

c. The City and the Purchaser shall submit the Traffic Management Plan to EPA at the same time that the Trust submits to EPA the Preliminary (50%) remedial design required by the SOW, unless otherwise agreed to by EPA.

d. The City and the Purchaser shall oversee the implementation of the approved Traffic Management Plan by the parties performing the OU1 remedial action.

e. As necessary during the OU1 remedial design and remedial action, after consultation with EPA and the Trust, the City and the Purchaser shall submit revisions to the Traffic Management Plan to EPA for review and approval, and shall oversee implementation of approved revisions.

Other Activities related to Implementation of OU1 ROD

32. If EPA determines through the OU1 remedial design process that a component(s) of the OU1 remedy should be placed on the Property, then such placement shall only occur on the portion of the Property designated for that purpose, as depicted on Figure 1 in Appendix 1, unless otherwise agreed to by the Parties, and the City and the Purchaser agree to cooperate with that decision and to allow placement of the OU1 remedy component(s) on the Property. If the City and the Purchaser believe that such a decision by EPA represents an unreasonable cost or an unreasonable impairment on the use of the Property, the City and the Purchaser may consult with EPA pursuant to the informal dispute resolution provisions of Paragraph 58.

33. The City and the Purchaser acknowledge their intent to be involved, to the extent appropriate, with aspects of the long-term operation and maintenance (O&M) of OU1 remedy components (if any) that are placed on the Property. In furtherance of that goal, the City and the Purchaser agree, if requested by EPA, to conduct physical inspections of the OU1 remedy components on the Property in accordance with an approved O&M Plan for OU1. If the City and the Purchaser believe that such a request by EPA represents an unreasonable cost, the City and the Purchaser may consult with EPA pursuant to the informal dispute resolution provisions of Paragraph 58.

34. Deliverable Review and Implementation

a. EPA may approve, disapprove, require revisions to, or modify the draft of any deliverable required by this Settlement in whole or in part. If EPA requires revisions, the City and the Purchaser shall, subject to Section XIV (Dispute Resolution), submit a revised draft deliverable within 10 days of receipt of EPA's notification of the required revisions. The City and the Purchaser shall implement the deliverable as approved in writing by EPA in accordance with the schedule approved by EPA.

b. Subject to Section XIV (Dispute Resolution), once approved, or approved with modifications, the deliverable, including any schedule, and any subsequent modifications, shall be incorporated into and become fully enforceable under this Settlement.

c. Except as otherwise authorized by EPA, the City and the Purchaser shall not commence or perform any Work except in conformance with the terms of this Settlement.

35. Submission of Deliverables

a. The City and the Purchaser shall submit all deliverables required by this Settlement or any approved plan to EPA in accordance with the schedule set forth in such. Except as otherwise provided in this Settlement, the City and the Purchaser shall direct all submissions required by this Settlement to:

Michael Berkoff, SR-6J
77 West Jackson Boulevard
Chicago, Illinois 60604
(312) 353-8983
Berkoff.michael@epa.gov

b. The City and the Purchaser shall submit all deliverables in electronic form. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, the City and the Purchaser shall also provide EPA with paper copies of such exhibits.

IX. PROPERTY REQUIREMENTS

36. **Access and Non-Interference.** The City and the Purchaser shall, commencing on the Acquisition Date and until response actions at OU1 are completed: (i) provide EPA, the State, and their representatives, including contractors and subcontractors, with access at all reasonable times to the Property to conduct those activities listed in Paragraph 36.a. (Access Requirements); (2) and comply with restrictions on use of the Property listed in Paragraph 36.b. (Land, Water, or Other Resource Use Restrictions).

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to EPA or the State;
- (3) Conducting investigations regarding contamination at or near the Property or OU1;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions, including but not limited to response actions required by the ROD;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan submitted as part of the OU1 remedial design or remedial action;

(7) Implementing the Work pursuant to the conditions set forth in Paragraph 72 (Work Takeover);

(8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the City and the Purchaser or its agents consistent with Section X (Access to Information);

(9) Assessing the City and the Purchaser's compliance with the Settlement;

(10) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement;

(11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Property.

b. **Land, Water, or Other Resource Use Restrictions.** The following is a list of land, water, or other resource use restrictions applicable to the Property:

(1) The Property shall not be used in a manner that causes Existing Contamination to migrate beyond the boundaries of the Property, increases the cost of response actions, or otherwise exacerbates the Existing Contamination at the Property. The term "exacerbation" is more specifically defined in Section 20101(1)(q) of Michigan's Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101(1)(q);

(2) The Property shall not be used in a manner that may interfere with response actions at the Property or OU1, including any measures necessary to assure the effectiveness and integrity of the OU1 remedial design or OU1 remedial action;

(3) The construction of, and use of, wells or other devices on the Property to extract groundwater for consumption, irrigation or any other use is prohibited, except for wells and devices that are necessary for response actions at the Property in accordance with plans approved by EPA, and except for wells or devices for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of groundwater, is conducted in accordance with applicable federal, state and local laws and regulations;

(4) Construction of buildings or other structures on the portions of the Property addressed by the ROD shall commence only after Purchaser has submitted to EPA and received approval from EPA of a Construction Work Plan, which will describe the conditions of surface and subsurface soils within the footprint of the buildings or other structures and steps to be taken during construction of the buildings or structures to minimize potential risk of exposure to contaminants above applicable regulatory limits;

(5) Wetlands on portions of the Property addressed by the ROD shall not be disturbed following the OU1 remedial action;

(6) The portions of the Property addressed by the ROD upon which PCBs remain in concentrations greater than one part per million following the OU1 remedial action shall not be used for residential purposes; and

(7) Activities that do not comply with due care requirements applicable to the Property under Part 201 of the Michigan Natural Resources and Environmental Protection Act shall be prohibited.

37. To the extent the ROD or approved remedial design or remedial action deliverables require the filing of restrictive covenants or other recordable instruments, the City and Purchaser agree to file such instruments on real property that they own. Nothing in this Paragraph shall require the City or the Purchaser to file restrictive covenants or other recordable instruments on property that they do not own.

38. Where any action under this Settlement is to be performed in areas owned by or in possession of someone other than the City or the Purchaser, the City and the Purchaser shall use best efforts to secure from such owners an agreement, enforceable by the City, Purchaser and EPA, providing that such owner: (i) provide the EPA, the State, the City, Purchaser, and their representatives, contractors, and subcontractors with access at all reasonable times to such property to conduct any activity regarding the Settlement, including those activities listed in Paragraph 36.a (Access Requirements); and (ii) refrain from using such property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the OU1 remedial action, including the restrictions listed in Paragraph 36.b (Land, Water, or Other Resource Use Restrictions).

39. As used in this Section, “best efforts” means the efforts that a reasonable person in the position of the City and the Purchaser would use so as to achieve the goal in a timely manner, but exclude: (i) exercising the power of eminent domain over property owned by or in possession of persons or entities other than the City or the Purchaser; and (ii) providing financial compensation to such persons or entities. If the City and the Purchaser are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist the City and the Purchaser, or take independent action, in obtaining such access and/or use restrictions.

40. The City and the Purchaser shall cooperate with EPA’s and the State’s efforts to secure and ensure compliance with institutional controls required by the ROD.

41. In the event of any Transfer of the Property, unless EPA otherwise consents in writing, the City and the Purchaser shall continue to comply with its obligations under the Settlement, including their obligation to secure access and ensure compliance with any land, water, or other resource use restrictions regarding the Property.

42. Notice to Successors-in-Title

a. The City and the Purchaser shall within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding the Property in the appropriate land records office. The notice must: (1) include a proper legal description of the Property; (2) provide notice to all successors-in-title that: (i) the Property is part of, or related to, OU1 and the Site, (ii) EPA has selected in the ROD a remedial action for OU1 that will impact the Property, and (iii) the City and the Purchaser have entered into this Settlement; and (3) identify the name, docket number, and effective date of this Settlement. The City and the Purchaser shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within ten 10 days thereafter, a certified copy of the recorded notice.

b. The City and the Purchaser shall, prior to entering into a contract to Transfer any portion of the Property, or 60 days prior to Transferring any portion of the Property, whichever is earlier:

(1) Notify the proposed transferee that EPA has selected a remedial action for OU1 that may impact the Property and that the City and the Purchaser have entered into this Settlement, and identify the name, docket number, and the Effective Date of this Settlement; and

(2) Notify EPA and the State of the name and address of the proposed transferee and provide EPA and the State with a copy of the above notice that it provided to the proposed transferee.

43. For so long as the City or the Purchaser is an owner or operator of the Property, Purchaser shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property shall provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. The City and the Purchaser shall require that assignees, successors in interest, and any lessees, sublessees, and other parties with rights to use the Property implement and comply with any land use restrictions and institutional controls on the Property in connection with the ROD, and not contest EPA's authority to enforce any land use restrictions and institutional controls on the Property.

44. Notwithstanding any provision of this Settlement, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land, water or other resource use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

45. Subject to Paragraph 46, the City and the Purchaser shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to activities at the Property, OU1, or to the implementation of this Settlement, including, but not

limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. The City and the Purchaser shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

46. Privileged and Protected Claims

a. The City and the Purchaser may assert all or part of a Record requested by EPA or the State is privileged or protected as provided under federal law, in lieu of providing the Record, provided the City and the Purchaser comply with Paragraph 46.b, and except as provided in Paragraph 46.c.

b. If the City or the Purchaser asserts such a privilege or protection, it shall provide EPA and the State with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, the City or the Purchaser shall provide the Record to EPA and the State in redacted form to mask the privileged or protected portion only. The City and the Purchaser shall retain all Records that they claim to be privileged or protected until EPA and the State have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the City's or Purchaser's favor.

c. The City and the Purchaser may make no claim of privilege or protection regarding: (1) any data regarding the Property or OU1, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Property or OU1; or (2) the portion of any Record that the City and the Purchaser is required to create or generate pursuant to this Settlement.

47. Business Confidential Claims. The City and the Purchaser may assert that all or part of a Record provided to EPA and the State under this Section or Section XI (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). The City and the Purchaser shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which the City or Purchaser asserts business confidentiality claims. Records that the City or the Purchaser claims to be confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified the City or the Purchaser that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to the City or the Purchaser.

48. Notwithstanding any provision of this Settlement, EPA and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

49. Until 10 years after EPA provides the City and the Purchaser with notice, pursuant to Section XXIV (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement, the City and the Purchaser shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in their possession or control, or that come into their possession or control, that relate in any manner to their liability under CERCLA with regard to the Property or the Site, and all Records that relate to the liability of any other person under CERCLA with respect to the Property or the Site. The City and the Purchaser must also retain, and instruct their contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that the City and the Purchaser (and their contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

50. At the conclusion of the document retention period, the City and the Purchaser shall notify EPA and the State at least 90 days prior to the destruction of any such Records, and, upon request by EPA or the State, and except as provided in Paragraph 46 (Privileged and Protected Claims), the City and the Purchaser shall deliver any such Records to EPA or the State.

51. The City and the Purchaser certify that, to the best of their knowledge and belief, after thorough inquiry, they have not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to their potential liability regarding the Property or the Site and that they have fully complied with any and all EPA and State requests for information regarding the Property or the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. COMPLIANCE WITH OTHER LAWS

52. Nothing in this Settlement limits the City's or the Purchaser's obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Settlement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws.

53. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close

proximity to the contamination and necessary for implementation of the Work), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work that is not on-site requires a federal or state permit or approval, the City and the Purchaser shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. The City and the Purchaser may seek relief under the provisions of Section XV (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

54. **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Property that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, the City and the Purchaser shall immediately take all reasonable steps to prevent, abate, or minimize such release or threat of release. The City and the Purchaser shall take these actions in accordance with all applicable provisions of this Settlement. The City and the Purchaser shall also immediately notify the RPM or, in the event of his/her unavailability, the Regional Duty Officer at 312-353-2318 of the incident or Property conditions.

55. **Release Reporting.** Upon the occurrence of any event during performance of the Work that the City and the Purchaser are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, the City and the Purchaser shall immediately orally notify the RPM or, in the event of his/her unavailability, the Regional Duty Officer at 312-353-2318, and the National Response Center at (800) 424-8802. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

56. For any event covered under this Section, the City and the Purchaser shall submit a written report to EPA within seven days after the onset of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XIV. DISPUTE RESOLUTION

57. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

58. **Informal Dispute Resolution.** If the City and the Purchaser object to any EPA action taken pursuant to this Settlement, they shall send EPA a written Notice of Dispute describing the objection(s) within 10 days after such action. EPA, the City and the Purchaser shall have 20 days from EPA's receipt of their Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

59. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, the City and the Purchaser shall, within 20 days after the end of the Negotiation Period, submit a statement of position to the RPM. EPA may, within 20 days thereafter, submit a statement of position. Thereafter, an EPA management official at the Division Director level or higher will issue a written decision on the dispute to the City and the Purchaser. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. The City and the Purchaser shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

60. Except as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of the City and the Purchaser under this Settlement.

XV. FORCE MAJEURE

61. "Force Majeure" for purposes of this Settlement, is defined as any event arising from causes beyond the control of the City and the Purchaser, of any entity controlled by them, or of their contractors that delays or prevents the performance of any obligation under this Settlement despite their best efforts to fulfill the obligation. The requirement that the City and the Purchaser exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or increased cost of performance.

62. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which the City and the Purchaser intend or may intend to assert a claim of force majeure, the City and the Purchaser shall notify the RPM orally or, in his or her absence, the alternate RPM, or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund Division, EPA Region 5, within five days of when the City and the Purchaser first knew that the event might cause a delay. Within 10 days thereafter, the City and the Purchaser shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; their rationale for attributing such delay

to a force majeure; and a statement as to whether, in their opinion, such event may cause or contribute to an endangerment to public health or welfare, or the environment. The City and the Purchaser shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. The City and the Purchaser shall be deemed to know of any circumstance of which they, any entity controlled by them, or their contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude the City and the Purchaser from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 61 and whether the City and the Purchaser have exercised their best efforts under Paragraph 61, EPA may, in its unreviewable discretion, excuse in writing the City's and the Purchaser's failure to submit timely or complete notices under this Paragraph.

63. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify the City and the Purchaser in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify the City and the Purchaser in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure

64. If the City and the Purchaser elect to invoke the dispute resolution procedures set forth in Section XIV (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice under Paragraph 63. In any such proceeding, the City and the Purchaser shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the City and the Purchaser complied with the requirements of Paragraphs 61 and 62. If the City and the Purchaser carry this burden, the delay at issue shall be deemed not to be a violation by the City and the Purchaser of the affected obligation of this Settlement identified to EPA.

65. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents the City and the Purchaser from meeting one or more deadlines under the Settlement, the City and the Purchaser may seek relief under this Section.

XVI. CERTIFICATION

66. By entering into this Settlement, the City and the Purchaser certify that to the best of their knowledge and belief they have fully and accurately disclosed to EPA all information known to them and all information in the possession or control of their officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or

any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property and to its qualification for this Settlement. The City and the Purchaser also certify that to the best of their knowledge and belief they have not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property or OU1. If the United States determines that information provided or representations made under Paragraph 4 by the City and the Purchaser are not materially accurate and complete, the Settlement, within the sole discretion of EPA, shall be null and void and EPA reserves all rights it may have.

XVII. COVENANTS BY UNITED STATES

67. Except as provided in Section XVIII (Reservations of Rights by United States), the United States covenants not to sue or to take administrative action against the City and the Purchaser pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for Existing Contamination and the Work. This covenant shall take effect upon the Effective Date. This covenant is conditioned upon the complete and satisfactory performance by the City and the Purchaser of their obligations under this Settlement. This covenant is also conditioned upon the veracity of the information provided to EPA by the City and the Purchaser relating to their involvement with the Property and the certification made by the City and the Purchaser in Section XVI (Certification). This covenant extends only to the City and the Purchaser and does not extend to any other person.

68. Nothing in this Settlement constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from the City and the Purchaser, if the information provided to EPA by the City and the Purchaser relating to the City's and the Purchaser's involvement with the Property, or the certification provided in Section XVI (Certification), is false or in any material respect inaccurate.

XVIII. RESERVATIONS OF RIGHTS BY UNITED STATES

69. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Property or Site. Further, except as specifically provided in this Settlement, nothing in this Settlement shall prevent EPA or the United States from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary.

70. The covenants set forth in Section XVII (Covenants by United States) do not pertain to any matters other than those expressly identified therein. The United States reserves, and this Settlement is without prejudice to, all rights against the City and the Purchaser with respect to all other matters, including, but not limited to:

- a. liability for failure by the City and the Purchaser to meet a requirement of this Settlement;
- b. criminal liability;
- c. liability for violations of federal or state law that occur during or after implementation of the Work;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- e. liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at or in connection with the Property or the Site after the Effective Date, not within the definition of Existing Contamination;
- f. liability resulting from exacerbation of Existing Contamination by the City, the Purchaser, their successors, assigns, lessees, or sublessees;
- g. liability arising from the disposal, release or threat of release of Waste Materials outside of the Property or OU1; and
- h. any and all claims or causes of action against the United States arising from, or on account of, negligent or other wrongful acts or omissions of the City and the Purchaser, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on the City's or the Purchaser's behalf or under their control, in carrying out activities pursuant to this Settlement.

71. With respect to any claim or cause of action asserted by the United States, the City and the Purchaser shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination and that Purchaser has complied with all of the requirements of 42 U.S.C. § 9601(40).

72. Work Takeover

a. In the event EPA determines that the City and the Purchaser: (1) have ceased implementation of any portion of the Work, (2) are seriously or repeatedly deficient or late in their performance of the Work, or (3) are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to the City and the Purchaser. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide the City and the Purchaser a period of three days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the three-day notice period specified in Paragraph 72.a, the City and the Purchaser have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at

any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (“Work Takeover”). EPA will notify the City and the Purchaser in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 72.b.

c. The City and the Purchaser may invoke the procedures set forth in Section XIV (Dispute Resolution) to dispute EPA’s implementation of a Work Takeover under Paragraph 72.b. However, notwithstanding the City’s and the Purchaser’s invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 72.b until the earlier of (1) the date that the City and the Purchaser remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Section XIV (Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XIX. COVENANTS BY CITY AND PURCHASER

73. The City and the Purchaser covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Existing Contamination, the Work, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State of Michigan Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding Existing Contamination, the Work, and this Settlement.

74. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVIII (Reservations of Rights by United States), other than in Paragraph 70.a. (liability for failure to meet a requirement of the Settlement), 70.b. (criminal liability), or 70.c. (violations of federal or state law that occur during or after implementation of the Work), but only to the extent that the City’s and the Purchaser’s claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

75. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

76. The City and the Purchaser reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of the City's or the Purchaser's deliverables or activities.

XX. OTHER CLAIMS

77. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of the City and the Purchaser. The United States or EPA shall not be deemed a party to any contract entered into by the City and the Purchaser or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

78. Except as expressly provided in Section XVII (Covenants by United States), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against the City and the Purchaser or any person not a party to this Settlement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

79. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXI. EFFECT OF SETTLEMENT/CONTRIBUTION

80. Nothing in this Settlement precludes the United States, the City or the Purchaser from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not a party to this Settlement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

81. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which the City and the Purchaser have, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C.

§§ 9613(f)(2) and 9622(h)(4), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement. The “matters addressed” in this Settlement are all response actions taken or to be taken and all oversight costs incurred or to be incurred by the United States or by any other person with respect to Existing Contamination.

82. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which the City and the Purchaser have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

83. The City and the Purchaser shall, with respect to any suit or claim brought by them for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim.

84. The City and the Purchaser shall, with respect to any suit or claim brought against them for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon them. In addition, the City and the Purchaser shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

XXII. INDEMNIFICATION

85. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of the City and the Purchaser as EPA’s authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). The United States shall not be held out as a party to any contract entered into by or on behalf of the City or the Purchaser in carrying out activities pursuant to this Settlement. Neither the City, the Purchaser nor any such contractor shall be considered an agent of the United States.

86. The City and the Purchaser covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between the City and the Purchaser and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, the City and the Purchaser shall agree to pay on behalf of the United States any claims for damages or reimbursement arising from or on account of any contract or agreement for performance of Work on or at the Site between the City and either (a) the Purchaser or (b) any other person, including, but not limited to, claims on account of construction delays that are not caused my manmade or natural events or conditions which are beyond the control of the City or its contractors.

XXIII. MODIFICATION

87. The RPM may modify any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the RPM's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the Parties.

88. If the City and the Purchaser seek permission to deviate from any approved work plan or schedule, the City Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. The City and the Purchaser may not proceed with the requested deviation until receiving oral or written approval from the RPM pursuant to Paragraph 87.

89. No informal advice, guidance, suggestion, or comment by the RPM or other EPA representatives regarding any deliverable submitted by the City and the Purchaser shall relieve the City and the Purchaser of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXIV. NOTICE OF COMPLETION OF WORK

90. When EPA determines that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, EPA will provide written notice to the City and the Purchaser. If EPA determines that any such Work has not been completed in accordance with this Settlement, EPA will notify the City and the Purchaser, provide a list of the deficiencies, and require that the City and the Purchaser correct such deficiencies. Subject to Section XIV (Dispute Resolution), the City and the Purchaser shall implement the modified and approved requirement. Subject to Section XIV (Dispute Resolution), failure by the City and the Purchaser to implement the approved modified requirement shall be a violation of this Settlement.

XXV. PUBLIC COMMENT

91. This Settlement shall be subject to a 30-day public comment period, after which EPA may modify or withdraw its consent to this Settlement if comments received disclose facts or considerations which indicate that this Settlement is inappropriate, improper or inadequate.

XXVI. INTEGRATION/APPENDICES

92. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement.

- a. Appendix 1 is a description of the Property.
- b. Appendix 2 is a map of OU1.

XXVII. EFFECTIVE DATE

93. The effective date of this Settlement shall be the date upon which EPA issues written notice to the City and the Purchaser that EPA has fully executed the Settlement after review of and response to any public comments received.

XXVIII. DISCLAIMER

94. This Settlement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XXIX. PAYMENT OF COSTS

95. If the City and the Purchaser fail to comply with the terms of this Settlement, they shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Settlement or otherwise obtain compliance.

IT IS SO AGREED:

BY:

Name (Purchaser)	Date
------------------	------

Name (City)	Date
-------------	------

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

Cathy Stepp, Regional Administrator Region 5	Date
---	------

IT IS SO AGREED:
UNITED STATES DEPARTMENT OF JUSTICE
BY:

Karen Dworkin
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date

APPENDIX 1

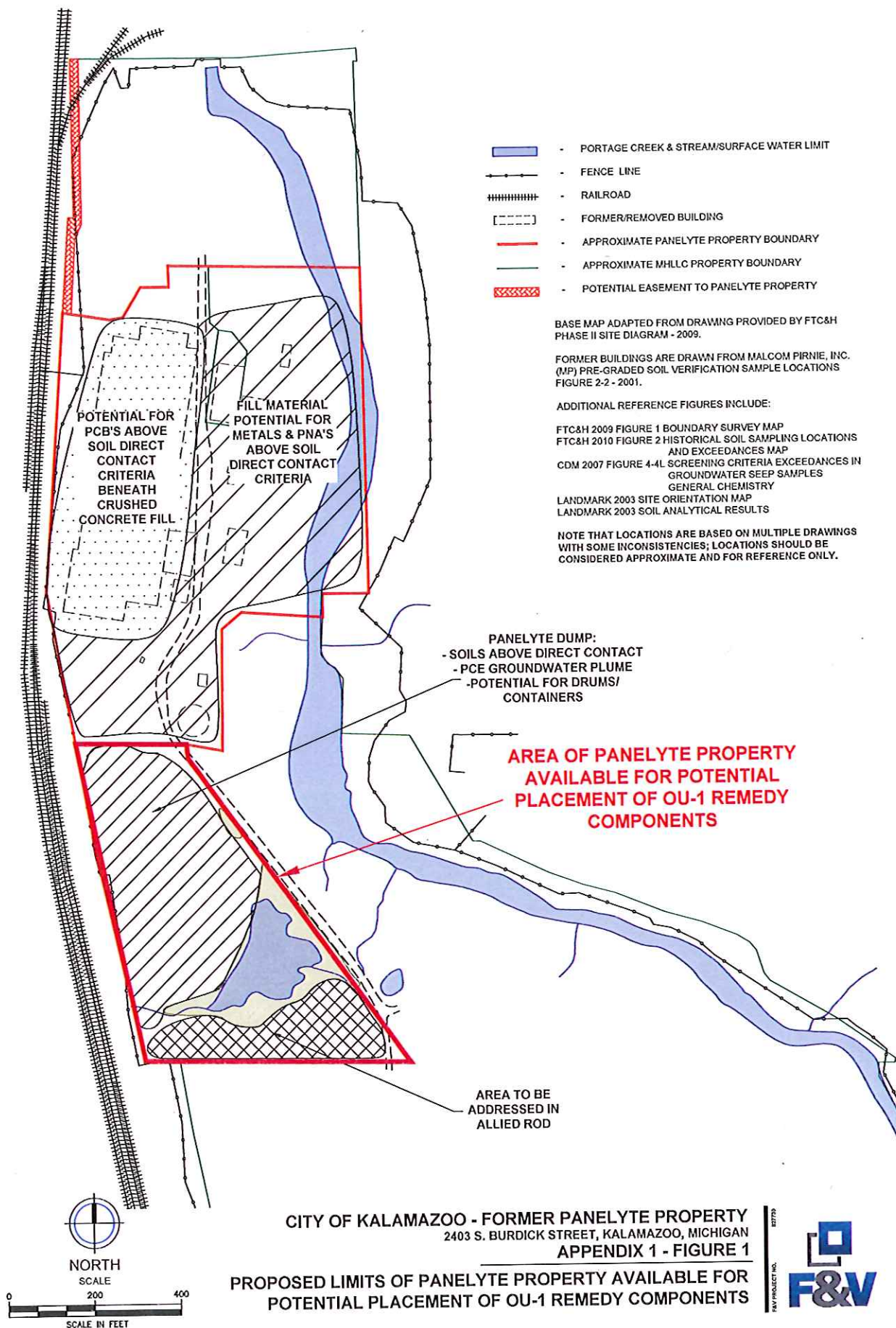
DESCRIPTION OF PROPERTY

Panelyte Property

Legal Description

2403 South Burdick Street, Kalamazoo, Michigan

Section 27-2-11 Commencing at the center 1/4 post of Section 27; thence South 89 degrees 52 minutes East along the East & West 1/4 line said Section 99.1ft to a point on easterly line New York Central Railroad right of way for the point of beginning; thence South 10 degrees 37 minutes East along easterly line New York Central Railroad right of way 619.05 feet; thence South 13 degrees 29 minutes East along easterly line said right of way 475.02ft to a jog in said right of way; thence South 89 degrees 24 minutes East along said jog & in continuation thereof 617.89 feet; thence North 36 degrees 37 minutes West 867.63 feet; thence North 05 degrees 57 minutes West 34.86 feet; thence South 79 degrees 31 minutes East 83.84 feet; thence North 00 degrees 11 minutes West 277.05 feet; thence North 48 degrees 39 minutes East 60.49 feet; thence South 85 degrees 59 minutes East 187.72 feet; thence North 06 degrees 18 minutes West 54.96ft to the East & West 1/4 line said Section; thence South 89 degrees 52 minutes East along the East & West 1/4 line said Section 112.63 feet; thence North 01 degrees 37 minutes West 745.17 feet; thence North 89 degrees 52 minutes West 440.87 feet; thence South 00 degrees 05 minutes East 47.5 feet; thence North 89 degrees 52 minutes West par with the East & West 1/4 line said Section 65.4 feet; thence South 31 degrees 53 minutes West 77.85 feet; thence South 76 degrees 21 minutes West 26.9 feet; thence North 83 degrees 31 minutes West 113.4ft to easterly line of the Railroad right of way; thence South 03 degrees 23 minutes West along easterly line of the New York Central Railroad right of way 638.5ft to the point of beginning. Excluding, Commencing 99.1 feet East of the center 1/4 post of said Section 27; running thence North along easterly right of way line New York Central Railroad 638.5 feet; thence South 83 degrees 31 minutes East 113.4 feet; thence North 76 degrees 21 minutes East 26.9 feet; thence North 31 degrees 53 minutes East 77.85 feet; thence South 89 degrees 52 minutes East 65.4 feet; thence North 00 degrees 05 minutes West 47.5 feet; thence South 89 degrees 52 minutes East 91.45 feet; thence South 01 degrees 16 minutes East 130.3 feet; thence South 54 degrees 48 minutes East 23.77ft for the point of beginning for this exclusion; thence South 81 degrees 45 minutes East 31.7 feet; thence South 38 degrees 37 minutes East 58.53 feet; thence South 08 degrees 20 minutes West 171.23 feet; thence North 81 degrees 45 minutes West 74.29 feet; thence North 08 degrees 18 minutes East 211.21ft to the point of beginning of this exclusion.



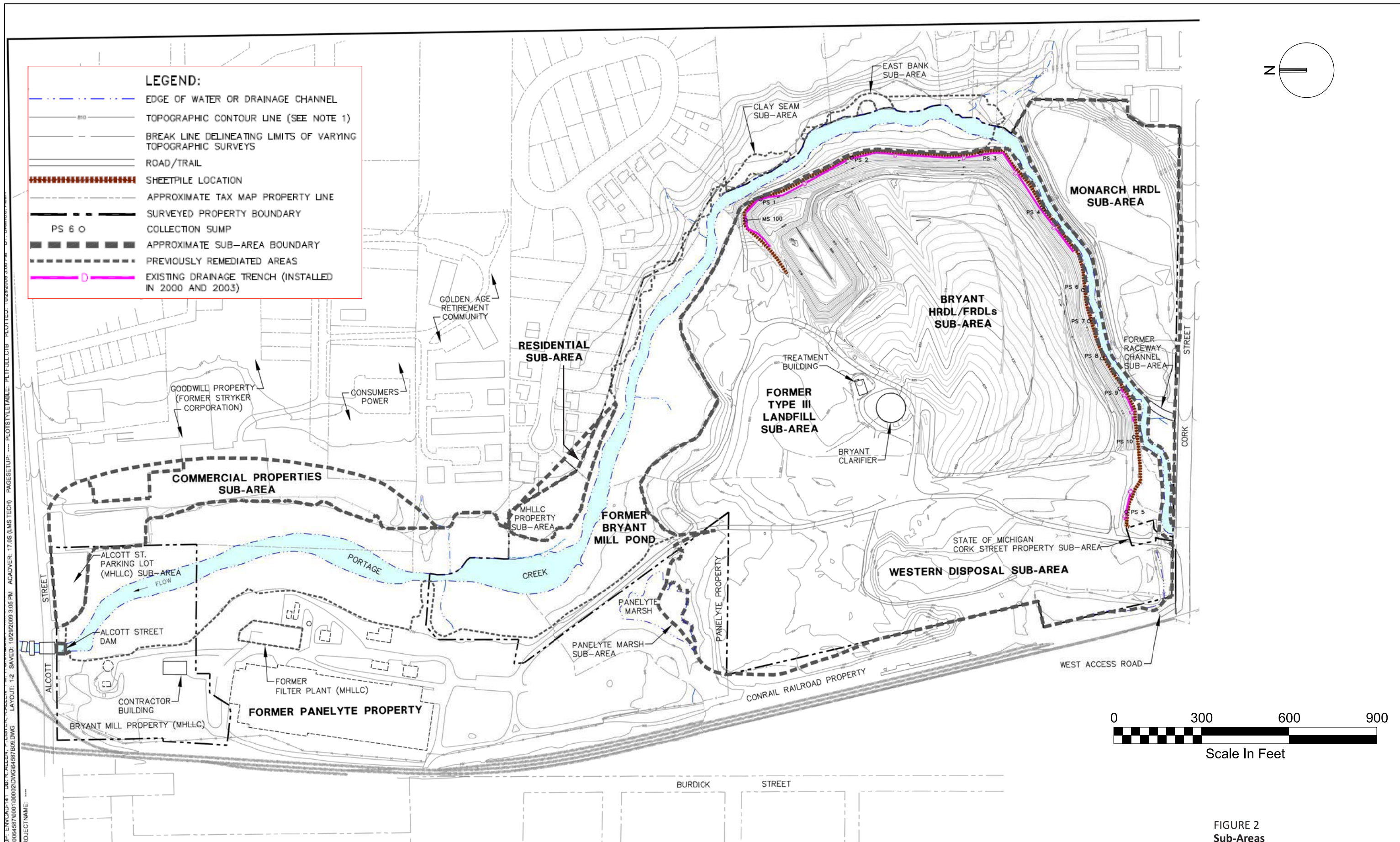


FIGURE 2
Sub-Areas
Allied Paper, Inc./Portage Creek/
Kalamazoo River Superfund Site
Allied Paper, Inc. OU