



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, November 19, 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: Mike Kemple, Missional Chaplains
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
 - a. Transgender Day of Remembrance, November 20th
 - b. COPD Awareness Month

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

1. Public hearing to receive comments on an ORDINANCE to add *Chapter 50: Zoning* to City's Code of Ordinances and Repeal Section 6.1 of Appendix A Off-Street Parking and Loading. **(Action: Motion to adopt the ordinance)**
2. Public hearing to receive comments on an ORDINANCE to rezone properties in the Northside Neighborhood as a step to implement the Northside Neighborhood Plan. **(Action: Motion to adopt the ordinance)**
3. Public hearing to receive comments on a RESOLUTION approving the application of Schupan & Sons, Inc. for an Industrial Facilities Tax Exemption Certificate for its facility in Kalamazoo Industrial Development District no. 95 located at 4200 Davis Creek Court; and approving a local agreement pursuant to public act 334 of 1993. **(Action: Motion to adopt the resolution)**

F. CONSENT AGENDA

(Action: Motion to approve Items "1-12" and authorize the City

Manager to sign all documents on behalf of the City

1. Approval of the purchase of a dump box with hoist, scraper, wing blade and salt spreader to up-fit one city owned cab and chassis from Truck & Trailer, Inc. in the amount of \$112,268.00.
2. Approval of the purchase of a dump box with hoist and scraper from Truck & Trailer, Inc. in the amount of \$134,268.
3. Approval a two-year contract extension with Eagle Claims for Workers Compensation claims management services for the City operations in the amount of \$101,400.
4. Approval of a contract with Gro America for the Dredging of Crosstown Ponds and the cleaning and inspection of the Axtell Creek culverts in the amount of \$1,084,800.
5. Approval of a 10-year contract with Tyler Technologies for a Public Safety Records Management System in the amount of \$1,381,828.
6. First reading of an ordinance creating a local Water System Advisory Council.
7. Adoption of a RESOLUTION recommending approval of the application of Water Street Coffee Joint for a new Redevelopment Liquor License under Section 521a of PA 501 of 2006 to be located at 315 E Water Street within the Downtown Development District.
8. Adoption of a RESOLUTION allowing for the setting of alternative meeting dates for the July and December Board of Review meetings.
9. Adoption of a RESOLUTION recognizing Kzoo Cat Rescue as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.
10. Approval of the reappoint of City Commissioners David Anderson and Jack C. Urban as Commission Directors to the Foundation for Excellence Board of Directors according to Section 4.02 of the FFE Bylaws and further establish the terms per section 4.04 of the FFE Bylaws as beginning on June 1, 2019, and not exceeding their current terms of office as Commissioners.

11. Approval of an 80% / 20% cost sharing of medical plan benefits with City Employees, which would require employees to contribute from their paychecks 20% of the cost of medical plan benefits incurred for the base period of May 2017 – April 2018.
12. Approval of the sale of 1109 N. Park Street to Jesus Rodriguez-Reyes and Leticia Rodriguez-Medina for \$120.00.

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS BY COMMISSIONERS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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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: 11/19/2018

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	20181119 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

December 3rd and December 17th

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

February 18th

Advisory Boards, Commissions and Committees (next two weeks)

The **Kalamazoo Historic District Commission** will meet on Tuesday, November 20, 2018 at 5:00 p.m., in the Community Room at City Hall.

The **Environmental Concerns Committee** will meet on Wednesday, November 21, 2018 at 4:30 p.m., in the Community Room at City Hall.



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: 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 adopt 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.

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-terms 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

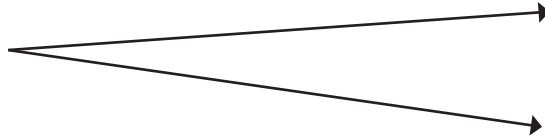
Preserve Existing Character

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

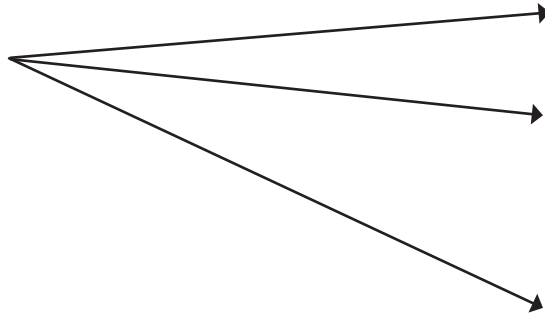


Zoning Changes Proposed Will....

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

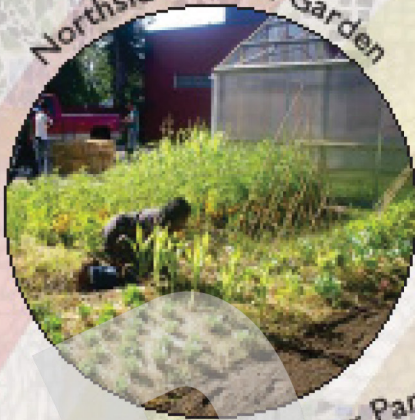
Preserve Existing
Housing within
Northside Cultural
Business District



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



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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 NCBDA area with options for business and housing development	Summer 2018	No Cost

Establish Northside Cultural Business District Authority

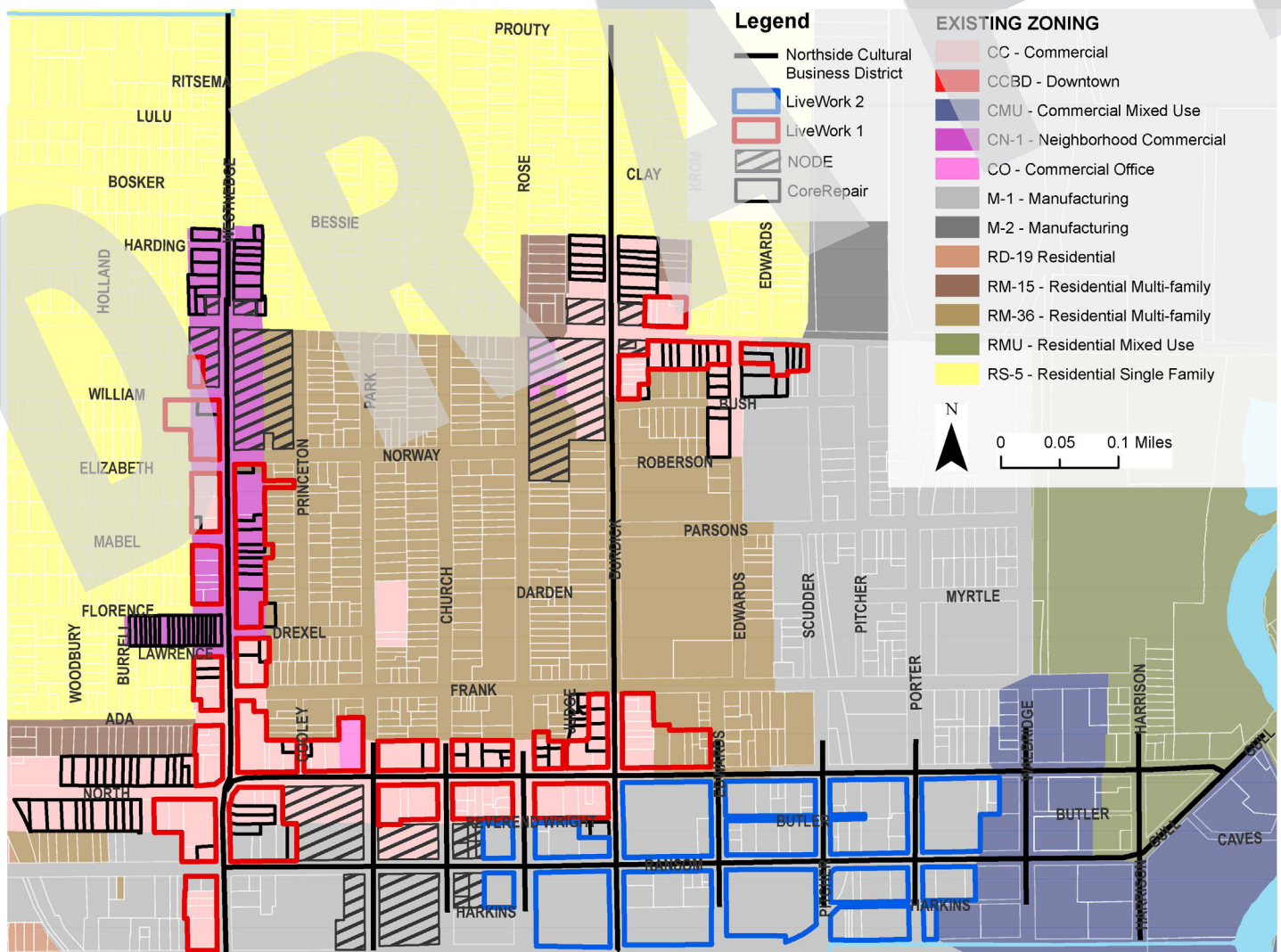
ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	FUNDING
Create the NCBDA	Attend Commission meeting to voice support	Notice property owners, present to Commission	Summer 2018	No Cost
Select the Board	Property Owners, Business Owners, and Residents apply to be on the Board.	Mayor appoints Board members; Create the Board with 75% residents and 25% property owners	Fall 2018	No Cost
Develop Branding for the NCBDA	Coordinate the artwork and voting for the new NCBDA 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	\$



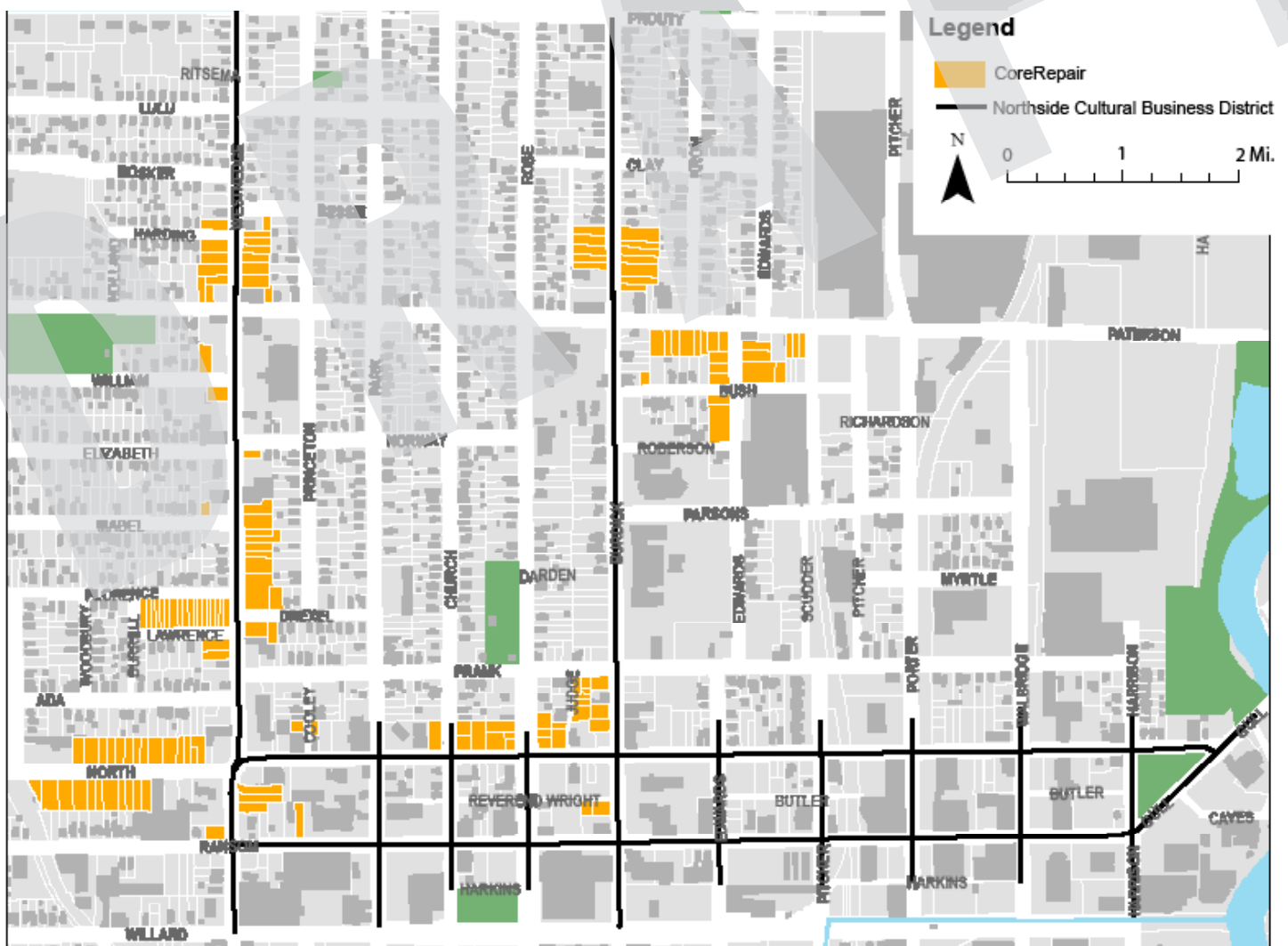
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Northside Association for Community Development

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

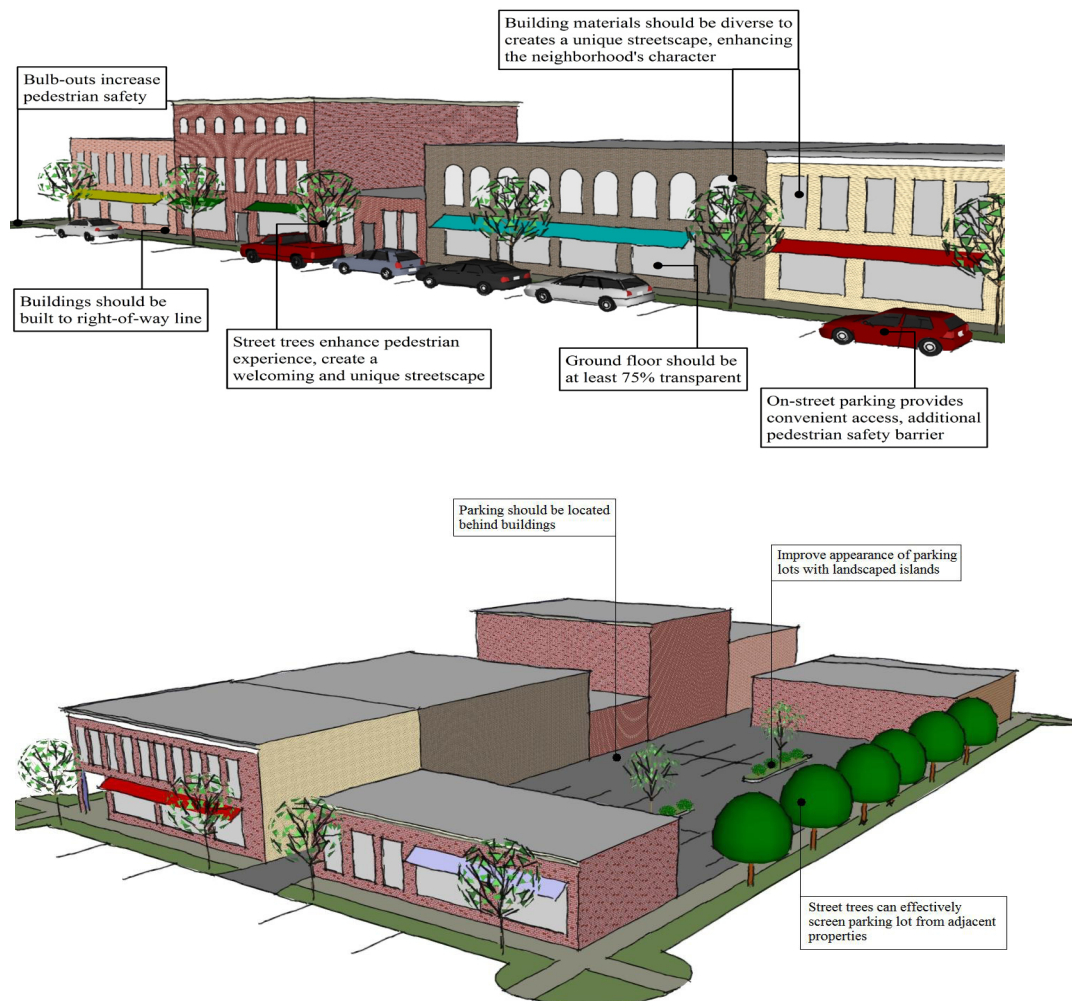


Promote Design Guidelines

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

How to Use These Regulations

Article 1. General Requirements

Article 2. Review Bodies and Processes

Article 3 Zoning Districts

Article 4. Use Regulations

Article 5. Lot Types

Article 6. Street Types

Article 7. Parking & Loading Regulations

Article 8. Landscape & Screening Regulations

Article 9 Signage.

Article 10 Lighting.

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.

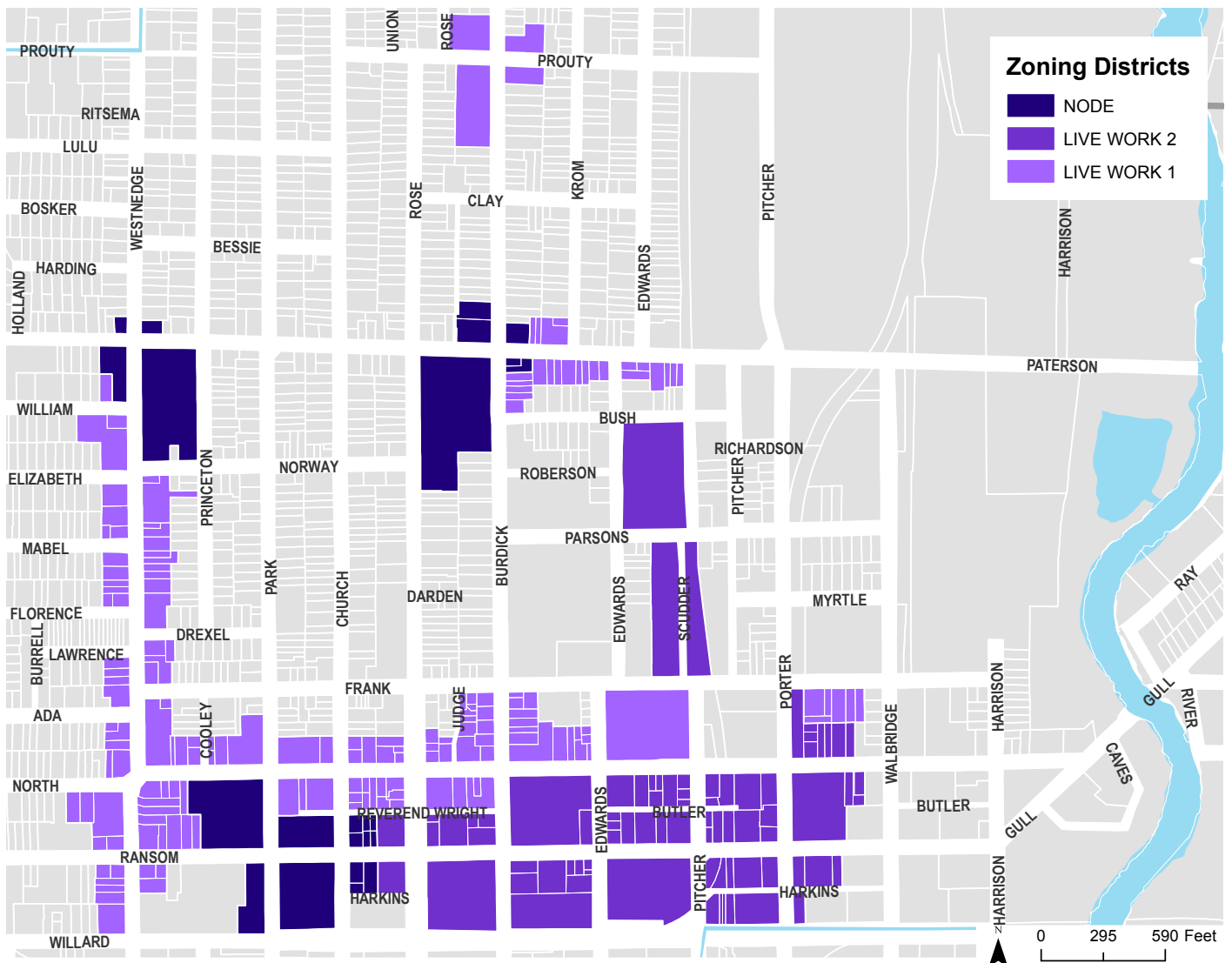


Figure 1.2-1 Zoning Map.

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.

N. Street, Types. The types of right-of-ways and associated treatment of vehicular, bicycle, and pedestrian ways within as defined by the Master Plan.

O. Street, Primary. A street designated as having priority over other streets in terms of setting the front lot line, locating building entrance, and façade treatment. Refer to Figure 1.3-2 Primary Street Map.

P. Street, Secondary. A street designated as not having priority over other streets. Secondary streets typically serve as preferred location for vehicular access points and buildings fronting secondary streets may have a reduction in the facade requirements. Refer to Figure 1.3-2 Primary Street Map.

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.

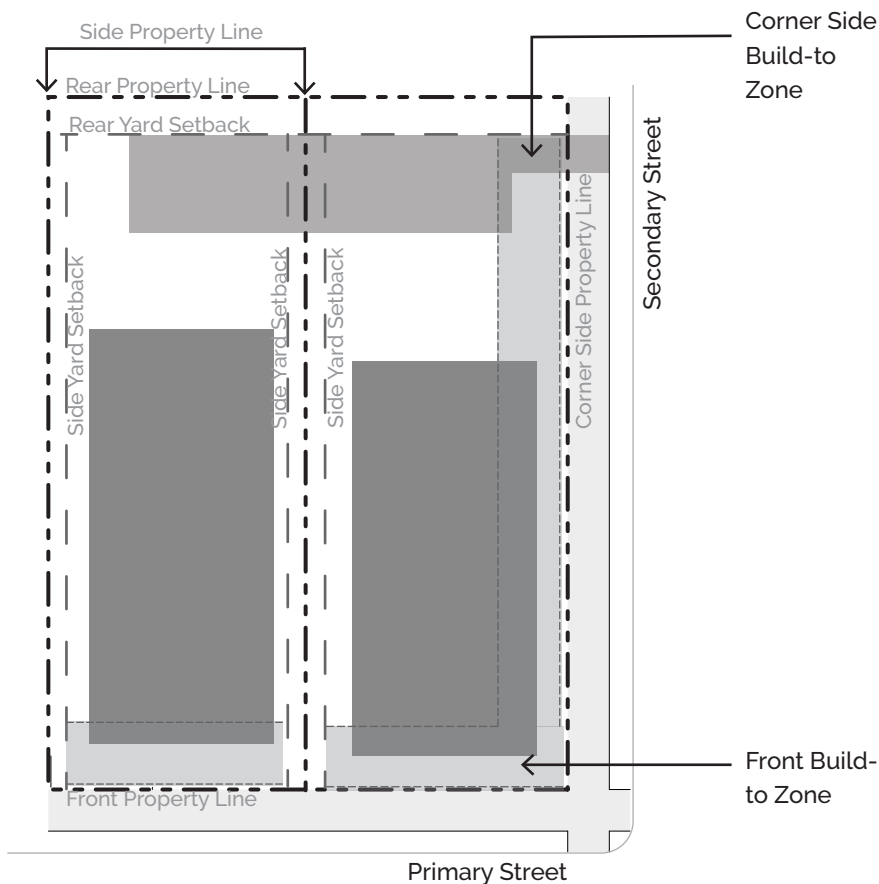


Figure 1.3-1 Build-to Zone, Property Lines, & Yards.

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.

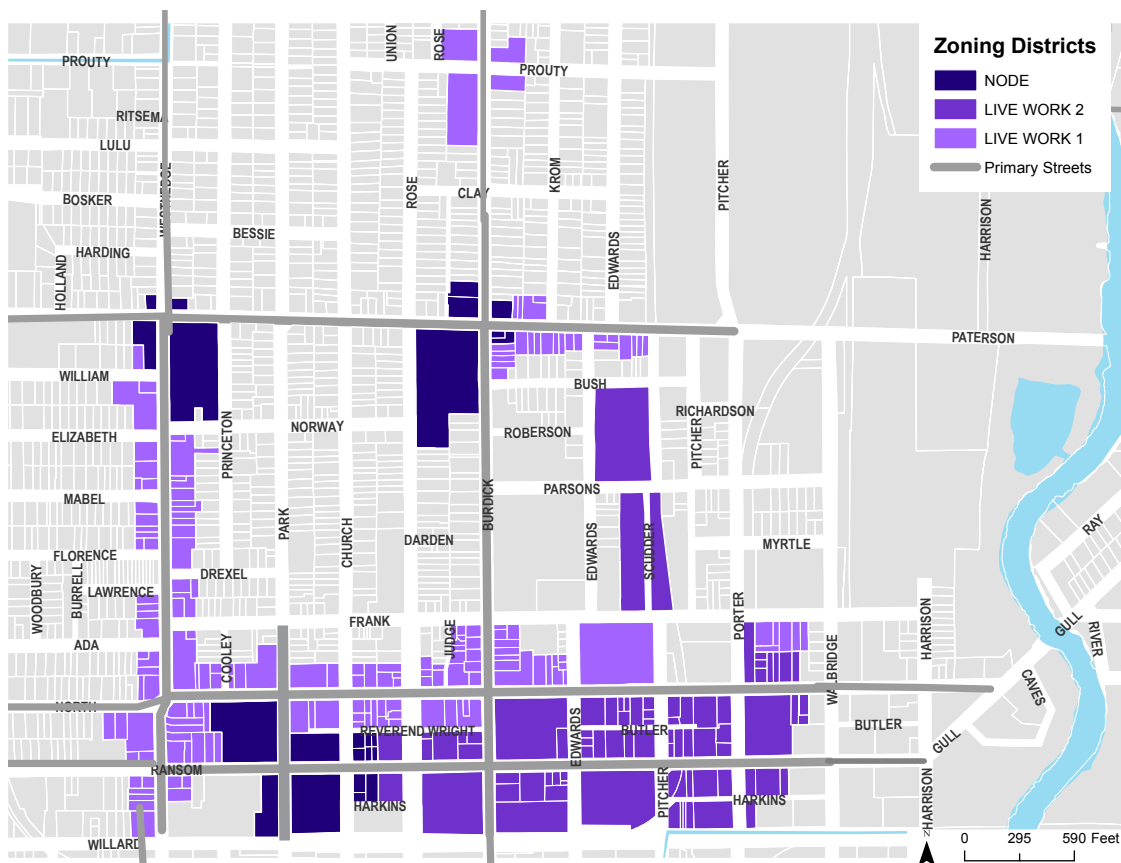


Figure 1.3-2 Primary Street Map. Streets

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.

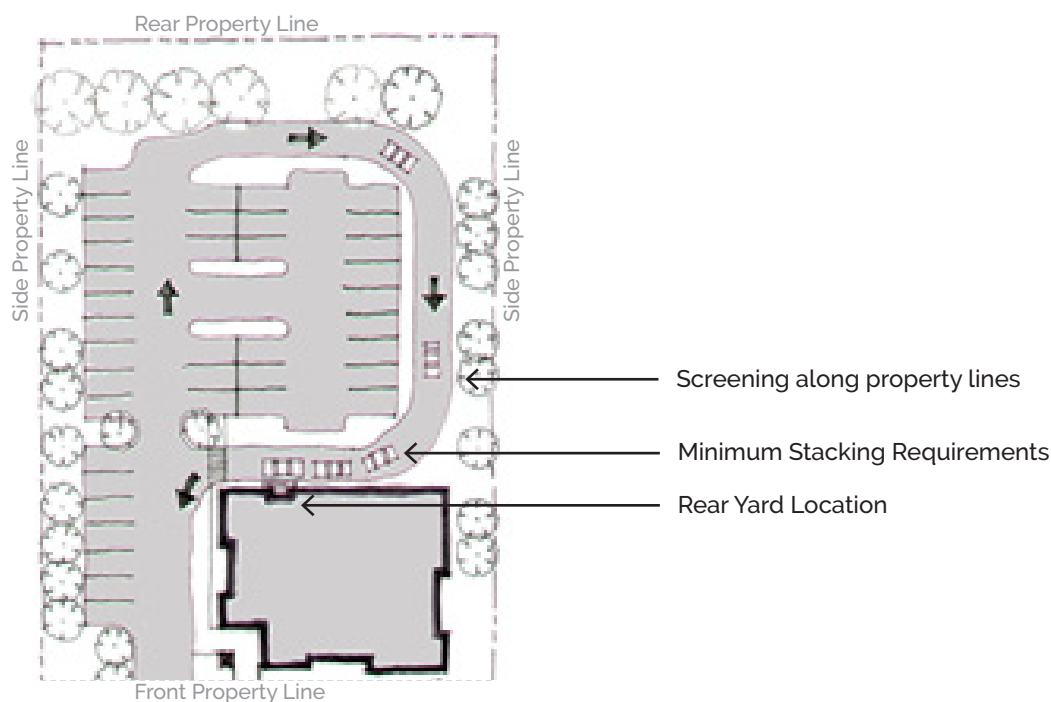


Figure 4.5-1. Drive Through Design

- (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.

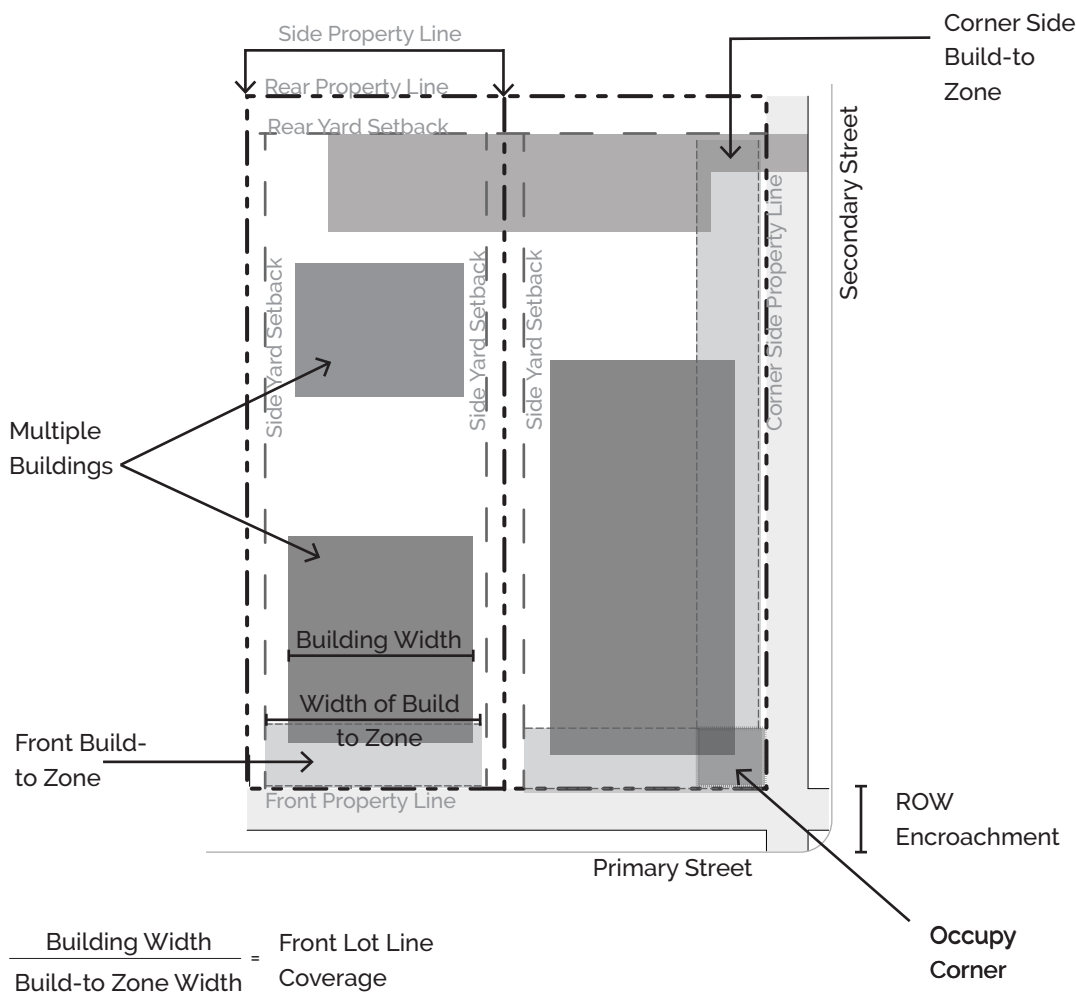


Figure 5.2-1. Building Siting Street Frontage, Front Lot Line Coverage, & Lot Area.,

(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.

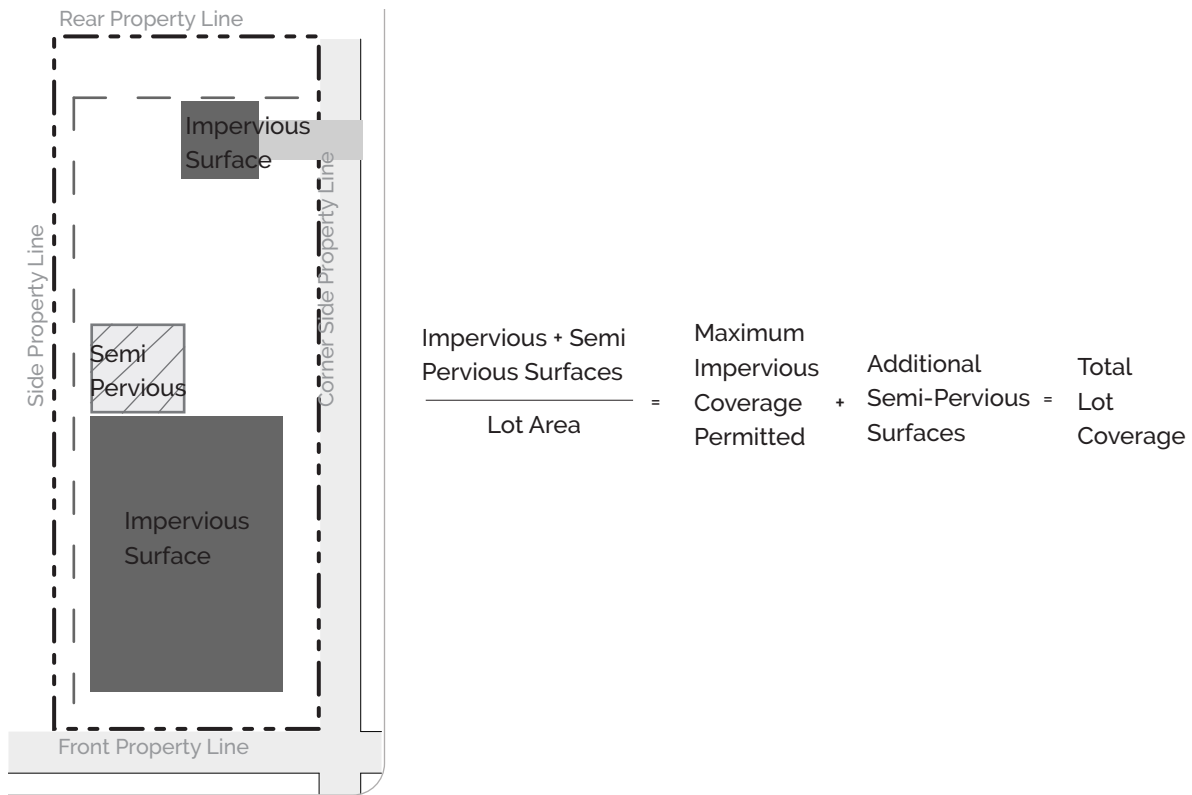


Figure 5.2-3 Lot Coverage

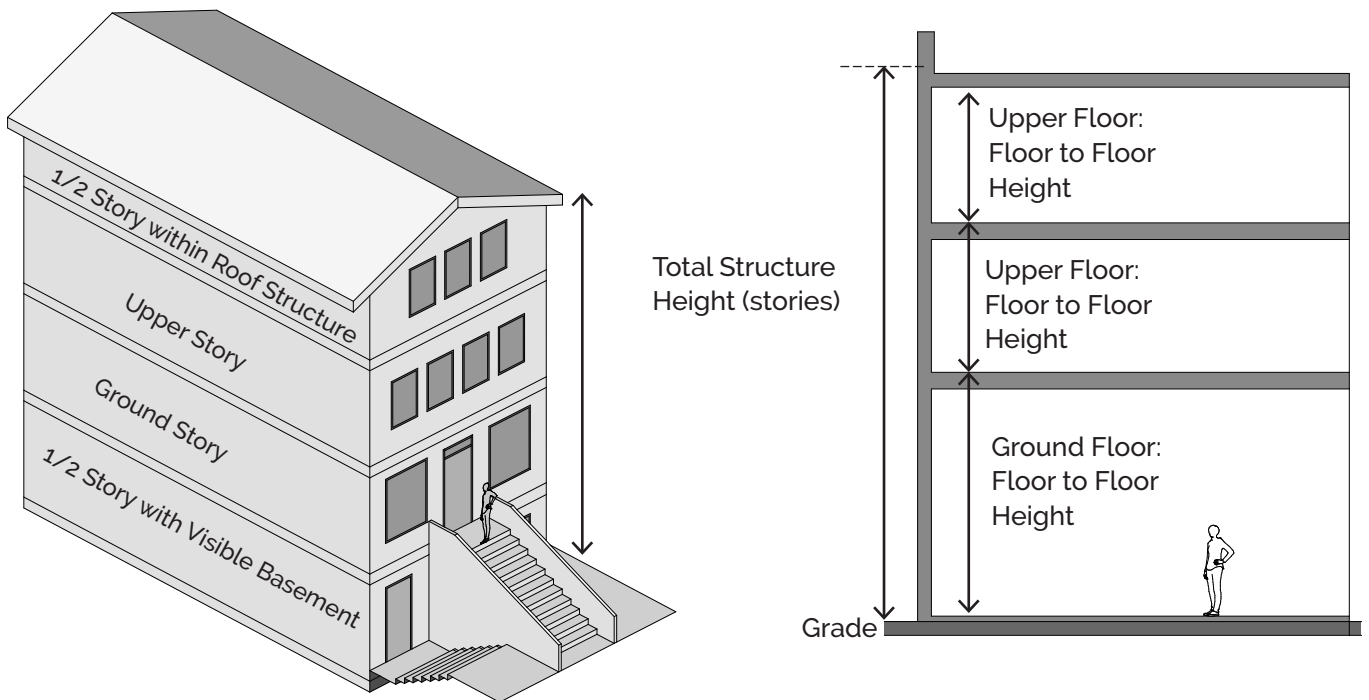


Figure 5.3-1. Measuring Height

(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.

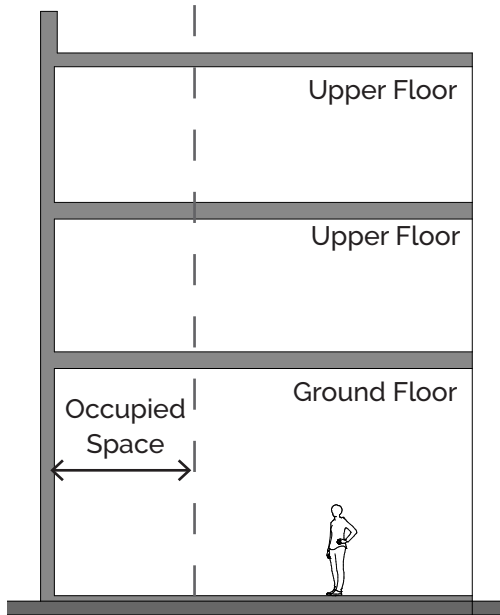


Figure 5.4-1 Permitted Uses Per Floor

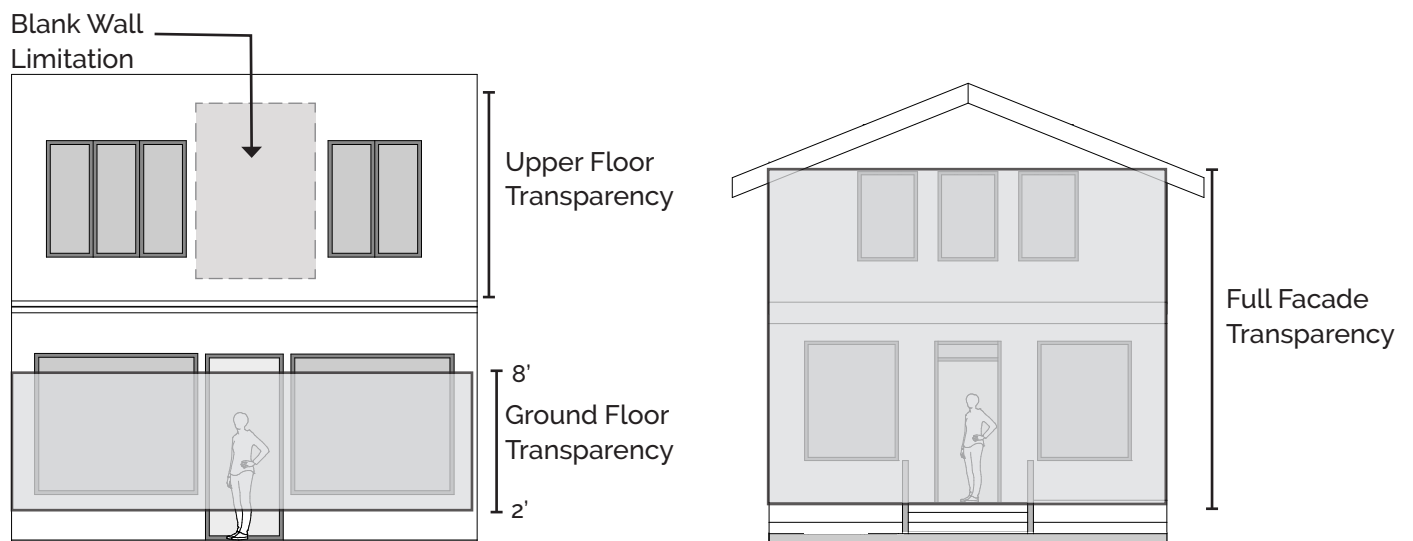


Figure 5.5-1. Measuring Transparency: Ground Floor, Upper Floor, & Full Facade

[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.

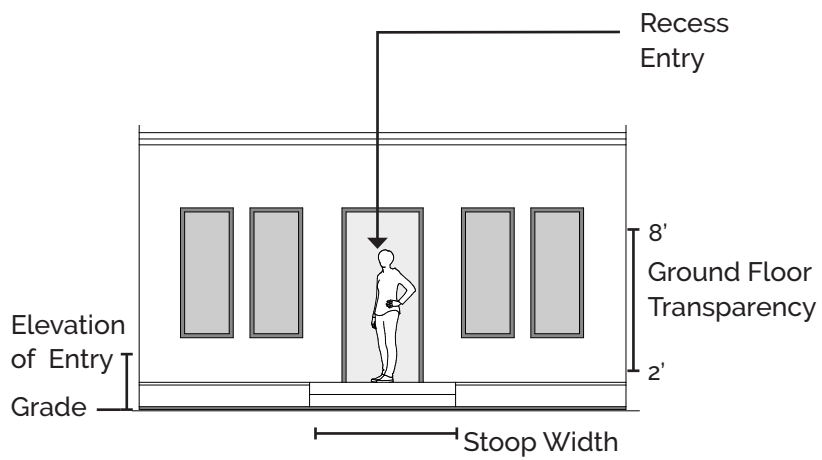


Figure 5.5-3. Stoop.

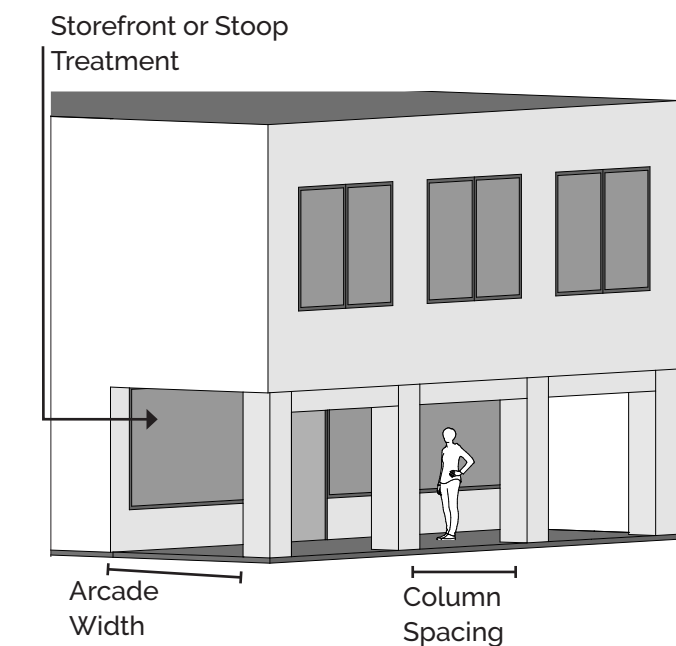


Figure 5.5-4. Arcade

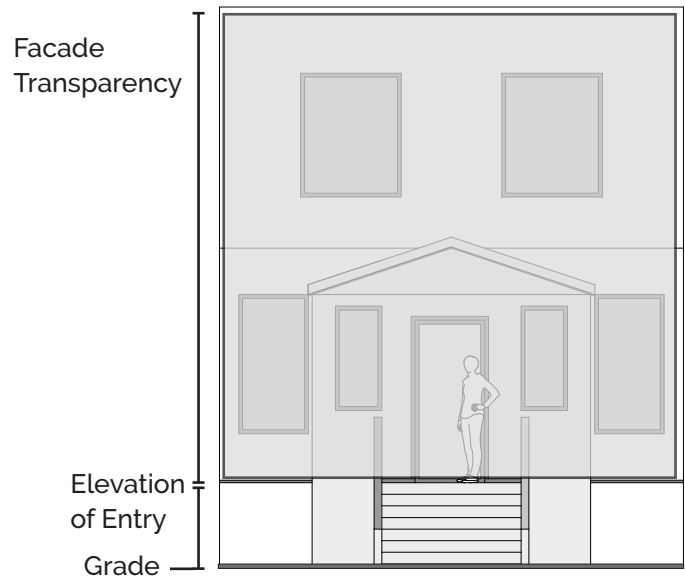


Figure 5.5-5. Porch.

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.

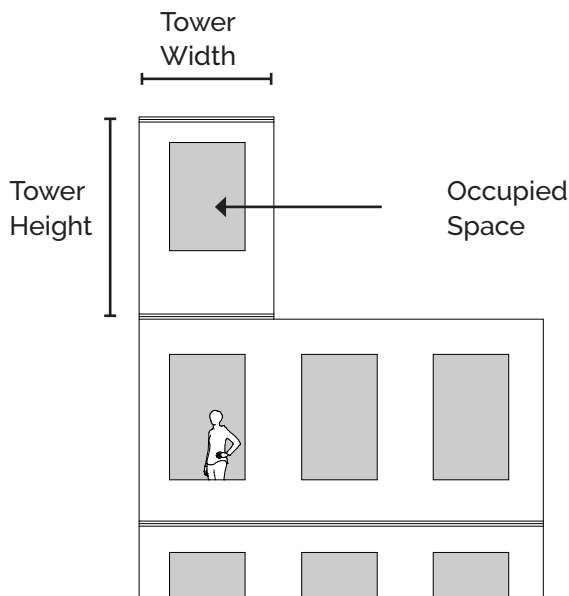


Figure 5.5-6. Tower.

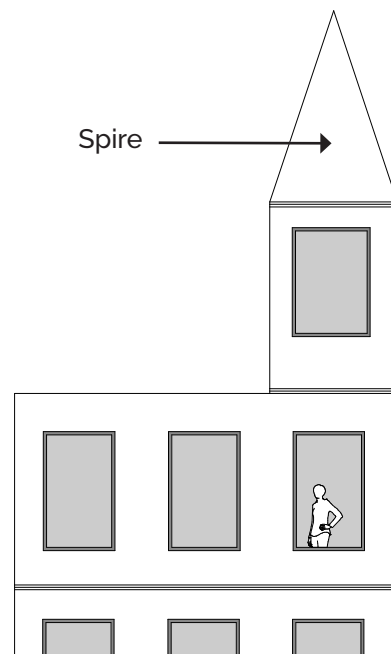


Figure 5.5-7. Spire

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

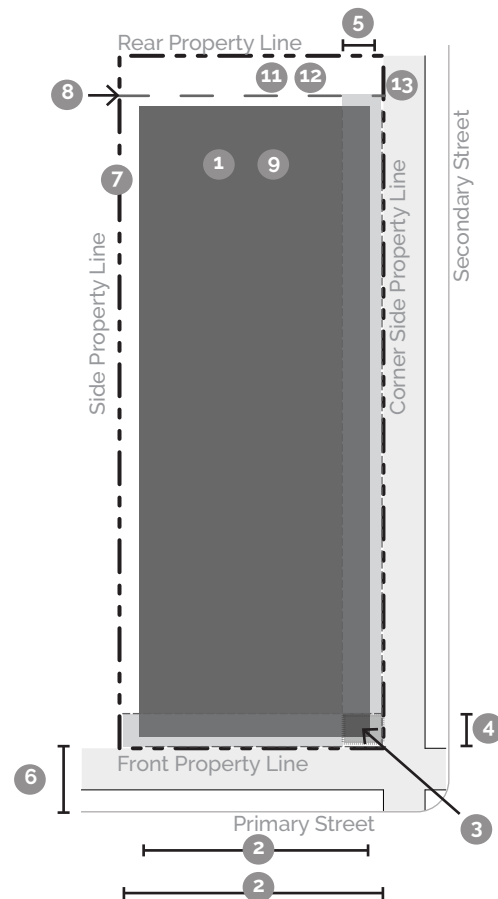


Figure 5.6-1 Building Siting.

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	

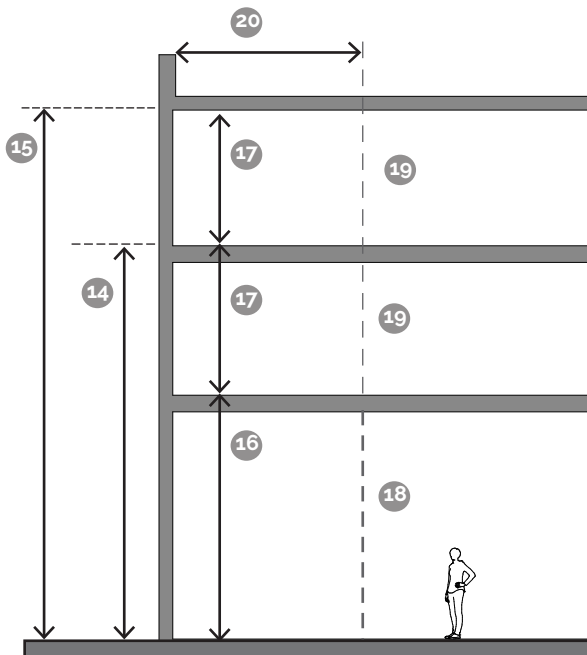


Figure 5.6-2 Height & Use

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	

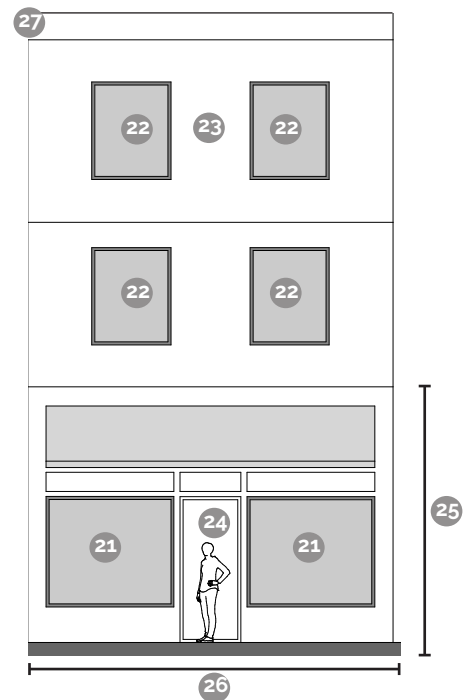


Figure 5.6-3 Street Facing Facades.

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	12
Interior Parking Entrance Bay	Facades ²	
Driveway Location	Alley; 1 on Corner Side ³ , 1 on Front if an interior lot ³	13

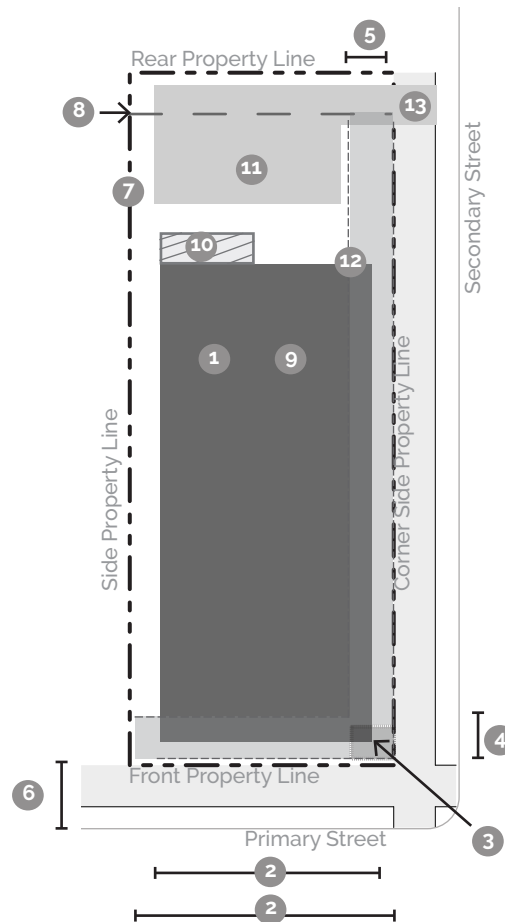


Figure 5.6-4 Building Siting.

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	

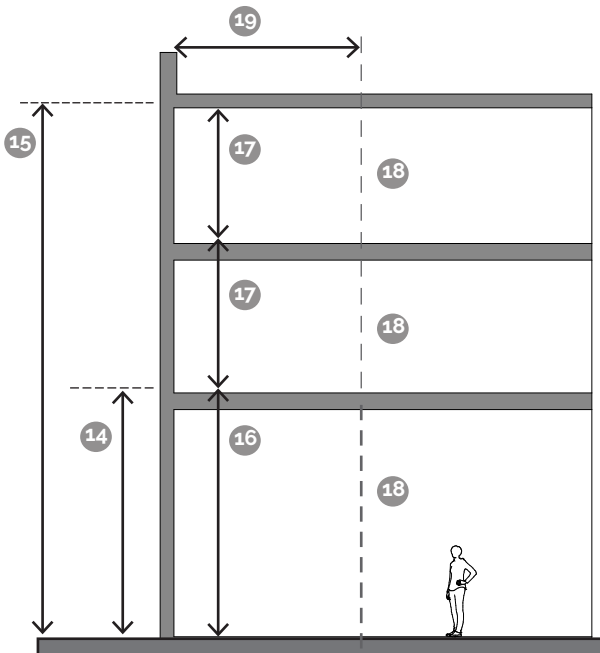


Figure 5.6-5 Height & Use

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.

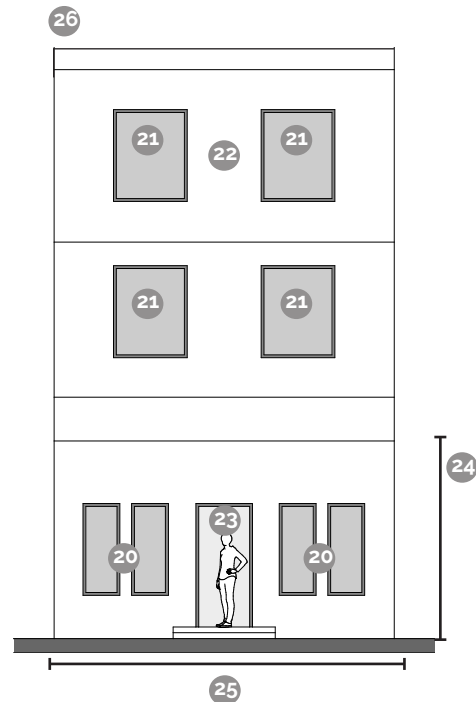


Figure 5.6-6 Street Facing Facades.

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

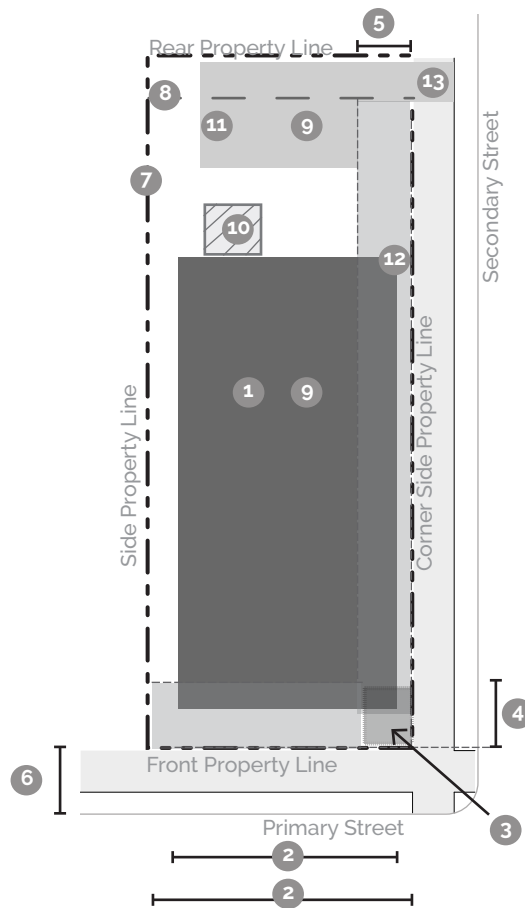


Figure 5.6-7 Building Siting.

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

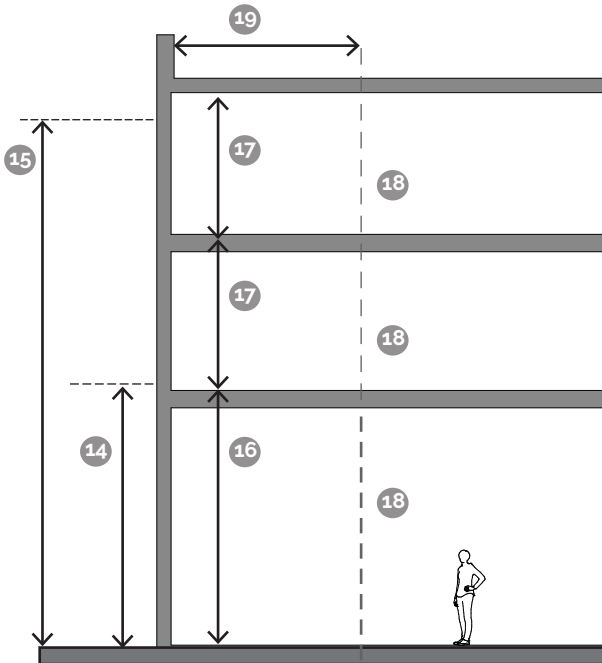


Figure 5.6-8 Height & Use

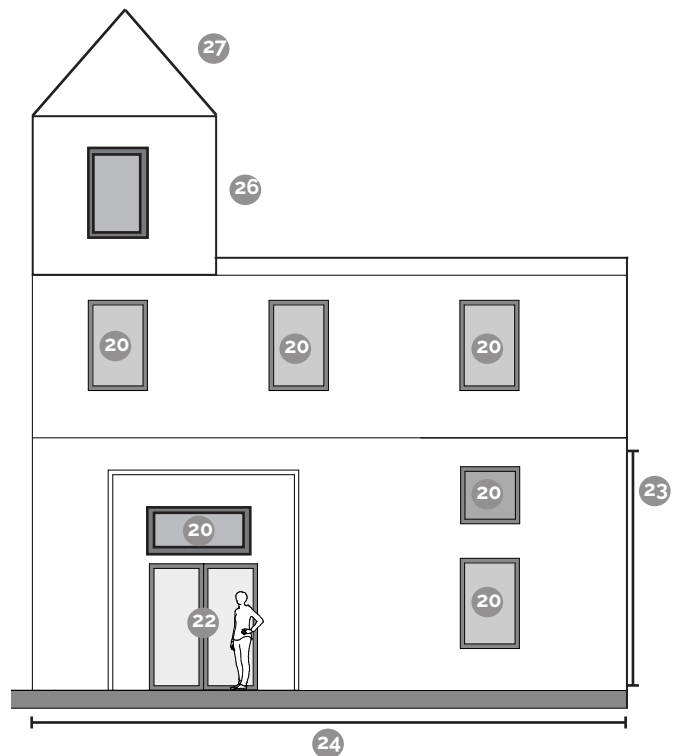


Figure 5.6-9 Street Facing Facades.

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
Driveway Location		

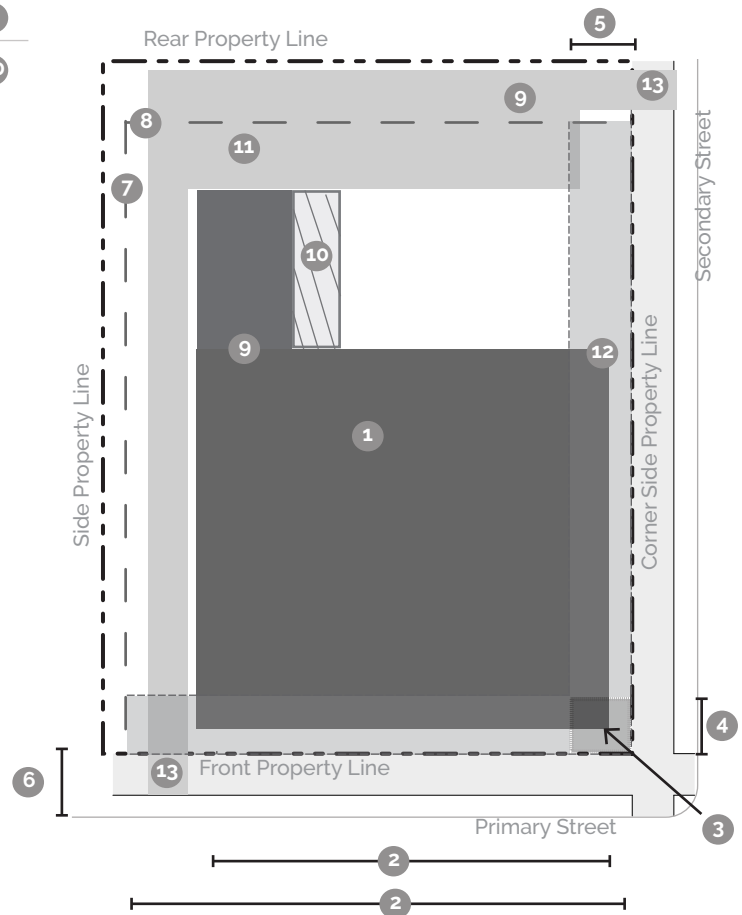


Figure 5.6-10 Building Siting.

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	

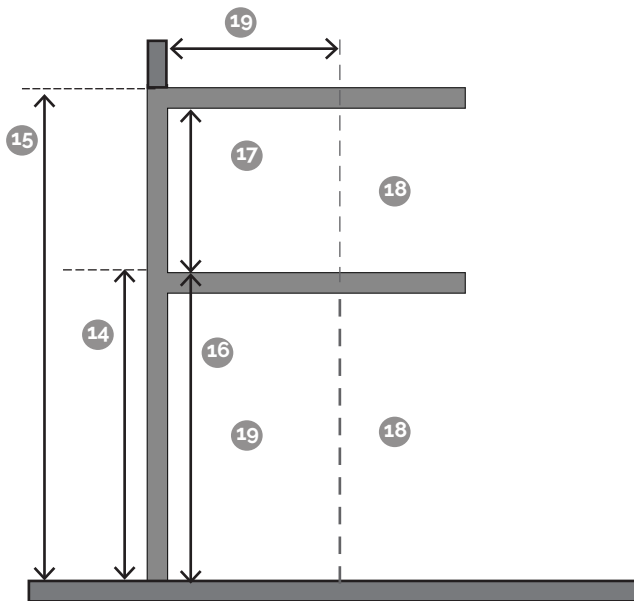


Figure 5.6-11 Height & Use

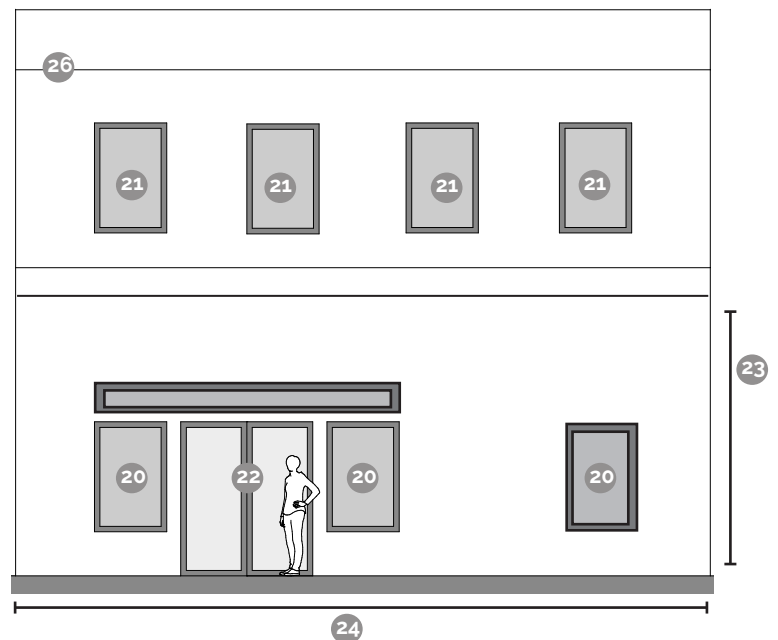


Figure 5.6-12 Street Facing Facades.

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

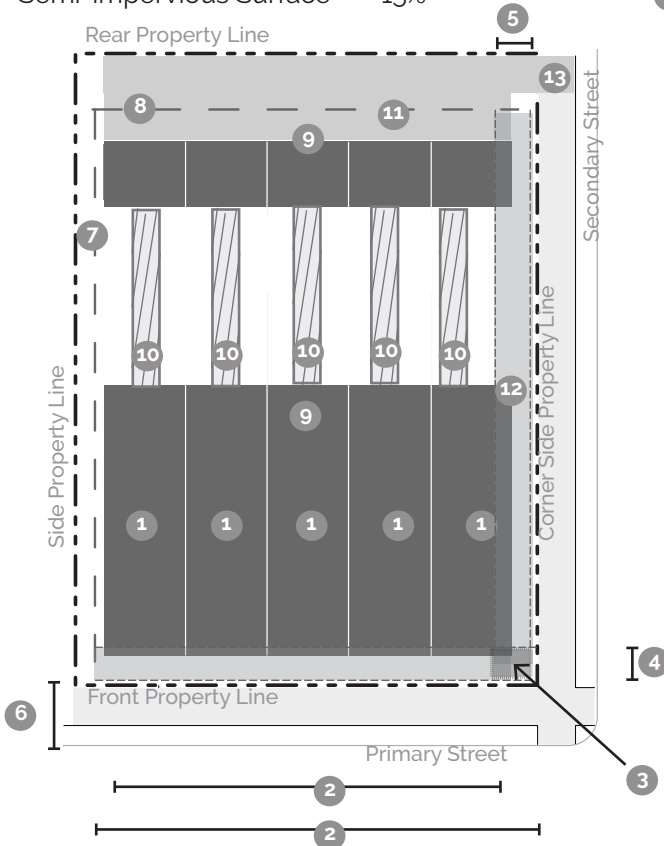
Multiple Principal Buildings	Yes; if attached: up to 5 units may be connected	1
Front Lot Line Coverage (min)	50%	2
Occupation of Corner	Yes, except detached dwellings	3
Front Build-to Zone	5'-15' ¹	4
Corner Build-to Zone	5'-15' ¹	5
ROW Encroachment	No	6

(b) Lot Area

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

(c) Lot Coverage

Impervious Surface (max)	60%	9
Semi-Impervious Surface	15%	10



Notes:

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

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

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

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Interior Parking Entrance Bay	Rear, Side, Corner Side Facades ³	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

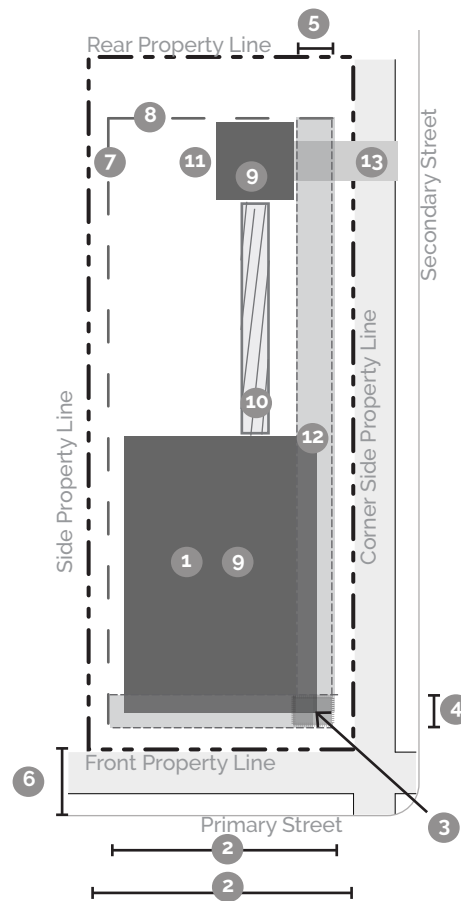


Figure 5.6-13 Building Siting Attached and Detached

(2) Height (Figure 5.6-14)

Minimum Height	1 story	14
Maximum Height	2.5 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging, Commercial	17
Occupied Space	Yes	18
Accessory Uses & Structures	See Table 4.5-1	

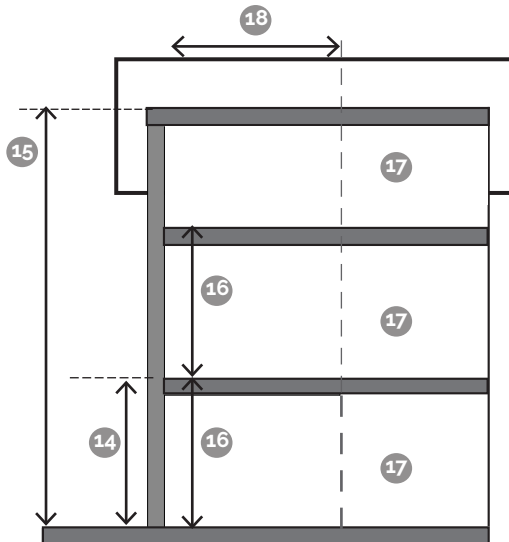


Figure 5.6-14 Height & Use

(4) Street Facing Facades (Figure 5.6-15)**(a) Transparency (minimum)**

Facade Transparency (min)	30%	19
Blank Wall Limitations	Yes	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch	22
Entrances on Street Facing Facades	1 per building ⁴	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Not Permitted
Spire	Not Permitted

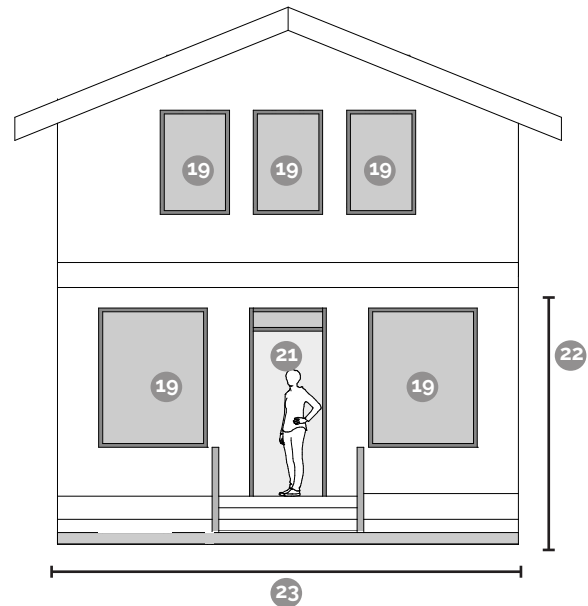


Figure 5.6-15 Street Facing Facades.

Notes:

⁴ When multiple detached or attached buildings exist on a lot, entrances on buildings behind the Front and Corner Side Facade shall be located off a shared open space or courtyard or pedestrian pathway.

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

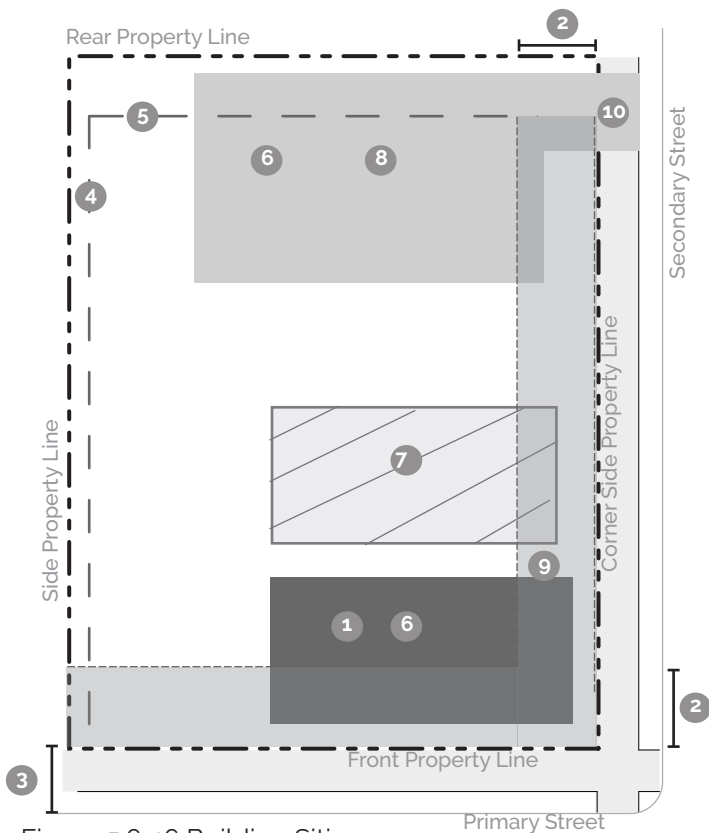
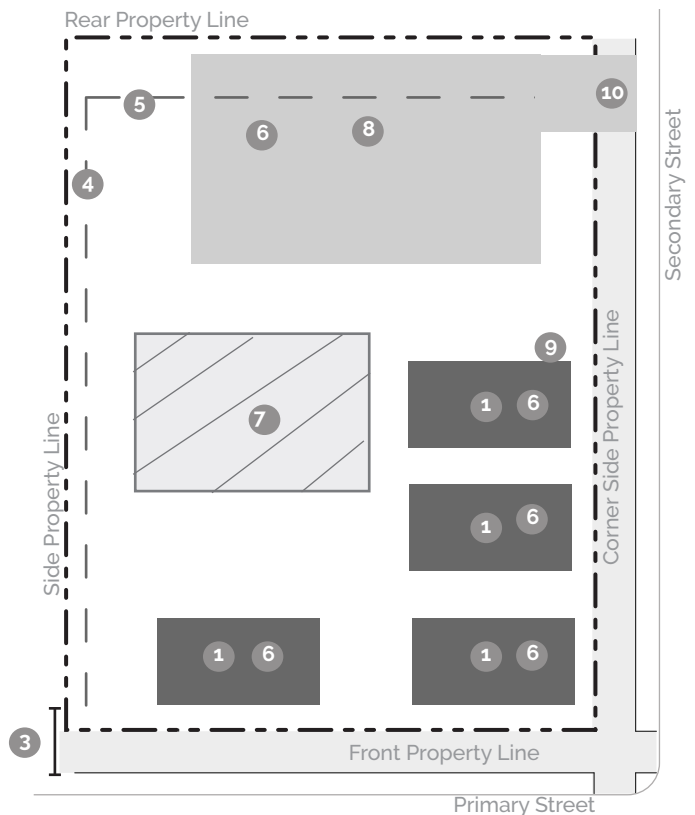


Figure 5.6-16 Building Siting.



(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	

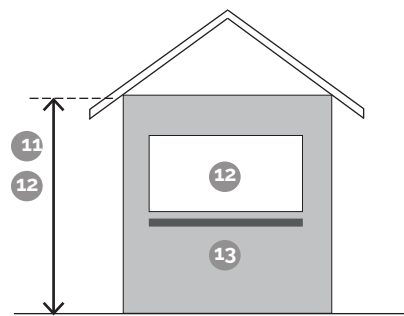


Figure 5.6-17 Street Facing Facades.

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

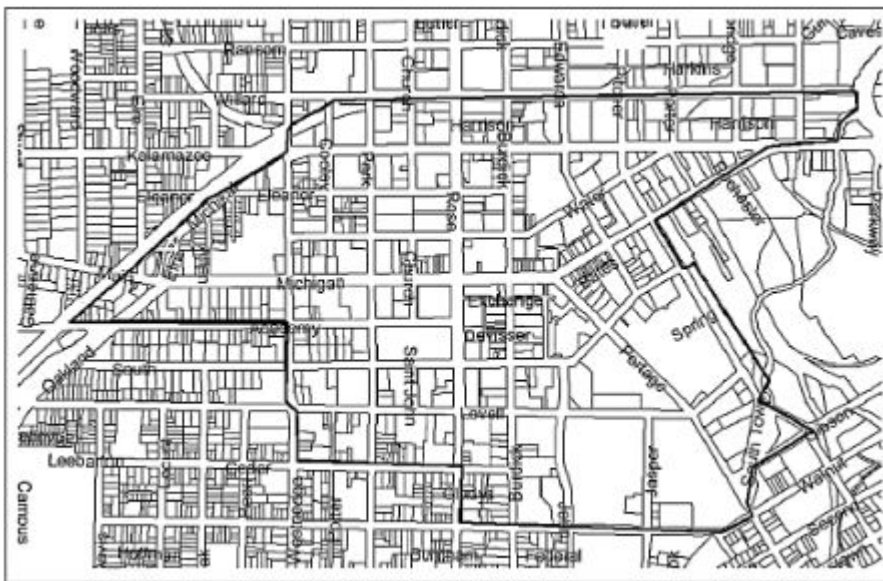


Figure 7.1-1 Downtown Exempt Parking Map

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'

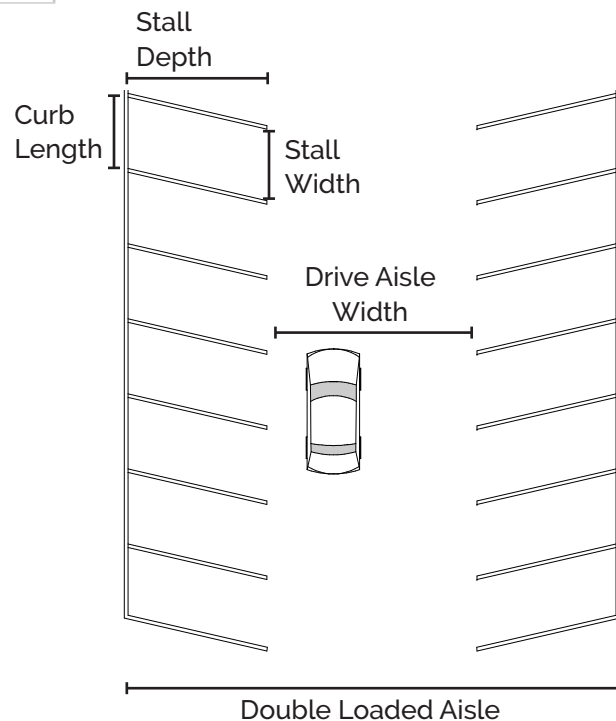


Figure 7.2-1 Parking Space and Drive Aisle Dimensions.

(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 faction 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 adopt an ordinance to rezone properties in the Northside Neighborhood as a step to implement the Northside Neighborhood Plan.

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

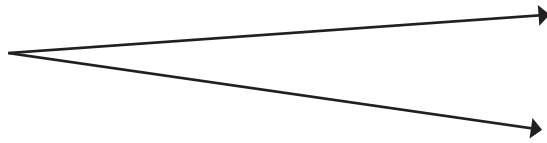
Preserve Existing Character

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

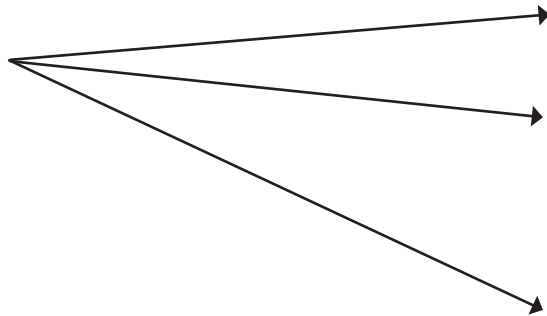


Zoning Changes Proposed Will....

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

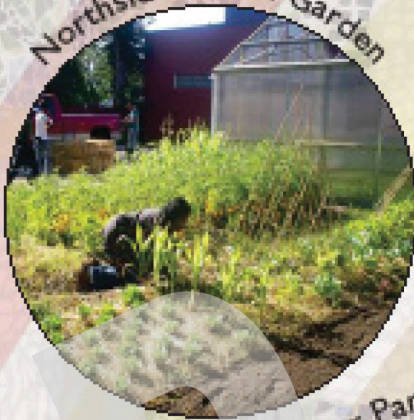
Preserve Existing
Housing within
Northside Cultural
Business District



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

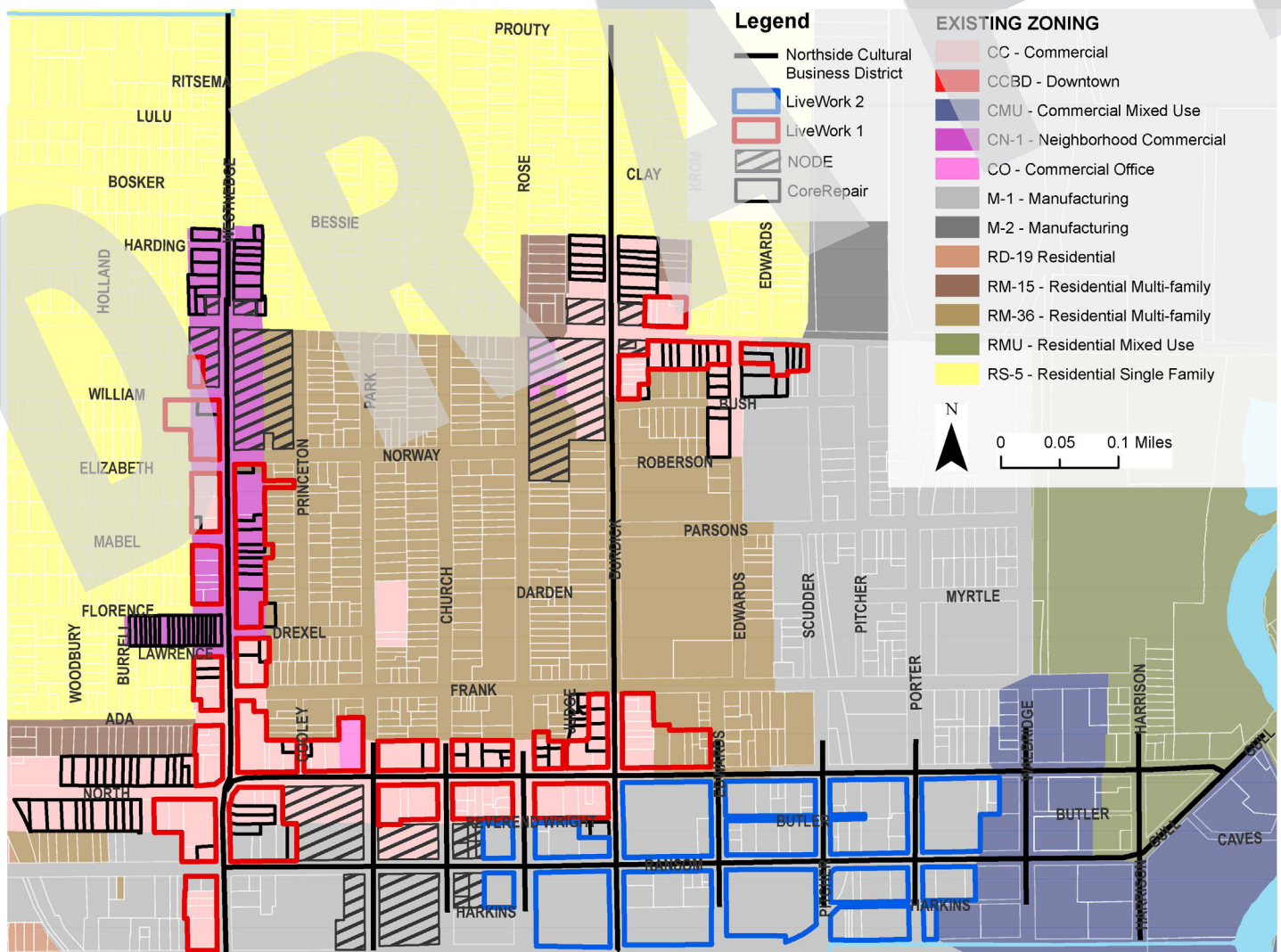
ACTION	NEIGHBORHOOD	CITY ROLE	TIMELINE	FUNDING
Create the NCBDA	Attend Commission meeting to voice support	Notice property owners, present to Commission	Summer 2018	No Cost
Select the Board	Property Owners, Business Owners, and Residents apply to be on the Board.	Mayor appoints Board members; Create 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	\$



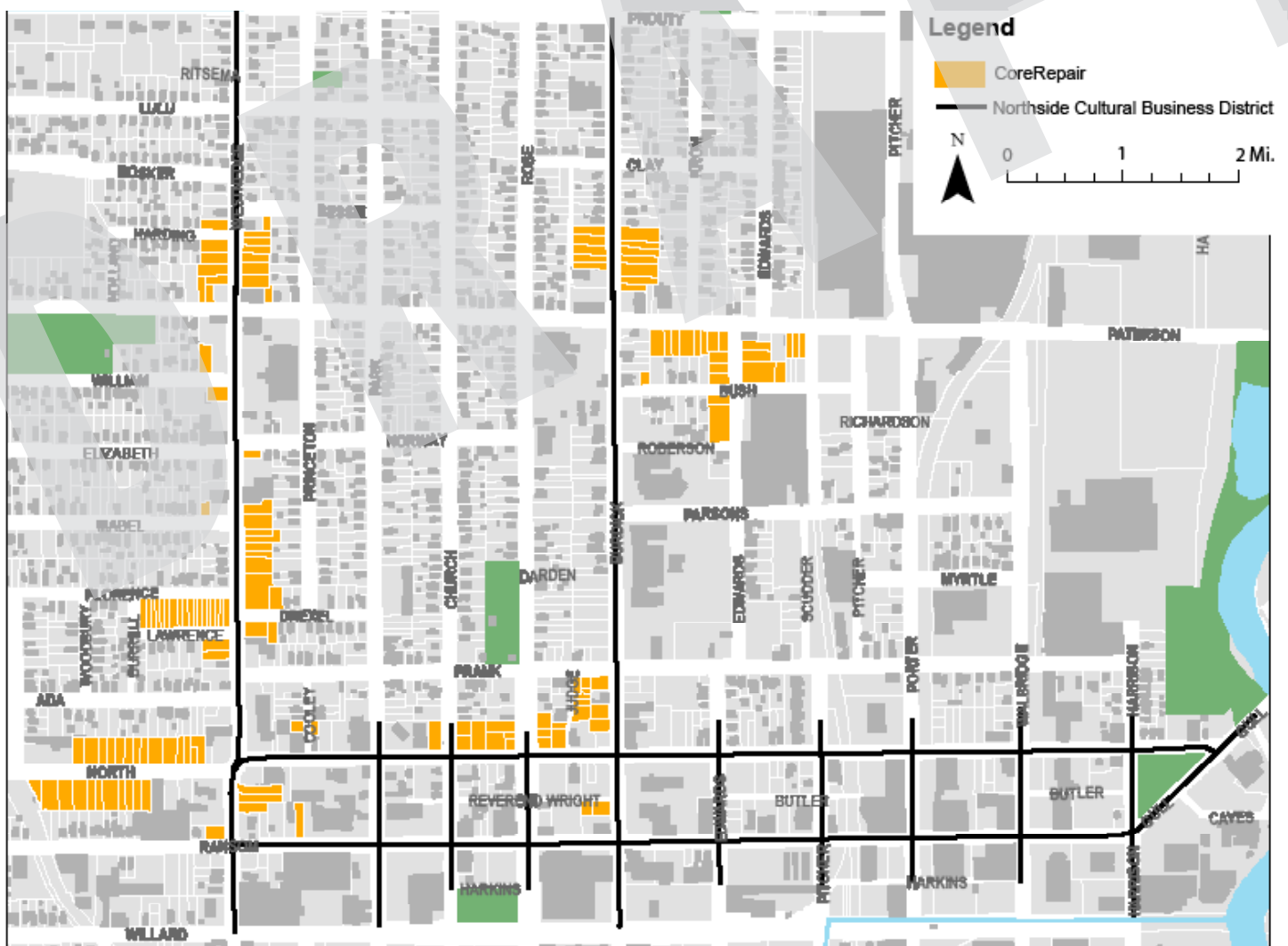
"People Helping People" Since 1981

Northside Association for Community Development

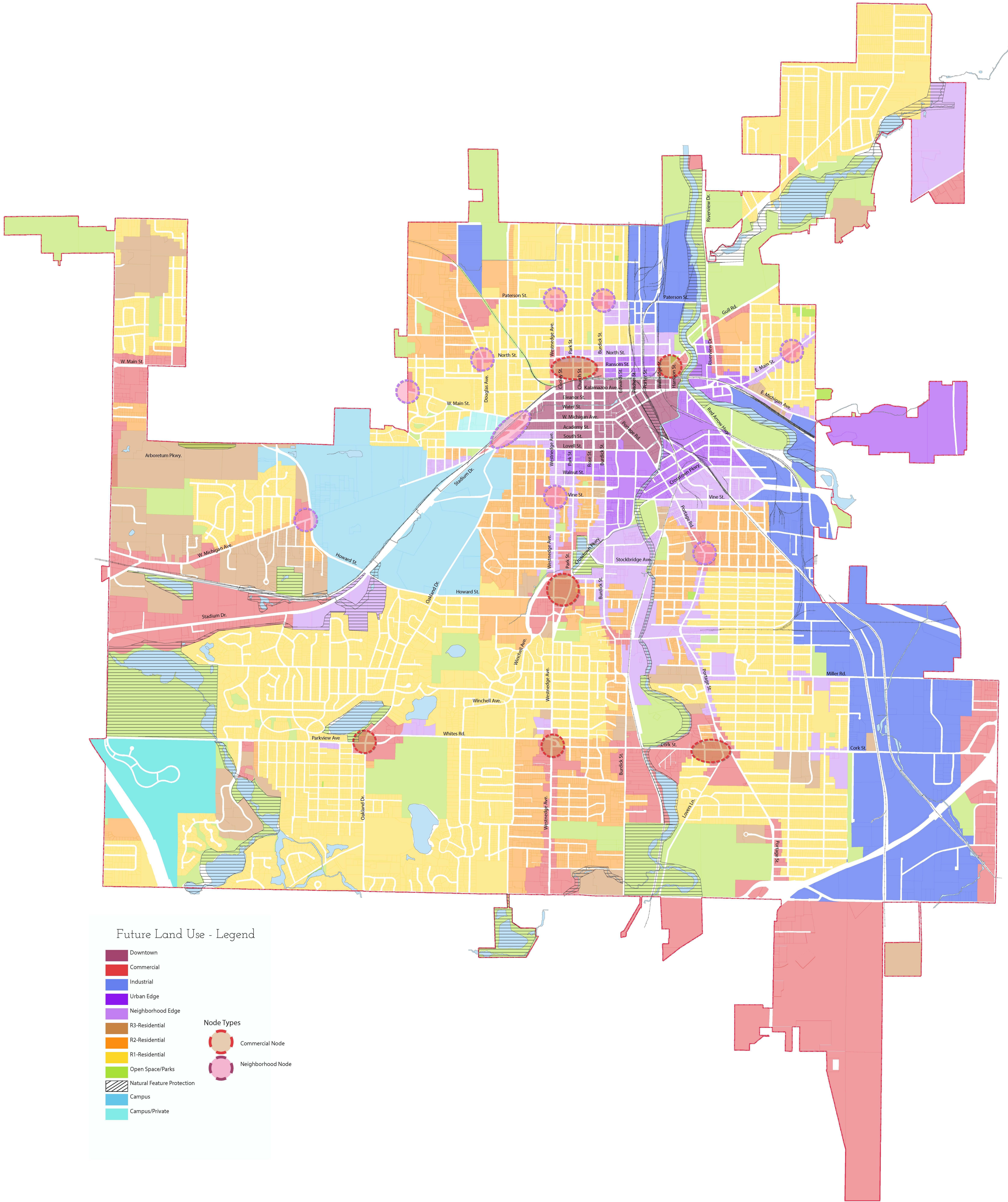
Action: Preserve Housing (Core Repair)

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

[illegible]

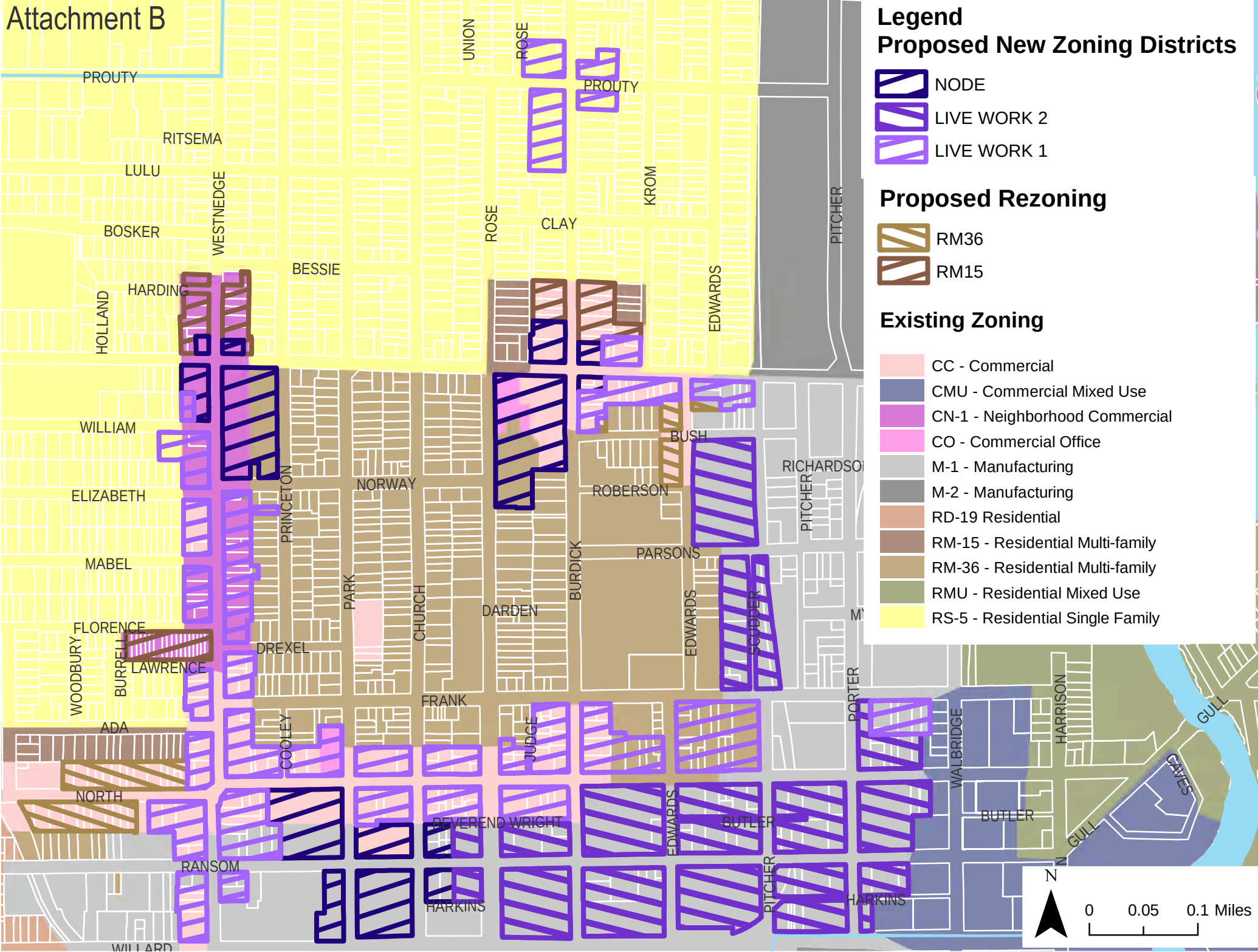
06-16-289-012	518 W NORTH	CC	RM36	Return to a Residential District
06-16-293-009	523 W NORTH	M-1, CC	LiveWork 1	Allow flexible mix of commercial & residential uses, including existing homes
06-16-288-400	524 W NORTH	CC	RM36	Return to a Residential District
06-16-288-500	530 W NORTH	CC	RM36	Return to 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: Jerome R Kisscorni, Assistant City Manager

DATE: 10/24/2018

SUBJECT: Resolution Approving an Industrial Facilities Exemption Certificate (IFEC) Application for Schupan & Sons

RECOMMENDATION

It is recommended that the City Commission adopt a RESOLUTION approving the application of Schupan & Sons, Inc. for an Industrial Facilities Tax Exemption Certificate for its facility in Kalamazoo Industrial Development District no. 95 located at 4200 Davis Creek Court; and approving a local agreement pursuant to public act 334 of 1993.

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 has been scheduled for November 19, 2018, to receive public comments on the application from Schupan & Sons LLC 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 adopt the resolution approving an IFTEC Application for Schupan & Sons. This option is not recommended.

ATTACHMENTS:

Type	Description
▢ Resolution	IFTEC Approval Resolution
▢ Agreement	IFTEC Local Agreement
▢ Background Material	Fiscal Impact Statement

SCHUPAN & SONS, INC
4200 DAVIS CREEK COUTR
Industrial Development District No. 95

#4

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPLICATION OF SCHUPAN & SONS, INC.
FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE FOR ITS
FACILITY IN KALAMAZOO INDUSTRIAL DEVELOPMENT DISTRICT NO. 95 AND
APPROVING LOCAL AGREEMENT PURSUANT TO PUBLIC ACT 334 OF 1993**

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

PRESENT, Commissioners:

ABSENT, Commissioners:

A. Under 1974 PA 198, Sec. 207.55l, et seq., the City Commission by resolution adopted on November 5, 2018, established Kalamazoo Industrial Development District No. 95.

B. By resolution adopted on November 5, 2018, the City Commission accepted the application of SCHUPAN & SONS, INC. (Schupan) for an Industrial Facilities Exemption Certificate for its facility in Kalamazoo Industrial Development District No. 95 and directed the City Clerk to notify:

1. The City Assessor and the legislative body of each taxing unit which levies ad valorem taxes on the property located within Industrial Development District No. 95 that City Commission would consider the application for an Industrial Facilities Tax Exemption Certificate the City Commission meeting on November 19, 2018; and
2. The City Assessor and a representative of each of the taxing units of the opportunity each has 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.

C. During a regular meeting of the City Commission held on November 19, 2018, Schupan, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard and _____ appeared.

THEREFORE IT IS RESOLVED:

1. The City Commission finds:

- (a) That the building improvements did not occur before the establishment of the district.
- (b) That the building improvements had not begun earlier than six (6) months before November 5, 2018, the date of acceptance of the application for an Industrial Facilities Tax Exemption Certificate.
- (c) That the application relates to building improvements, which, when completed, will constitute a new facility within the meaning of the Act and will be situated in Kalamazoo Industrial Development District No. 95 established in Kalamazoo on November 5, 2018, by resolution of this City Commission.
- (d) That the completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Kalamazoo.
- (e) That completion of the facility will not have the primary effect of transferring employment from elsewhere in Michigan to the City of Kalamazoo.
- (f)
 - (i) That the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Kalamazoo, after granting the certificates, will not exceed 5% of an amount equal to the sum of the SEV of the City, plus the SEV of personal and real property thus exempted; and
 - (ii) That the granting of the Industrial Facilities Exemption Certificate, considered together with the aggregate amount of any Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the City of Kalamazoo or impairing the financial soundness of a taxing unit which levies ad valorem property taxes on real estate to be located in Kalamazoo Industrial Development District No. 95, because the equivalent effect of exemptions issued under 198 PA 1974 and 255 PA 1978 is to understate the SEV of the City by \$37,867,820 or approximately 2.5%.

2. That the application of SCHUPAN & SONS, INC. for an Industrial Facilities Tax Exemption Certificate with regard to building improvements in Kalamazoo Industrial Development District No. 95 is approved with the following conditions:

- (a) That the holder of the Industrial Facilities Tax Exemption Certificate shall, no later than June 30 of each year, report to the City Clerk the status of the tax exemption certificate, including the current value of the property to which the exemption applies, the value on which the industrial facilities tax is based, the number of jobs retained or created by the exemption, and a description of the current use of the facility.
- (b) Failure to provide the requested information by June 30, failure to complete the project within two (2) years, failure to proceed in good faith with the project consistent with the purpose of 1974 PA 198, failure to create or retain the jobs as represented in the application, or failure to use the project in the manner as described in the application are, separately and collectively, grounds for the revocation of the certificate.

3. The Industrial Facilities Tax Exemption Certificate (IFEC) for the building improvements, unless earlier revoked, shall be in effect for a period of six (6) years, commencing on December 31, 2019, and expiring on December 30, 2025.

4. Under the provisions of Public Act 334 of 1993, the attached local agreement is approved.

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 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

INDUSTRIAL FACILITIES

EXEMPTION CERTIFICATE [IFEC] AGREEMENT (P.A. 198)

AGREEMENT made November ___, 2018, between the CITY OF KALAMAZOO, a Michigan municipal corporation, 241 West South Street, Kalamazoo, Michigan ("City"); and SCHUPAN & SONS, INC., a Michigan for profit corporation, and SZR, LLC, a Michigan limited liability company, both having an address at 2619 Miller Road, Kalamazoo, Michigan 49001 (collectively, "Schupan")

Recitals:

A. The City has received a written application from Schupan under Public Act 198 of 1974, MCL 207.551 et. seq. (the "Act"), for the issuance of an Act 198 Industrial Facilities (Tax) Exemption Certificate ("Certificate") for the construction of an approximate 40,000 square feet addition to the existing building of approximately 100,000 square feet to expand the operations of its Schupan Aluminum & Plastic Sales division (the "Project") that was established as:

¶ Industrial Development District Number 95, as amended, (the "District") by the City of Kalamazoo on November 19, 2018, which site is located at 4200 Davis Creek Court, Kalamazoo, Michigan.

B. SZR, LLC, a Michigan limited liability company, is the owner of certain real property commonly known as 4233 Davis Creek Court, Kalamazoo, Michigan and 3603 East Kilgore Road, Kalamazoo, Michigan (collectively, the "SZR Property"), which is adjacent to the site located at 4200 Davis Creek Court, Kalamazoo, Michigan.

C. In connection with making the Improvements (as defined herein) for the Project, SZR, LLC will lease the SZR Property to Schupan & Sons, Inc.

D. Schupan has represented to the City that granting of the Certificate will enable it to complete the facility, which will create employment, retain employment, or prevent a loss of employment within the City.

E. The City has established a tax incentive policy that provides opportunities for business development, redevelopment and expansion, and more effectively uses those

incentives to benefit the local economy through stimulating economic growth, creation/retention of jobs, increasing tax revenue, and providing a more favorable living and business climate.

F. The City has determined that Schupan meets the requirements within its tax incentive policy.

G. Public Act 334 of 1993, MCL 207.572, requires a written agreement between the City and the Schupan before the Michigan Department of Treasury may approve a Certificate ("Agreement").

H. Before entering into this Agreement, Schupan has had the opportunity to review the City's tax incentive policy for Act 198 Tax Abatements and Ex-Offender Purchasing Policy regarding the hiring of new employees created because of this Certificate, and to seek legal counsel regarding these policies, the relevant provisions of the Act and its rights and obligations as set forth below.

NOW, THEREFORE, in consideration of the approval of the Industrial Facilities Exemption Certificate, the parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated by reference into this section.
2. Schupan, as a result of the construction, restoration, replacement, or other capital investments (collectively "Improvements") to an existing or new facility or in new technology, as more fully stated in its application, shall create not less than 50 new full time equivalent jobs and relocate and retain not less than 236 full time equivalent existing jobs, as detailed below, from its existing location as a consequence of, and for the duration of, its Project. For any new employees hired in connection with the Project Schupan will follow the City's Ex-Offender Purchasing Policy, attached as Exhibit A. Schupan further agrees to pay the City's wage standard for those new jobs within the District, defined as an hourly rate which, on an annual basis, is equal to or exceeds:

- a. 125% of the federal poverty income guidelines from the U.S. Department of Health and Human Services for a family of three, plus health care insurance coverage; or
- b. 150% of the federal poverty income guidelines from the U.S. Department of Health and Human Services for a family of three if health benefits are not provided to the employees.

The specific categories of employment Schupan will use those employment numbers in reporting are shown below. In addition, the average wage information, per category of job is also identified below and shown as it will be reported during the annual abatement report.

JOBS INFORMATION	Initial Year of Abatement			
	Jobs Created		Jobs Retained	
	New Full-time Jobs	Average Weekly Wage	Full-time Jobs	Average Weekly Wage
Jobs Category				
Managerial	0	\$1,829	11	\$1,776
Professional	3	\$970	11	\$942
Technical	6	\$1,303	14	\$1,265
Sales	2	\$1,406	3	\$1,365
Clerical	2	\$714	8	\$693
Craftsman (skilled)	15	\$901	39	\$875
Operators(semi-skilled)	20	\$626	109	\$608
Laborers (untrained)	3	\$554	30	\$538
Service	2	\$1,051	11	\$1,020

3. Schupan expects that the costs of the proposed Improvements, as the basis for which the Certificate is issued, shall be within 10 percent (10%) of the estimated amount stated in its application for the Certificate.
4. Throughout the term of this Agreement, and as long as the Certificate remains effective, Schupan shall, in addition to the requirements under section 2, perform or satisfy each of the following obligations:

- a. Schupan will not cease or relocate any portion of the business, facility or operations located within the District prior to the termination of the Certificate without the prior approval by the City of a transfer of the Certificate to a third party who continues adequate operations within the District or elsewhere in the City.
 - b. Schupan will pay all taxes owing under this Certificate when due.
 - c. Schupan shall submit annual or other regular reports to the City and the City Assessor as required under City policy and procedure, setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the application for the Certificate. Schupan acknowledges its responsibility to report the Project completion within 30 days and final investment and job creation/retention figures within 90 days of completion of the IFEC project to both the State Tax Commission and the City Assessor's Office.
 - d. By accepting the benefits of the tax abatement Schupan waives appeal of real property tax assessments concerning property which is the subject of the Certificate. Appeal of real property taxes upon completion of the Project is considered a default of this Agreement, for which the City may seek its remedies under section 7.
 - e. Schupan shall comply with all applicable City codes.
5. The parties agree that the City, in approving the tax abatement, has relied on the actions, representations, promises, and good faith of Schupan, including the estimates and expectations described in its application, to mean the state approved form for this purpose plus any supplemental information required by the City to process such application.
6. The term of the Certificate granted by the City shall be six (6) years for real property (building); and this Agreement shall remain in force for that 6-year period.
7. The parties agree that exclusive jurisdiction to commence proceedings in the district or circuit courts for any disputes in this Agreement is in Kalamazoo County, Michigan. The City shall enforce any default of the provisions of this Agreement in law or equity, and without limitation include the right to:

- a. Request that the State Tax Commission either reduce the term of the abatement or revoke the Certificate prospectively.
 - b. Revoke the Certificate and terminate the District.
 - c. Require Schupan to repay the City all abated taxes which previously benefited Schupan for disbursement proportionately to all taxing units having taxing jurisdiction over the improvements, plus all accrued interest, penalties and administration fees
 - d. Seek, at its option, repayment of future taxes as allowed under section 21(2) of the Act, being MCL 207.571(2).
 - e. Collect any payments due under the above subsections c. and d. by either court proceedings or by adding to the next taxes due against the Schupan's property on the next tax roll of the City.
8. The City, however, shall not seek any remedy under section 7 until after all of the following have occurred:
 - a. The City shall have given written notice to Schupan declaring a default and specifying the manner in which Schupan is in default. Before a default is declared, the City and Schupan shall meet with appropriate representatives to discuss the claimed default and how it may be cured.
 - b. Schupan has not cured that default within thirty (30) days after receiving the notice, except that if the Schupan is diligently pursuing a cure, this thirty (30) day period shall automatically be extended for an additional thirty (30) days.
9. It is understood that the City of Kalamazoo encourages Schupan to review job applications of city residents, particularly those City of Kalamazoo residents who have completed or have participated in local employment training programs, prior to filling new jobs in its facilities. In fulfilling this requirement Schupan will make good faith efforts to consult with Michigan Works and/or other workforce development agencies identified in the list provided to Schupan by the City as a part of this Application.
10. Schupan further agrees that during the term of the Certificate, Schupan shall not discriminate against any person on the basis of race, creed, color, sex, religious

orientation, age, or other criteria as prohibited by City, state or federal ordinances and legislation.

11. Schupan further agrees that if Schupan ceases its use of the Project, and another entity asks the City for a transfer of the abatement, Schupan will cooperate with the City regarding the transfer by advising the transferee or new owner of the terms and conditions of this Agreement and by assisting the City to obtain the signature of the authorized agent of the transferee or new owner on this Agreement or one substantively the same.

12. Notices required under this Agreement are effective if done in writing and forwarded or delivered to the other party (i) in person, or (ii) through a nationally recognized overnight carrier, or by first-class or certified mail-return receipt requested, with postage fully pre-paid, and addressed to the parties at the last known address in the City of Kalamazoo.

13. If the various sections and provisions of this Agreement are declared unconstitutional or invalid by any court of competent jurisdiction, that determination shall not affect the validity of the Agreement as a whole or any other section or provision except the section or provision that is declared unconstitutional or invalid.

14. The benefits and obligations under this Agreement shall accrue to and shall bind the successors, assignees, and transferees of the Schupan.

15. This Agreement, including the exhibits, contain all of the representations and statements by the City and Schupan to one another, and express the entire understanding between them regarding application for the Certificate. All prior and contemporaneous communications concerning this application are merged in and replaced by this Agreement. Any amendment to this Agreement is effective only if in writing and signed by the authorized representatives of both parties following approval by the governing bodies of each party.

IN WITNESS WHEREOF, the parties have signed this Agreement effective on the date it is approved by the City Commission for the City of Kalamazoo.

SIGNATURES INTENTIONALLY ON NEXT PAGE

Dated: November ____, 2018

CITY OF KALAMAZOO

By: _____
James K. Ritsema
Its: City Manager

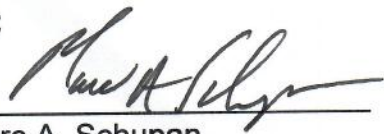
Dated: November 9, 2018

SCHUPAN & SONS, INC.

By: 
Marc A. Schupan
Its: President and CEO

Dated: November 9, 2018

SZR, LLC

By: 
Marc A. Schupan
Its: Member

K:\Attydocs\RESOLUTIONS\IDD#95(Schupan)
10/30/18

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

BEGINNING 2018 ROLL	TOTAL TAXABLE	IFT ROLL	% OF TOTAL	
	\$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: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Gary Doorlag, City Fleet Manager

DATE: 10/30/2018

SUBJECT: Purchase of Dump Box with hoist, scraper, wing blade and salt spreader – Bid Reference # 065-10-034.0

RECOMMENDATION

It is recommended that City Commission approve the purchase of a dump box with hoist, scraper, wing blade and salt spreader to up fit one city owned cab and chassis from Truck & Trailer, Inc. in the amount of \$112,268.00.

BACKGROUND

The Purchasing Department solicited bids in September 2018 for the purchase of one (1) dump body with hoist, scraper, wing blade and salt spreader for previously purchased city chassis. This truck's primary use after up fitting will be for street maintenance and snow removal by streets department personal.

Truck & Trailer was the only bidder that meets specifications for this project that has a load sensing piston pump for hydraulics and a Bosch Rexroth ground speed controller.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds have been budgeted for this expenditure in the CIP budget.

ALTERNATIVES

There are no viable alternatives to not purchasing a body at this time as the chassis has been previously purchased and cannot be completed for use without up fitting a dump body.

ATTACHMENTS:

	Type	Description
	Bid	
▢	Results	Bid Results
	Summary	

**SECTION II
BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to furnish and install dump bodies with scrapers as specified herein:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Cost of Installed Non-Heated Dump Body with Scraper & Wing Blade	\$ <u>87,792.00</u> X 1 EA	\$ <u>87,792.00</u>

Brand name and model of truck body bid. crysteel 15' stainless steel select/ rip raptor radius dump

Brand name of underbody scraper bid. monroe 4512 - 12ft scraper

Expected delivery date? 270 - 300 days ARO

OPTION- SPREADER:

Brand name of spreader unit bid? MONROE

Model number of spreader bid? MONROE MCV-168-84-50 dual auger V Box 201 stainless steel

Cost of spreaders if installed as part of the body award \$ 24,476.00

Cost of spreaders if drop shipped to Kalamazoo \$ 23,201.00

Expected delivery date 270 -300 days ARO

Deviations – please list any deviations to the specifications:

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

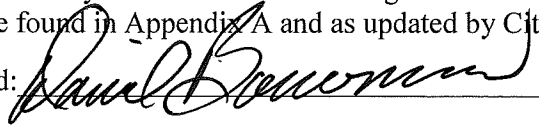
Dated: _____

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Guaranteed delivery within _____ working days after receipt of notification of award.

The City encourages the use of local labor in fulfilling the requirements of this contract.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed:  Name: Dan Bouwman

Title: President

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City's specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: NA

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: _____

The above information is accurate: _____

Signature: _____ Date: _____

Title: _____

Revised April 2008

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidders employment application form

- ☒ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- ☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- ☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- ☒ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE

10/19/18

Date


Signature

Dan Bouwman

Printed Name

President

Position



Employment Application

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Desired Salary: \$ _____

Position Applied for: _____

Are you a citizen of the United States? YES ☐ NO ☐ If no, are you authorized to work in the U.S.? YES ☐ NO ☐

Have you ever worked for this company? YES ☐ NO ☐ If yes, when? _____

If hired, would you have transportation to/from work? [] Y or [] N

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.) [] Y or [] N

If hired, would you be able to present evidence of your U.S. citizenship or proof of your legal right to work in the United States? [] Y or [] N

If hired, are you willing to submit to and pass a controlled substance test? [] Y or [] N

Are you able to perform the essential functions of the job for which you are applying, either with / without reasonable accommodation? [] Y or [] N

If no, describe the functions that cannot be performed

(Note: Company complies with the ADA and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions. It is possible that a hire may be tested on skill/agility and may be subject to a medical examination conducted by a medical professional.)

Driver's License: Operator _____ CDL _____ CDL Type _____ Endorsements _____ Expiration _____

Have you ever been convicted of a felony: ☐ Y ☐ N

If yes, explain: _____

Education

High School: _____ Address: _____

From: _____ To: _____ Did you graduate? YES ☐ NO ☐ Diploma: _____

College: _____ Address: _____

From: _____ To: _____ Did you graduate? YES ☐ NO ☐ Degree: _____

Other: _____ Address: _____

From: _____ To: _____ Did you graduate? YES ☐ NO ☐ Degree: _____

References

Please list three professional references.

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Previous Employment

Company: _____ Phone: _____

Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES ☐ NO ☐

Company: _____ Phone: _____

Address: _____ Supervisor: _____

Job Title: _____ Starting Salary:\$ _____ Ending Salary:\$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES ☐ NO ☐

Company: _____ Phone: _____

Address: _____ Supervisor: _____

Job Title: _____ Starting Salary:\$ _____ Ending Salary:\$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES ☐ NO ☐

Military Service

Branch: _____ From: _____ To: _____

Rank at Discharge: _____ Type of Discharge: _____

If other than honorable, explain: _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature: _____ Date: _____

Unsigned applications will not be considered. Attach resume to application.

We are an equal opportunity employer. We do not discriminate on the basis of race, religion, color, sex, national origin, marital status, or disability. Hire is contingent upon successful completion of preemployment drug test and health physical.

CITY OF KALAMAZOO – INVITATION FOR BIDS
Non-Heated Dump Body with Scraper, Wing Blade and Spreader

Page 5
Reference No: 065-10-034.0

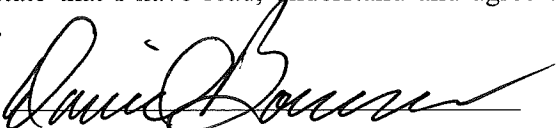
I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 38-2547438

Remittance Address: 3286 Hanna Lake Ind Dr , Dutton Mi 49316

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED:  NAME: Dan Bouwman
(Type or Print)

TITLE: President DATE: 10/19/18

FIRM NAME: Truck & Trailer Speccialties Inc

ADDRESS: 3286 Hanna Lake Ind Dr Dutton Mi 49316
(if any)
(Street address) (City) (State) (Zip)

PHONE: 616-698-8215 FAX: 616-698-0972

EMAIL ADDRESS: Skloosterman@ttspec.com

FOR CITY USE ONLY - DO NOT WRITE BELOW

**SECTION III
SPECIFICATIONS**

1. SCOPE AND INTENT

These specifications describe the requirements to furnish one (1) Crysteel Rip Raptor style dump body with scraper, wing blade and spreader. Price bid shall include cost to furnish and install equipment on cabs and chassis provided by the City.

2. PART OR DETAIL

Bidders shall not omit any part or detail which is normally considered to be standard even though such part or detail may not be mentioned in the specifications.

3. CONTRACTOR'S RESPONSIBILITY

The successful bidder shall assume full responsibility for all materials, workmanship and accessories used in the unit whether of his/her manufacture or by others. If a unit is delivered incomplete or if it contains any defective or damaged parts, the successful bidder shall complete and/or replace such items at no cost to the City, including labor. If, in addition to the above, the City finds it necessary to perform any work which would have been done by the manufacturer within the intent of these specifications, the successful bidder shall reimburse the City for all costs incidental thereto.

4. GUARANTEE

The Contractor shall guarantee his/her workmanship and materials for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials of work which shall fail to function or perform or be found defective without cost to the City.

5. PRICES, PICKUP AND DELIVERY

The prices quoted shall be for the complete work in accordance with the specifications and shall include all shipping, delivery and installation costs. Vendor shall be responsible for picking up new chassis from and delivering them to the City of Kalamazoo Fleet Services Division at 415 Stockbridge Avenue, Building B, Kalamazoo, MI, 49001 After coordination with Gary Doorlag, City Fleet Manager at (269) 337-8761 or Mike Gibson, Shop Supervisor at (269) 337-8162.

6. QUESTIONS

Questions relative to the bidding procedures and terms and conditions may be addressed to Monica Johnson, Buyer at (269) 337-8603. Questions regarding the specifications may be addressed to Gary Doorlag, City Fleet Manager at (269) 337-8761 or Mike Gibson at (269) 337-8162.

7. ITEMS REMOVED

All items removed from cab and chassis by body installer (frame ends, fuel tanks, exhaust, etc.) remain the property of the City of Kalamazoo and are to be returned with the completed truck.

8. MANUALS

- 8.1 Contractor shall provide shop repair and operator manuals for each unit awarded at the time of delivery of unit.
- 8.2 Body vendor shall supply shop repair and operator's manuals for each body and hydraulic system if applicable. Vendor shall be responsible for picking up new chassis from and delivering them to the City of Kalamazoo Fleet Services Division at 415 Stockbridge Ave. BLD B. Kalamazoo, MI, 49001 after coordination with City Fleet Manager (Gary Doorlag) at (269) 337-8761, or Shop Supervisor (Mike Gibson) at (269) 337-8162.

9. EQUIPMENT SPECIFICATIONS

- 9.1 To be mounted on 2019 International 6x4 72,000 G.V.W. truck chassis with a 212" wheelbase, 144" CT dimension equipped with a body builder's package. Body must be separate from all other add on components. (Not to be welded to underbelly H brackets).
- 9.2 Dump body approximate dimensions: 15' long x 8' wide x 38" high x 47" ends (12 to 14 cu. yard capacity.)

Install Crysteel Rip Raptor or equivalent style dump body that includes the following
Minimum of 7GA 201 stainless steel body sides and ends
Stainless meets the AR floor at the fender line
Floor is constructed of ¼" AR400 steel
26" floor to side radius
Stainless steel full length fenders
Latches and all tailgate hardware to be stainless steel
Stainless steel wedge light boxes on the rear, three hole
Body includes I beam understructure with 8" body longitudinals
Stainless ½ cab shield 10 ga
Body up light switch
Mud flaps in frt and behind rear tires
Pockets on the outside of frt and rear for V box
Stainless steel is unpainted
Air operated tail gate
- 9.3 Hoist shall be a single cylinder, trunnion mounted, (preferably inverted) telescopic type hoist with nitrated cylinder tubes, grease-less bushings. Cylinder shall be a double acting cylinder with relief for body down function. At a minimum, hoist shall be a class 120 NTEA-rated hoist with a 40 ton lifting capacity. Dog house for hoist shall extend into box no more than 12" to allow for 14' salt spreader to be installed. Dump box shall have two body prop rods (one on each side of frame). Prop rods shall hold body at least 60% open and be self-supporting in the upright position for engagement when body is lowered onto them.
- 9.4 Dump body shall be mounted with 9" overhang from centerline of hinge pins to allow for hook –up to paver in summer months.
- 9.5 Hoist and body shall be warranted by a single vendor and meet all AOSHA and M.D.O.T. standards.

EQUIPMENT SPECIFICATIONS (cont.)

- 9.6 The body shall be equipped with all lights and reflectors to meet FMVSS 108. Lights and harnesses shall conform to ATA and MMTA standards. All connections are to be molded plug assemblies. (Crimp connectors are not acceptable.) Any electrical wiring and rewiring shall be soldered with shrink rap covering. LED Back up lights and combination style stop, tail, turn lights shall be recessed and mounted high in rear corner light box with a sealed, one-piece harness. A pair of LED amber flashing lights wired to a separate auxiliary switch that operate independent of factory turn signal and emergency flashers shall be mounted at top of rear light wedge box and a pair of amber/green oval flashers mounted on the outside of cab shield and a LED amber green flasher light mounted on the left side of cab shield forward of the tarp brush guard . Clearance lights are to be recessed and mounted in rubber grommets. All wires are to be in a loom or wiring harness, mounted with metal type holders (plastic wire ties are not acceptable.) All connections or splices are to be made inside a water-tight junction box mounted on rear frame cross member. A pair of front, rectangular style plow lights with turn indicators shall be mounted on reinforced aluminum or stainless brackets fixed to the vehicle hood and above the front plow in plain vision. Plow lights shall be wired to the Aux plow light switch and operate only while key is on and be independent of any existing lights. The six axillary switches in the dash shall operate the following functions (from left to right) if possible. Beacon light, auxiliary flashers, sander light, left underbelly plow tip light, right underbelly plow tip light and wing light if applicable.
- 9.7 Furnish and install heavy duty black rubber mud flaps (with no advertising) in front of and behind the tandems.
- 9.8 Fully enclose the rear frame with ¾" steel plate measuring approximately 20" x 30", welded and gusseted to extend below main frame channels install a PH45 pintle hook, D rings for safety chains, mount glad hands for trailer air lines and plug for trailer lights.
- 9.9 Any necessary exhaust modifications shall be subject to approval by the truck manufacturer and authorized City personnel.
- 9.10 Install Roll Rite or equivalent electric tarp system that includes the following features. Side arms are mounted high on dump box, aluminum wind deflector, tarp arms and tension bows Also has a black asphalt grade tarp.
- 9.11 Body vendor shall supply shop repair and operator's manuals for each body and hydraulic system installed if applicable. Vendor shall be responsible for picking up new chassis from and delivering completed chassis to the City of Kalamazoo Fleet Services Division at 415 Stockbridge Ave. BLD B. Kalamazoo, MI, 49001 after coordination with City Fleet Manager (Gary Doorlag) at (269) 337-8761, or Shop Supervisor (Mike Gibson) at (269) 337-8162
- 9.12 All items removed from cab and chassis by body installer (frame ends, fuel tanks, exhaust, etc.) remain the property of the City of Kalamazoo and are to be returned with the completed truck.

10. CENTRAL HYDRAULIC SYSTEM

- 10.1 Central hydraulic system that is capable of operating dump body, hydraulic dual angle front plow with power up and power down, underbody scraper up/down, underbody scraper dual swing, wing blade up/down and in box salt spreader and spinner. Hydraulic system shall include all hoses, fittings and hardware to connect to and operate all of the above equipment and be connected. Final termination point for front blade left and right swing shall have ½" male and female poppet style couplers (pioneer Female #4050-4P and Pioneer male #8010-4p) like used currently by the City attached. Couplers shall include rubber covers to keep moisture out and be mounted to front frame extension behind plow horizontally to keep out excessive moisture.
- 10.2 Hydraulic system shall be equipped with a Dan foss 147cc load sensing piston pump or prior approved equal. The pump shall have a low oil shut off solenoid plumbed directly to the pump that will rescue the hydraulic system in the event of a low fluid level. Block shall be capable of stopping oil flow to the main hydraulic system when actuated. It shall be wired so that it is activated by an electric in tank float type level indicator that is mounted in the top portion of the reservoir. The system shall be designed so that when the float contacts close, the block stops pump flow to the main system and an indicator in the cab alerts the operator of the problem. There shall be a low oil control mounted in the cab that will have a low oil override switch for mechanics to de-energize the shutdown system and facilitate diagnostics and equipment storage.
- 10.3 The hydraulic pump shall be mounted with shaft centerline parallel to the crankshaft centerline and at a level to create not more than a three degree angle on the driveline. Pump shall be mounted on a bracket fabricated to mount in the extended frame rails of the truck.
- 10.4 The hydraulic pump shall be driven directly off the engine crankshaft via a splined driveline to allow for movement. The driveline shall be a 1310 series and include grease fittings on both u-joints
- 10.5 System shall be equipped with a U.S. manufactured hydraulic control valve with a field replaceable un-loader cartridge. The valve shall have a mid-inlet with the hoist stacked on one side and all other sections stacked on the other side. All ports shall be level with each other so as to lay flat on its base and be mounted in a weather-tight enclosure. Valve porting will be #16 inlet, #20 outlet, #16 hoist, and #10 or #12 for all the other sections. Valve to be arranged as follows: Hoist, power up and down with a down side relief set at 500 PSI. Front plow lift, (power up and power down), Front plow turn, (left and right) Scraper lift, power up with a work port relief set at 1000 PSI and power down with a work port relief set at 500 PSI., Scraper swing, (left and right.) Wing Blade (up/down) Conveyer -12 volt electronic proportional controlled (EPC) cartridge with 15 GPM spool, built in pressure compensator, 7/16-20 UNF screw style manual over-ride and weather pack connectors. Spinner - 12 volt EPC cartridge with 5 GPM spool, built in pressure compensator and 7/16-20 UNF screw style manual over-ride with weather pack connectors.
- 10.6 The valve assemblies shall be mounted in a weather-tight enclosure on the outside of drivers side frame (if space allows) and be accessible when the body is down. Valve enclosure base shall be a minimum of 10 gauge steel. Lid shall be a minimum of 12. Enclosure shall be designed to not allow humidity to be trapped inside. Valves are to be mounted with all ports coming out the bottom and have holes allowing for hose adapter fittings (the use of bulkhead fittings is unacceptable). Valves will be "Boxed In" with the cover and not by the base. The cover shall be held to the base by four heavy-duty rubber latches. All plumbing shall be external of the valve enclosure.

CENTRAL HYDRAULIC SYSTEM (cont.)

- 10.7 Valves shall be controlled by a Pneu-Logic air/electric joystick with padded arm rest and counsel (or similar approved equal). Joystick shall incorporate selectable buttons to operate all major hydraulic functions of the truck and be mounted to the right of the driver. Buttons shall control function in the order below if possible; 1st button to far left controls underbody up/down, left/right. 2nd button in from left, Front plow up/down/left/right. 3rd button, Wing blade, 4th button, (or button to far right) Dump body up/down. 2nd row or lower buttons should be able to control pause and blast for spreading operations. All functions shall have a lock option to prevent accidental actuation. Counsel and joystick shall clear the driver's seat and all other equipment in the cab. Wiring from stick to air control valves shall have DIN type connectors. A boxed in enclosure with removable access panels built under the arm rest and counsel shall house any items needed for control operation. All air lines shall be color coded so they can be easily traced.
- 10.8 The spreader controller is a Bosch Rex Roth Model CS550 that includes A display (in plain view of the driver while looking forward) showing operating function information. A ground speed control shall regulate the conveyor, spinner and pre-wet speeds. All shall be adjustable inside calibration and provide multi proportional control from closed to fully open. There shall be a blast feature and pause feature that can be adjustable up to 15 seconds long for momentary or timed blast of material along with an unload feature for both solid and liquid materials. The front face panel shall indicate "standby" and blast modes". Other features shall include road temp with display on dash, GPS interface capabilities, key protected access to system settings remote standby and blast inputs, switch selectable speedometer interrupt (sander shutdown when vehicle stops), and reverse polarity protection.
- 10.9 A combination fuel and hydraulic oil tank (7GA Stainless steel construction) shall be top of frame mounted behind the cab with a step assembly mounted on left side. Hydraulic portion of tank shall have full flow shutoff valves on both the inlet and outlet hoses (close to the tank) unless the return line is above or at the full level of the tank. (In that case, only the outlet will need a shut off valve) Fuel shall be approximately 80 gallons, hydraulic oil, approximately 30 gallons. Tanks shall be separated from each other to eliminate possible interchange of fluids by a crack or break in bulkhead welds. Hydraulic tank shall have a sight glass, temperature gauge, basket type filler, breather cap, magnetic drain plug, two inch NPT suction line with 100-mesh screen type filter. Both tanks shall be secured behind the cab by an angle iron carriage bracket fabricated out of 2" x ¼ angle iron. Tanks shall be secured to that by three (3) straps fabricated of 2" x 1/8 " metal that is bolted directly to the carriage. (Tanks welded to bracket are not acceptable). Three (3) straps shall be utilized as follows, one (1) for oil, and two (2) for fuel tank. (Fuel tank levels shall be read by a sending unit that is calibrated to the tank and supplied and installed by the body vendor. (Correct reading operation by the trucks dash gauge is the responsibility of body vendor).
- 10.10 Hydraulic hoses for a rear box mounted spreader shall terminate close to or on the top of frame under dump box in rear and be rigid mounted. Hose ends shall be equipped with poppet style quick couplers and rubber dust caps. Couplers shall be horizontally mounted to keep out excess moisture and be the same brand as the ones that are currently used by the City.
- 10.11 The City primarily uses Pioneer connectors for spreader / Plow applications.
- 10.12 The hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be rated for no less than 60 GPM. Filter shall be a 10 micron micro-glass element and be equipped with a filter condition indicator gauge as well as a 12 volt indicator wired to a warning light and buzzer that will be mounted in the cab in a spot so that it is viewable by the operator. Note: One additional hydraulic filter element per unit shall be supplied with delivery of equipment.

CENTRAL HYDRAULIC SYSTEM (cont.)

- 10.13 All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within the hydraulic system. Suction line between reservoir and pump shall be a minimum of 2" I.D. with a SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps, (radiator hose clamps are unacceptable). All pressure hoses shall have female JIC swivel fittings on both ends and have a minimum SAE 100-R2 rating. Return lines shall have a minimum SAE 100-R1 rating. All fittings on the valve to be male JIC type fittings. All hydraulic lines shall be fastened with clamps (wire ties are not acceptable).
- 10.14 Vendor may need to relocate fuel tank, air dryer, battery box, exhaust system, cab entry steps and other related equipment as necessary to allow for underbody plow installation. The Equipment Service Manager shall work with the vendor to determine a suitable location (Battery box and air dryer shall be on outside of frame rail for easy access).
- 10.15 Front bumper to be fabricated out of 12" C Channel bolted to frame extension and be swept back on the corners. Bumper shall be primed and painted gloss black and have provisions made into it to access tow hooks on frame if originally on truck from factory. Frame extension shall be shortened to 12" in front of grill if pump allows. A large style (34" spread) Root front plow hitch (#104320 or equal) with double acting lift cylinder shall be mounted to the front bumper. The hitch and its brackets shall be bolted to front bumper so that it can be removed in summer if necessary.

11. UNDERBODY SCRAPER

- 11.1 It is the intent of this portion of the specification to purchase 12' Root or Monroe underbody blades meeting or exceeding the following minimum requirements.

Moldboard shall be 12' long, 1" thick and 20" wide.

Moldboard is heat treated with a pressed in off set.

The reverse table is 1" solid circle with infinite plowing positions available to 45 degrees.

Reversing is accomplished with two 4" double acting cylinders that provide a hydraulic lock for holding the moldboard in place while in use.

A crossover relief valve shall be furnished.

The cylinder rods are 2" in diameter and have a nitrate finish

All scraper cylinders have poly pak seals

The cylinders are mounted with 2" pivot pins

The circle rotates around a 5" minimum center pin and is attached with three ¾" mounting bolts and has a grease zerk fittings and welded in hardened bushing to prevent hole elongation.

The circle hold down blocks shall be a minimum of 20" long and 7" deep and be contoured to follow the shape of the circle. A 3/8" UHMW poly wear plate is located under the hold down block. At a 45 degree angle, all of the wear plate surface shall be in contact with the circle.

The hanger brackets are one piece solid ¾" plate

The hinge line is a solid shaft 96" in length and has 3 anchor points

The hinges are reinforced with a wrap around ½" gusset on the outer hinges and 2 gussets on the inner hinge.

The hinge shaft has 4 grease points

The inner hinge has 2 wear plate to prevent side to side shifting of the moldboard

UNDERBODY SCRAPER (cont.)

Moldboard actuation is accomplished by two 3-1/2" double acting cylinders with 2" nitrated rods
The canister cylinder assemble is retained by a 4-bolt flange assemble
Cushioning of the moldboard is with two H.D. shock assemblies with two internally mounted steel springs
A 3/4' x 6" by 72" flame hardened cutting edge shall be included for each side of the moldboard
Hydraulic steel tubing shall be externally mounted for ease of maintenance, steel tubing shall be retained with poly mounting blocks and all hydraulic hose and pipes shall be a minimum of 3/8" ID
Down pressure relief valve shall be pre-set at 500 PSI and shall be provided with the scraper
Grease extension tubing to central lube block for all scraper pivot points

11.2 A parts and service/operator's manual must be furnished at time of delivery of unit.

11.3 Final plumbing of underbody scraper shall be included as specified in the first paragraph of the hydraulic section.

12. MID MOUNT 9' WING BLADE

12.1 Monroe 9 ft. mid mount patrol wing or equivalent equal including the following minimum specifications;

Para-Glide style wing post mounted behind the scraper
Twin rear mounted, cushioned push arms with rear lift cylinder to operate the heel
Moldboard is break formed 3/16 steel with 3/4' x 4"x4" bottom angle
Moldboard is powder coated orange
D type rubber bumper stops
Safety chain at rear
5"x7" rear cross tube for rear wing support
Sequencing valve with hoses and couplers
LED marker light and flasher installed in a poly light box at the end of the wing
5/8" X 8" X 108" reverse curve steel cutting edge
Lock valves are built into the sequencing valve to prevent both the toe and heel cylinder from drifting when in the stored position.
A work light will be mounted in front of the wing assembly
Bracing or mount on rear of chassis for wing must be bolted to chassis so that it can be removed in the summer to allow truck to be used for paving operations.

13. SLIDE IN MATERIAL SPREADER

As an option, please include pricing for slide-in sand/salt spreaders constructed out of 201 stainless steel separately based on the following minimum specifications along with this bid.

- 13.1 Unit shall consist of a stainless steel body with dual auger feed and include (4) flat hooked type ratcheting hold down straps and all other components necessary to make a complete installed operating unit.
- 13.2 The spreader hopper shall be constructed of a minimum of 10 gauge 201 stainless steel with a 2" double crimped top edge formed for greater rigidity.
- 13.3 The hopper shall not be more than 84" outside width.
- 13.4 The hopper height shall be no more than 50" tall with a cubic yard capacity of 7.92 to 9.8 water level full. The hopper length shall be no more than 14 feet. It will have replaceable 201 stainless auger trough and have a dual 3:1 planetary gear box drive. It will be the vendors responsibility to insure fit inside unit bid.
- 13.5 The body longitudinals shall be manufactured of a minimum of 7 gauge 201 stainless steel.
- 13.6 Channel cross sills shall be a minimum of 7 gauge 201 stainless steel and tie the lower edge of the longitudinals to each side support.
- 13.7 Cross supports shall be as wide as possible, yet allow spreader to slide into a dump body.
- 13.8 A stainless steel inverted V will be installed over the augers.
- 13.9 There shall be front bearing grease extensions to the rear of the body.
- 13.10 The body will be on 4" X 6" wood riser what runs the long sill of the sander.
- 13.11 There shall be a screw type self-locking gate.
- 13.12 A 12" x 18" 10 gauge minimum 201 stainless steel feed gate and ruler shall be provided at the rear of the hopper to allow for accurate discharge.
- 13.13 Unit shall have 10 gauge 201 stainless steel formed side supports that extend the full side angle height and that are spaced on approximately (2') two foot centers.
- 13.14 A heavy duty lift loop shall be provided at each corner.
- 13.15 One motor shall include an integral application rate sensor
- 13.16 Galvanized top screens and center H beam
- 13.17 10 GA 201 stainless steel three position directional drop chute, drop chute allows for both spinners Applying salt or just left or right
- 13.18 Spinners are feed by a 6" fighting opposing auger in the drop chute
- 13.19 Direct drive motor each side for each spinner
- 13.20 Full opening bottom for easy cleanout
- 13.21. Two piece lid on top is also 201 stainless steel
- 13.22 Manufacturer shall provide caution labels, decals and any warnings deemed necessary.
- 13.23 Manufacturer shall attach their standard warranty statement. All components described herein shall carry a minimum one-year warranty.

SECTION IV
INDEMNITY AND INSURANCE

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

The Contractor shall procure and maintain the following insurance coverage:

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

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

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

SECTION IV
INDEMNITY AND INSURANCE
(cont.)

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

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

SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
 - 2) A single bid being received; or
 - 3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

6. INVOICING

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

9. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.

DEFAULT (cont.)

- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1.The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

2.The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.

3.If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4.Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5.The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6.The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a)Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b)Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c)Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.

Truck & Trailer Specialties Inc
3286 Hanna Lake Ind park
Dutton Mi 49316
616-698-8215

City of Kalamazoo

Bid Reference: 065-10-034.0

Bid for Non-Heated Dump Body with Scraper, Wing Blade, and Spreader

Install Crysteel 15' Rip Raptor Dump body including the following

- 7 GA 201 Stainless steel Body sides, and ends,
- Stainless meets the AR floor at the fender line
- floor is constructed of 1/4" AR400 steel
- 26" floor to side radius
- Side height is 42, tailgate height is 54"
- Air operated tailgate
- Stainless-steel Full-length fenders
- Fenders are welded on at the seam where stainless sides meet AR floor
- Finger latches and all tailgate hardware to be stainless steel construction
- Three-hole Stainless steel wedge light boxes on the rear
- Body includes western I beam understructure with 12" body longitudinal
- Stainless 1/2 cab shield 7 ga
- Install body up proximity switch with light
- Install non-advertised mud flaps in front of and behind drive tires
- Stainless Pockets on the outside of front and rear for tie down straps for V- box
- Stainless steel body to remain unpainted
- Body props
- Underside of body to be painted black
- Dog house will protrude into body no more than 15" inches

Install Crysteel M63138 marathon hoist including the following

- NTEA class 120
- Hoist is trunnion mounted including a floating cradle to minimize side pressure on the cylinder stages
- Greaseable rear hinge assembly
- Dump body, hoist, and air cylinder to be covered for a period of 5 years. Warranty begins when the final customer puts our product into service. This warranty will cover the dump body, hoist, and air cylinder for defective material and/or workmanship at a rate of 100% for the first (3) years and at a rate of 50% for years 4 and 5

Install Roll Rite electric tarp system including the following

- Aluminum wind deflector
- Aluminum tarp arms
- Aluminum tension bows
- 4 spring aluminum tarp pivots set mounted high on body
- 20' heavy duty asphalt tarp

Monroe MS4512 underbody scraper including:

- Moldboard is 12' long, 1" thick and 20" high

Moldboard is grade 50 Hi Tensile steel with a pressed in off set (not heat treated)
 The reverse table is 1" solid circle with infinite plowing positions available to 45 degrees
 Reversing is accomplished with two 4" double acting cylinders
 A crossover relief valve shall be furnished
 The cylinder rods are 2" in diameter and have socatri rods
 All scraper cylinder have polypak seals
 The cylinders are mounted with 2" pivot pins
 The circle rotates around a 5" center pin and is attached with three ¾" mounting bolts and has a grease zerk fitting, a welded in hardened bushing to prevent hole elongation is included, pin is piloted into the hanger boards
 The circle hold down blocks are 20.5" long and 7" deep, and are contoured to follow the shape of the circle. A 3/8" UHMW poly wear plate is located under the hold down block, at a 45-degree angle all of the wear plate surface is in contact with the circle
 The hanger brackets are one-piece solid ¾" plate
 The hanger board is ½" formed plate reinforced by ½" x 7-1/2" flat plate
 The hinge line is a solid shaft 96" in length and has 3 anchor points
 Two outer hinges are 3-1/4" OD by 6" long, center hinge is 3-1/4" OD by 10-3/4" long with a .344 wall thickness mechanical tubing
 The hinges are reinforced with a wrap around ½" gusset on the outer hinges and 2 gussets on the inner hinge
 The hinge shaft has 4 grease points
 The inner hinge has 2 wear plate to prevent side to side shifting of the moldboard
 Moldboard actuation is accomplished by two 3-1/2" double acting cylinders with 2" socatri rods
 The canister cylinder assemble is retained by a 4-bolt flange assemble
 Trunnion arms have bolt on caps
 Cushioning of the moldboard is with two H.D. shock assemblies with two internally mounted steel springs
 Hydraulic steel tubing is externally mounted for ease of maintenance, steel tubing is retained with poly mounting blocks
 All hydraulic hose and pipe is a minimum of 3/8" ID
 15-point grease extensions for all scraper pivot points
 Two GB52101 ¾"x6"x 72" flame hardened cutting edges installed

Install Combination fuel / hydraulic / valve enclosure #00166450

100-gallon fuel capacity and 35-gallon oil
 7 GA Stainless steel construction unpainted
 valve enclosure is mounted on the left side into the fuel side of tank
 tank section of the tank and includes a removable lid
 tank is approx. 35-36" in height
 tank includes a level sensor in the hydraulic tank, a sight gauge on end of the tank, a 3" supply port in the bottom of the hydraulic tank, and a mounting flange for an in tank filter, and a case drain port and drain in the bottom
 valve enclosure has 29" of clearance for the valve
 fuel tank has a drop tube for fuel supply and is vented
 tank includes a left mounted step assembly

tank is 72" long, 18.5" overall width, 35" tall
include no 248896 24" low oil sensor-brass
necessary ball valves
step mounted under valve enclosure
One additional hydraulic filter provided
The tank has its own cradle bolted to the frame of the truck, does not utilize straps

Hydraulic system and controller

Dan foss 147cc front mounted load sense piston pump
Solenoid operated shut down block with an override, activated by a low oil sensor in the hydraulic tank
Spicer 1310 drive line
Rex Roth 9M4-12 hydraulic valve to operate the following
dump up/down double acting,
scraper up/down
scraper swing
front plow up/down
front plow swing – with pioneer #4050-4P & #8010-4P
EPC for wing
EPC section for auger
EPC section for cross auger
EPC section for the spinners
All necessary hoses and fittings, Parker 451 hose
Lines to the rear will be stainless steel with stainless U clamps
Hydraulic stainless steel quick couplers for spreader, wing , front plow and spinner circuits

Install Pneu-Logic single, multi-function joystick control

Controls functions for scraper up down, scraper swing and hoist
4 function buttons and dead man safety switch
Remote pause and blast
Adjustable armrest
Switches for tarp control, low oil shutdown override and air tailgate release mounted in the arm rest
Heads up display mounted on the dash includes: joystick function buttons, low oil light, body up light and pump shut down light and wing down light

Ground speed controller is a Bosch Rexroth Model CS550: Including:

Backlit touch screen to display operating information and error messages
4 solid material selections with 9 application rate settings
4 liquid material selections with 9 application rate setting
9 spinner speed settings
Adjustable blast feature
Stationary unload feature for both solid and liquid materials
Console has key protection to access system settings
GPS WiFi interface capabilities
GPS and Wifi antennas are not included
PC based software
Trip summary report availability

System setup & calibration training is included

Road watch system mounted on driver side mirror with display either in the dash or wired into the 550 controller for display on the controller screen

Install Lighting & electrical including the following

Plow headlights mounted on aluminum brackets height to be determined

LED amber/green flashers EMPC2STS4 surface mounted on the side of cab shield, one facing street side another facing curbside.

Rear body lights are mounted in stainless steel wedge light box

Rear top hole LED amber oval flasher # EOVBREBZA

rear middle hole LED oval stop, turn, tail #ECVO62STT-AFA

rear bottom hole LED oval back up #ECVO62B2W-AFA

LED amber green flasher #ELB45BCHOPC mounted on left side cab shield forward of tarp with stainless steel brush guard

LED marker lights

Maxima LED work light for the sander both sides

Maxima LED work light for the scraper both sides

Maxima LED work light for the wing

Betts junction box

Auxiliary lights to be wired in cab switches in this order from left to right (cab shield beacon- rear facing amber and side facing amber green flashers -sander lights – left scraper light- right scraper and wing lights)

Install Monroe 9 ft mid mounted patrol wing includes the following :

Para-Glide style wing post mounted behind the scraper

Twin rear mounted, cushioned push arms with rear lift cylinder to operate the heel

Captive Moldboard is break formed 3/16 steel with 3/4' x 4"x4" bottom angle

Moldboard is powder coated orange

D type rubber bumper stops

Safety chain at rear

5"x7" rear cross tube for rear wing support

Sequencing valve with hoses and couplers

5/8" X 8" X 108" reverse curve steel cutting edge

Lock valves are built into the sequencing valve to prevent both the toe and heel

Cylinder from drifting when in the stored position.

Sound off LED # ENFSLSRV12 amber / green flasher and marker light mounted in a stainless steel light box at the end of the wing

Proximity switch with light for wing down

Removable rear mount for summer paving operations

Proximity switch to energize in cab light when wing is down

Front bumper and Hustling Type hitch

hitch and brackets to be bolted on removable if need be

12" channel front bumper with sweep back ends

Provisions for use of factory front tow hooks If supplied with chassis

34" Hustling hitch, double acting cylinder with socatri rod

Cushion valve for plow swing circuit

Hitch area is painted black

Install rear hitch mounting plate including the following

¾" steel hitch plate
PH45 pintle hook mount height to be determined
¾" D rings for safety chains
Remount OEM supplied plug
glad hands for the airlines
hitch area painted black

Installed price: \$87,792.00

Option: Both installed and uninstalled

Install Monroe MCV-168-84-50/201 dual auger v-box spreader including the following:

Spreader is 14' long, 84" wide and 50" high
201 stainless steel construction, un-painted
Body is 100% continuously welded
One piece, 10gauge, 201 stainless steel sides with 45degree sloped sides
Onepiece 7gauge, 201 stainless steel long sills
Replaceable 201 stainless steel auger trough
Dual 3:1 planetary gear box drive
One motor shall include a integral application rate sensor
Side gussets on 24" centers
Rear discharge with dual 7" progressive flight augers
A stainless steel inverted V will be installed over the augers
galvanized mild steel Top screens and center H beam,
Hydraulic interlock kit for top screens
Front bearing grease extensions to the rear of the body
Stainless steel tailgate latch
4" x 6" wood riser running with the long sill of sander
Four 4" ratchet binders mounted in each corner with straps
Speed sensor in one drive motor
No prewet system

Install Monroe model MS969-OW-DD/201 dual spinner for V box application

Includes the following
201 stainless steel trough and spill kit included
9" auger with one way flighting with direct drive motor
3 section top lid so outside sections can be closed during salting operations
The auger trough shall include full opening bottom for ease of clean out
End plates are ¼" stainless steel
Right and left hand 18" poly spinners
Spinners are self leveling
Spinner motors have seal savers and grease zirk
Quick detaching mounting system for cross conveyor and spinner assembly
Dual pin mount for main hopper and attachment
clevis pins at the end of side braces where they attach to the top of hopper
the auger will have switch in cab either rocker in control console or 8 button pneumatic

that will select the augers rotation to deliver product to either the left spinner or right spinner not both at the same time

Uninstalled Price- FOB City of Kalamazoo Garage	\$23,201.00
Installed Price	\$24,476.00

Lead time is 270-300 Days ARO

Submitted By:
Scott Kloosterman/Dan Bouwman

Dealer requirements

- Plow light/headlight switch
- Front frame extension
- Front of engine PTO
- Front tow hooks
- Battery disconnect if required
- 24" ground clearance package
- Under cab DPF and SCR right side
- DEF tank mounted behind the fender extension
- Tractor package includes electrical plug and air lines to the rear
- 6 pack of upfitted switches it the cab
- Back up alarm



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoo-city.org

INVITATION FOR BID (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

**Project Name: Non-Heated Dump Body with Scraper,
Wing Blade and Spreader (One Truck)**

Bid Reference #: 065-10-034.0

IFB ISSUE DATE: October 3, 2018

BID DUE/OPENING DATE: October 23, 2018 @ 3:00 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: **Gary Doorlag**
Fleet Manager at (269) 337-8761

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. **FAILURE TO DO SO MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.** The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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City of Kalamazoo – Invitation for Bids
Non-Heated Dump Body with Scraper, Wing Blade and Spreader

Bid Reference #: 065-10-034.0

STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

_____ Specifications are unclear (explain below).

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Invitation for Bid.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your bidders list for this commodity or service.

_____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRMNAME: _____
(if any)

ADDRESS: _____

(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I
INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, at least 5 business days before the bid opening so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

CITY OF KALAMAZOO BID TAB**THIS IS NOT AN ORDER****BID REFERENCE #: 065-10-034.0; Non-Heated Dump Body with Scraper, Wing Blade and Spreader**

Bid Opening: October 23, 2018 @ 3:00 p.m.

Opened by: Monica Johnson

ATTENDED BY: _____

Recorded by: Monica Johnson

			Truck + Trailer			
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Cost of Installed Non-Heated Dump Body with Hoist, Scraper & Spreader	1	\$ -	\$ 87792.00	\$ -	\$ -
	Brand name and model of truck body bid					
	Brand name of underbody scraper bid					
	Expected Delivery Date:					
	OPTION-SPREADER:					
	Brand name of spreader unit bid					
	Model number of spreader bid					
	Cost of spreaders if installed as part of the body award					
	Cost of spreaders if drop shipped to Kalamazoo					
	Expected Delivery 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: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Gary Doorlag, City Fleet Manager

DATE: 10/25/2018

SUBJECT: Purchase of Dump Box with Hoist and Scraper – Bid Ref. # 065-10-033.0

RECOMMENDATION

It is recommended that the City Commission approve the purchase of a dump box with hoist and scraper from Truck & Trailer, Inc. in the amount of \$134,268.

BACKGROUND

The Purchasing Division solicited bids in September 2018 for the purchase of two (2) dump body's with hoist and scrapers for previously purchased city chassis. The two trucks primary use after up fitting will be for the Water Division field service personal.

Truck & Trailer was the only bidder that meets specifications for this project that has a load sensing piston pump for hydraulics and a Bosch Rexroth ground speed controller.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds have been budgeted for this expenditure in the Water budget.

ALTERNATIVES

There are no viable alternatives to not purchasing a body at this time as the chassis has been previously purchased and cannot be completed for use without up fitting a dump body.

ATTACHMENTS:

Type	Description
Aerial	

▣ Photo Bid Results Summary

BID RESULTS SUMMARY

PROJECT: Non-Heated Dump Body with Hoist,
Scraper & Spreader (Two Trucks)

DATE: October 30, 2018

BIDDERS SOLICITED: 23

BIDDERS RESPONDED: 1

MBE/WBE BIDS SOLICITED: 3

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 065-10-033.0

MBE/WBE AWARDED: No

ISSUE DATE: September 19, 2018

BID OPENING: October 17, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

BIDDERS

AMOUNT BID

LOCATION

Truck & Trailer Specialties, Inc.

\$134,268.00

Dutton, 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: Nick Christy, Human Resources/Labor Relations Director

PREPARED BY: Ronald Markan, Senior Labor Relations Specialist

DATE: 10/29/2018

SUBJECT: Workers Compensation Claim Administration Contract Renewal

RECOMMENDATION

It is recommended that the City of Kalamazoo approve a two year contract extension in the amount of \$101,400.00 with Eagle Claims for Workers Compensation Claims Management Services for the City Operations. The contract extension will run from January 1, 2019 through December 31, 2020.

BACKGROUND

The City self-funds its Workers Compensation Claims. It carries excess liability coverage for individual claims through an insurance company. It uses outside legal counsel when necessary to provide to provide legal advice and representation during the claims process. It uses one human resources person (approximately .5 FTE) to oversee and administer various internal aspects of the workers compensation program. In addition, it uses a Third Party Administrator, currently Eagle Claims to perform the following services:

- 1.1 Act as advisor and subject to the direction of the City Manager represent the City in all matters pertaining to any and all obligations and requirements of the City as imposed by the applicable state Workers' Compensation law. Keep current with changes to state Workers' Compensation law and regulations.
- 1.2 Compile and file notices, reports, and forms required under the applicable state Workers' Compensation laws upon receipt of the first Report of Injury from an employee of the City.
- 1.3 Maintain records of all details for each claims payment in order to assist in the fulfillment of the obligations of the City and its employees under applicable state Workers' Compensation law.
- 1.4 Make such investigations as it deems necessary to determine such obligations and negotiate the settlement of and/or affect reaching agreement for any claims or suits arising out of such obligations.
- 1.5 Calculate the payment due on all claims pursuant to a payment system acceptable to the City.
- 1.6 Assist in the defense of any claims, suits, or other proceedings arising out of, or claimed to arise out of, such obligations. The cost of such defense shall be paid by the City and charged to the Loss Fund.

1.7 Make four (4) annual loss control visits and provide recommendations for improving the City's safety practices. Additional visits may be requested. Provide an hourly rate for additional visits, preparation of additional analysis such as injury, regulation review, and follow-up report of activities and recommendations from additional visits, studies requested.

1.8 Furnish monthly records showing:

- a. The number, type, and severity of accidents by division or department
- b. All payments by or on behalf of each employee for benefits and expenses
- c. Estimate of all reserves for actual, anticipated, or potential benefits

1.9 Continue to provide necessary claims and statistical services as specified herein for all claims attributable to the current contract (expiring December 31, 2018.)

Eagle Claims services were contracted at the following rates for the current contract:

1. 2017 - \$47400.00 per year
2. 2018 - \$49200.00 per year

They are requesting the following rates for the next two years:

1. 2019 - \$50700.00 per year
2. 2020 - \$50700.00 per year

COMMUNITY RESOURCES CONSULTED

None.

FISCAL IMPACT

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

ALTERNATIVES

The City could place the Workers Compensation Service contract out for bid. However, Eagle Claims has provided excellent services for the contract. They have been very helpful in assisting the City in reducing liability by advising in the settlement of several claims. They are currently involved in assisting the City in its attempt to settle a particularly complex set of cases related to duty disability offsets.



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: 10/24/2018

SUBJECT: Crosstown Ponds Dredging Contract 968-34-009.0 with Gro America

RECOMMENDATION

It is recommended that the Commission approve a contract with Gro America for the Dredging of Crosstown Ponds and the Cleaning and Inspection of the Axtell Creek Culverts for \$1,084,800.

BACKGROUND

In September 2018, the Purchasing Department solicited bids for dredging and disposal of approximately 11,140 cubic yards of sediment from the South Crosstown Pond in the City of Kalamazoo and the twin culverts from the east pond discharge to the confluence channel with the Portage Creek.

Department of Public Services worked in cooperation with the Michigan Department of Environmental Quality (MDEQ) to design and permit a project with the design intent of restoring the 2-year to 5-year return interval storm capacity of the ponds and reduce the flash rate. The dredging will restore some minor attenuation. Soil borings and samples were analyzed and determined to be suitable for disposal in a type II landfill.

Additionally, once cleaned out the twin culverts will be inspected for structural and operational defects requiring repair or rehabilitation. This represents positive asset management practices and will prepare Public Services to make planned improvements over time.

COMMUNITY RESOURCES CONSULTED

This recommendation is being made based on extensive community involvement from the Crosstown Flood Coalition. The contract documents have required that this project be completed within 180 days from issuance of the notice to proceed. Once the contractor has submitted their proposed schedule a meeting will be held to detail the work schedule and impacts to stakeholders.

FISCAL IMPACT

Funds have been allocated for this project via 2018 FFE funds and 2018 storm water asset management funds.

ALTERNATIVES

The City Commission could choose to deny or delay action on this request, however, that action is not recommended.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Bid Results Summary

BID RESULTS SUMMARY

PROJECT: Crosstown Ponds Dredging
BIDDERS SOLICITED: 31
MBE/WBE BIDS SOLICITED: 3
BID REFERENCE NO: 968-34-009.0
ISSUE DATE: September 11, 2018
APPROVAL REQUIRED: City Commission

DATE: October 19, 2018
BIDDERS RESPONDED: 2
MBE/WBE BIDDERS RESPONDED: 0
MBE/WBE AWARDED: No
BID OPENING: October 17, 2018
FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Gro America	\$1,084,800.00	Wyoming, MI
Taplin Enterprises, LLC	\$1,732,277.45	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: Karianne Thomas, Public Safety Chief

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

DATE: 10/25/2018

SUBJECT: Public Safety Records Management System Bid Ref #000-00-018.84

RECOMMENDATION

It is recommended that the City Commission approve a 10 year contract in the amount of \$1,381,828 for a Public Safety Records Management System with Tyler Technologies, 5101 Tennyson Parkway, Plano, Texas 75024 and authorize the City Manager to execute all related documents.

BACKGROUND

The Kalamazoo Department of Public Safety (KDPS), Kalamazoo County Sheriff's Department (KCSD) and the Kalamazoo Township Police Department (KTPD) currently use Hexagon/Intergraph for Computer Aided Dispatching (CAD) and as the Records Management System (RMS). The current Hexagon/Intergraph RMS that is used by KDPS, KCSD and KTPD is at its end of life and would require significant upgrades resulting in a new platform.

The Kalamazoo County Central Dispatch Authority (KCCDA) will be using Tyler Technologies as the county-wide CAD platform beginning on October 31, 2018. For the past 18 months, the KDPS, KCSD, KTPD, Western Michigan University Department of Public Safety (WMU-DPS) and the Portage Department of Public Safety (PDPS) have been collaboratively working together to determine which RMS and Jail Management System (JMS) would meet the needs of all of the stakeholders. Due to the unique needs of each agency, many factors had to be considered.

With all of the Kalamazoo County law enforcement agencies on the same RMS, data and information can be shared seamlessly resulting in a more robust law enforcement information network.

All of the aforementioned agencies have agreed to select Tyler Technologies as the RMS. The proposed contract with Tyler Technologies is through the Sourcewell cooperative (RFP #110515)purchasing program.

COMMUNITY RESOURCES CONSULTED

Staff at Kalamazoo Public Safety consulted Portage Department of Public Safety, Kalamazoo County Sheriff's Department, Kalamazoo Township Police Department and Western Michigan University Department of Public Safety.

FISCAL IMPACT

The total cost of \$1,381,828 for the proposed Records and Jail Management System is split between the five agencies utilizing population as the basis. The City of Kalamazoo will have a yearly payment of \$64,284.45 or \$642,844.50 over the 10 year contract. All other agencies will be invoiced yearly by the City of Kalamazoo in accordance with the Interlocal Agreement.

ALTERNATIVES

The alternative to purchasing the new Records Management System would be to upgrade the existing system to a new platform which will be end of life by 2020. Additionally, if the current system was upgraded, there would be limited data sharing between law enforcement agencies as the PPD and WMU-PD are on a different platform. This alternative is not recommended by staff.

ATTACHMENTS:

Type	Description
□ Agreement	Subscription License and Services Agreement
□ Background Material	Tyler Technologies Pricing Breakdown
□ Agreement	2018 Tyler User Agreement



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 53047.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the New World Public Safety software detailed in the Investment Summary in Exhibit A ("Investment Summary") and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in the Investment Summary. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this Subscription License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Kalamazoo Department of Public Safety.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the

governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary. .
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 For so long as you pay your then-current annual subscription fee, we grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only, and so long as such copies are destroyed when you stop paying annual subscription fees. Your rights to use the Tyler Software are coterminous with the duration of your subscription fee payments,

but may be revoked if you do not comply with the terms of this Agreement.

- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
2. **Subscription Fees.** You agree to pay us the annual subscription fees in the amounts set forth in the Invoicing and Payment Policy, and thereafter at our then current rates, as further described in the Invoicing and Payment Policy.
3. **Escrow.** You may be added as a beneficiary to our escrow agreement by completing a standard beneficiary enrollment form and paying an annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. **Affiliated Organizations for the New World Public Safety software.**
 - 5.1 **Access by Affiliated Organizations.** We will permit you to grant each Affiliated Organization access to the New World Public Safety software hosted from your servers. You understand and agree that you are solely responsible for making the New World Public Safety software available to any Affiliated

Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

5.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

5.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the New World Public Safety software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. The professional services fees are included in the subscription fees set forth in the Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other

milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement for the duration of your Subscription Agreement.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are included in your annual subscription fee.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in

effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERM, EXPIRATION AND TERMINATION

1. Renewal and Expiration of Subscription. The initial term of this Agreement is 10 years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. This Agreement shall be effective as of the Effective Date, and shall automatically renew for so long as you pay your then-current annual subscription fee. The Agreement will expire when you stop paying your then-current annual subscription fee. You must give us no less than sixty (60) days' advance written notice, measured from the date through which you have paid your then-current annual subscription fee, of your intent to not renew this Agreement. You will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of expiration. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of expiration in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding subject to Section G(5). You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we

have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. Force Majeure. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
5. For Convenience. If you terminate this Agreement during the initial term for any reason other than cause or Force Majeure, you will be responsible for paying 100% of the Subscription Fees shown in Exhibit B. You will also forfeit the license to use the New World Public Safety Enterprise licensed product and shall return all copies of the licensed product to us. No cancellation of Exhibit A software modules and related fees will be allowed during the initial term of this Agreement.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ANNUAL SUBSCRIPTION FEES AND SERVICES FEES YOU HAVE PAID THROUGH THAT TRANSITION; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL SUBSCRIPTION AND MAINTENANCE AND SUPPORT FEES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | INTENTIONALLY LEFT BLANK |
| Exhibit E | Statement of Work |

Schedule 1: Implementation and Training Support Services
Schedule 2: Data File Conversion Assistance

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Kalamazoo Department of Public Safety

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Kalamazoo Department of Public Safety
150 E Crosstown Pkwy, Ste A
Kalamazoo, MI 49001
Attention: Karianne Thomas



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment summary prepared in accordance with NJPA Contract #110515-tti.



Sales Quotation For
Kalamazoo Public Safety
150 E Crosstown Pkwy
Kalamazoo, MI 49001-2849
Phone: +1 (269) 337-8120

Date: 10/15/2018
Quote Expiration: 12/28/2018
Quote Name: Kalamazoo RMS, FBR, JMS 9-19-18
Quote Number: 2018-25750-3
Quote Description: Add-on LERMS/JMS/FBR to Existing Client

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Law Enforcement Records Management System					
New World Multi-Jurisdictional Law Enforcement Records	\$84,480	350	\$50,750	\$135,230	\$9,048
Federal UCR/IBR	\$24,000	0	\$0	\$24,000	\$2,520
Alarm Tracking and Billing	\$18,000	0	\$0	\$18,000	\$1,890
Case Management	\$12,000	0	\$0	\$12,000	\$1,260
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$25,000	0	\$0	\$25,000	\$2,625
Equipment Tracking	\$18,000	0	\$0	\$18,000	\$1,890
Field Investigations	\$12,000	0	\$0	\$12,000	\$1,260
Gun Permits and Registrations	\$12,000	0	\$0	\$12,000	\$1,260
Orders of Protection	\$18,000	0	\$0	\$18,000	\$1,890
Property Room Bar Coding	\$12,000	0	\$0	\$12,000	\$1,260
Web Briefing Notes	\$13,000	0	\$0	\$13,000	\$1,365
On-Line Property Checks Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$1,785
On-Line Orders of Protection Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$1,785
On-Line Wants and Warrants Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$1,785
On-Line Impounds Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$1,785
Tyler Content Manager (TCM)	\$36,000	0	\$0	\$36,000	\$7,560
Corrections Management System					
New World Corrections Management Software Package	\$73,080	250	\$36,250	\$109,330	\$7,827
State Corrections Reporting	\$26,000	0	\$0	\$26,000	\$2,730
Inmate Movement Tracking Bar Coding	\$13,000	0	\$0	\$13,000	\$1,365

Data Analysis/Management Reporting (CMS)	\$14,000	0	\$0	\$14,000	\$1,470
Grievance Tracking	\$13,000	0	\$0	\$13,000	\$1,365
Web Inmate Inquiry (requires database replication)	\$15,000	0	\$0	\$15,000	\$1,575
Livescan Interface (CMS)	\$14,000	0	\$0	\$14,000	\$1,470
Booking Export Interface	\$35,000	0	\$0	\$35,000	\$3,675
VINE Interface	\$1,200	0	\$0	\$1,200	\$126
Public Safety Lineups/Mug Shots (CMS)	\$40,000	0	\$0	\$40,000	\$4,200

Mobile

LE Field Reporting (Federal Standard) (289)	\$115,600	0	\$0	\$115,600	\$12,138
New World Field-Based Reporting Server	\$55,000	260	\$37,700	\$92,700	\$5,891

Other Software

Workstation License	\$0	0	\$0	\$0	\$0
Law Enforcement Records Management Data Mart / Includes 5-6 users	\$14,000	0	\$0	\$14,000	\$1,470
LE Records Management Dashboards	\$20,000	0	\$0	\$20,000	\$2,100
Corrections Management Data Mart / Includes 2 users	\$6,000	0	\$0	\$6,000	\$630
Corrections Management Dashboards	\$20,000	0	\$0	\$20,000	\$2,100
	<i>Sub-Total:</i>			\$124,700	\$952,060
	<i>Less Discount:</i>			\$0	\$91,100
	<i>TOTAL:</i>			\$124,700	\$91,100
	\$433,806	860	\$124,700	\$558,506	\$0

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Decision Support Software Implementation Fee	2	\$4,350	\$0	\$8,700
Project Management	1	\$73,120	\$0	\$73,120
Conversions				\$109,975
Web Briefing Notes Installation Fee	1	\$1,160	\$0	\$1,160
On-Line Orders of Protection Installation Fee	1	\$3,480	\$0	\$3,480
On-Line Property Checks Installation Fee	1	\$3,480	\$0	\$3,480
On-Line Wants and Warrants Installation Fee	1	\$3,480	\$0	\$3,480
On-Line Impounds Installation Fee	1	\$2,320	\$0	\$2,320
Web Inmate Inquiry Installation Fee	1	\$2,320	\$0	\$2,320
Booking Export Interface Installation Fee	3	\$1,160	\$0	\$3,480
VINE Interface Installation Fee	1	\$1,160	\$0	\$1,160
Livescan Interface Installation Fee (CMS)	4	\$4,640	\$0	\$18,560
TOTAL:				\$231,235

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Bar Coding Scanner Kit w/Signature Pad	4	\$4,100	\$16,400	\$0	\$0
Digital Camera for Mug Shots	5	\$1,350	\$6,750	\$0	\$0
Inmate Tracking Kit (Clincher)	2	\$4,750	\$9,500	\$0	\$0
3rd Party Hardware Sub-Total:			\$32,650		\$0
3rd Party Software Sub-Total:			\$0		\$0
TOTAL:			\$32,650		\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$433,806	\$91,100
Total Tyler Services	\$355,935	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$32,650	\$0
Travel and Living Expenses	\$28,800	
Summary Total	\$851,191	\$91,100

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Extended Price
Law Enforcement Records Management System			
Property Conversion (One Source)	1	\$6,750	\$6,750
Law Enforcement Records Management Conversion (One Source) Including: Cases; Incidents for Cases; Arrests; Tickets; and Warrants	1	\$17,500	\$17,500
Law Enforcement External Documents	2	\$7,000	\$7,000
Mug Shot Conversion	1	\$3,500	\$3,500
Property Conversion (Additional Source(s))	1	\$3,375	\$3,375
Law Enforcement Records Management Conversion (Additional Source(s))	1	\$8,750	\$8,750
Corrections Management System			
Corrections Management (Full Conversion) (One Source)	1	\$29,250	\$29,250
Data File Conversion			
Data Conversion Analysis and Assessment	1	\$4,000	\$4,000
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)	1	\$16,000	\$16,000
Address Re-Verification	1	\$5,850	\$5,850
Base Data File Conversion (Additional Source(s))	1	\$8,000	\$8,000
TOTAL:			\$109,975

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	\$84,480	\$41,395	\$43,085	\$9,048
Federal UCR/IBR	\$24,000	\$12,000	\$12,000	\$2,520
Alarm Tracking and Billing	\$18,000	\$9,000	\$9,000	\$1,890
Case Management	\$12,000	\$6,000	\$6,000	\$1,260
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$25,000	\$12,500	\$12,500	\$2,625
Equipment Tracking	\$18,000	\$9,000	\$9,000	\$1,890
Field Investigations	\$12,000	\$6,000	\$6,000	\$1,260
Gun Permits and Registrations	\$12,000	\$6,000	\$6,000	\$1,260
Orders of Protection	\$18,000	\$9,000	\$9,000	\$1,890
Property Room Bar Coding	\$12,000	\$6,000	\$6,000	\$1,260
Web Briefing Notes	\$13,000	\$6,500	\$6,500	\$1,365
On-Line Property Checks Interface to State/NCIC	\$17,000	\$8,500	\$8,500	\$1,785
On-Line Orders of Protection Interface to State/NCIC	\$17,000	\$8,500	\$8,500	\$1,785
On-Line Wants and Warrants Interface to State/NCIC	\$17,000	\$8,500	\$8,500	\$1,785
On-Line Impounds Interface to State/NCIC	\$17,000	\$8,500	\$8,500	\$1,785
Tyler Content Manager (TCM)	\$36,000	\$0	\$36,000	\$7,560
Corrections Management System				
New World Corrections Management Software Package	\$73,080	\$35,809	\$37,271	\$7,827
State Corrections Reporting	\$26,000	\$13,000	\$13,000	\$2,730
Inmate Movement Tracking Bar Coding	\$13,000	\$6,500	\$6,500	\$1,365
Data Analysis/Management Reporting (CMS)	\$14,000	\$7,000	\$7,000	\$1,470
Grievance Tracking	\$13,000	\$6,500	\$6,500	\$1,365
Web Inmate Inquiry (requires database replication)	\$15,000	\$7,500	\$7,500	\$1,575
Livescan Interface (CMS)	\$14,000	\$7,000	\$7,000	\$1,470
Booking Export Interface	\$35,000	\$17,500	\$17,500	\$3,675
VINE Interface	\$1,200	\$600	\$600	\$126
Public Safety Lineups/Mug Shots (CMS)	\$40,000	\$20,000	\$20,000	\$4,200
Mobile				
LE Field Reporting (Federal Standard)	\$115,600	\$57,800	\$57,800	\$12,138
New World Field-Based Reporting Server	\$55,000	\$26,950	\$28,050	\$5,891
Other Software				
Workstation License	\$0	\$0	\$0	\$0
Law Enforcement Records Management Data Mart / Includes 5-6 users	\$14,000	\$7,000	\$7,000	\$1,470
LE Records Management Dashboards	\$20,000	\$10,000	\$10,000	\$2,100
Corrections Management Data Mart / Includes 2 users	\$6,000	\$3,000	\$3,000	\$630
Corrections Management Dashboards	\$20,000	\$10,000	\$10,000	\$2,100
Sub-Total:	\$827,360	\$393,554	\$433,806	\$91,100
	\$827,360	\$393,554	\$433,806	\$91,100

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World Law Enforcement Records includes 36 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

Unless a Workstation License is included, New World Corrections includes 27 licenses.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

Other than for Mobile Software, a Workstation License for up to 300 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Kalamazoo County Sheriff, MI
- Kalamazoo Department of Public Safety, MI
- Kalamazoo Township Police Department, MI
- Kalamazoo County Consolidated Dispatch, MI
- Portage Department of Public Safety, MI
- Western Michigan University Department of Public Safety, MI

Includes Sourcewell discount for Licensed Software



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you the Subscription Fees listed below for the applicable license, services, third party products and travel expenses detailed in the Investment Summary. Your rights to dispute any invoice are set forth in the Agreement.

- 1.1 *Subscription Fees:* Subscription fees for the software, services, third party products, additional maintenance and 36 travel trips are listed below.

Annual Subscription Cost (10-Year Plan)

Down Payment		Due on Effective Date
Year 1	\$601,205.76	Due before: December 31, 2019
Year 2	\$138,183.00	Due before: December 31, 2020
Year 3	\$138,183.00	Due before: December 31, 2021
Year 4	\$138,183.00	Due before: December 31, 2022
Year 5	\$138,183.00	Due before: December 31, 2023
Year 6	\$138,183.00	Due before: December 31, 2024
Year 7	\$138,183.00	Due before: December 31, 2025
Year 8	\$138,183.00	Due before: December 31, 2026
Year 9	\$138,183.00	Due before: December 31, 2027
Year 10	\$138,183.00	Due before: December 31, 2028

- 1.2 *Maintenance and Support Fees:* Associated maintenance and support fees for any additional Tyler Software listed in Exhibit A will begin immediately and are included in the Subscription Fees above.
- 1.3 *Expenses.* The travel detailed in the Investment Summary includes travel expenses for up to 36 trips. The fees for these trips are included in the Subscription Fees above. Any additional trips required will be upon prior written authorization of Client and will be invoiced separately in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.



420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed

separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 24%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for 10 years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Subscription Fees listed in Exhibit B, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services

remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

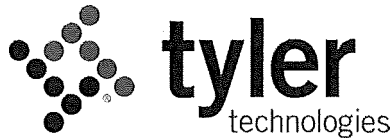


Exhibit C

Schedule 1

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D

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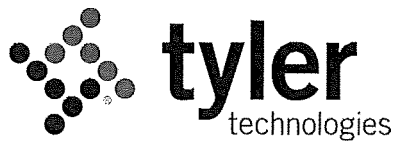


Exhibit E

Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

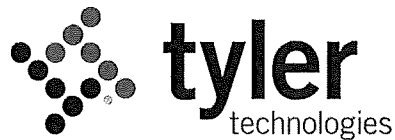


Exhibit E

Schedule 1

Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.



Exhibit E
Schedule 2
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:



- a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will extract data from the legacy system to submit to us. Data will be submitted to us in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. Visual Fox Pro database or similar format (.dbf files),
 - f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
 - g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source for each of the files described in the Investment Summary, except for Law Enforcement External Documents for which there is two.

Tyler Technologies Pricing
Breakdown ATTACHMENT B

	Population with Portage	Population without Portage	Services Excluding PPD		Corrections	All Agencies		Agency Total	2018 Down Payment	2019 Down Payment	Balance	Subscription Fee	10-Year Total Subscription	Additional Yearly Payment	Total Yearly
Kalamazoo County Sheriff's Department	40.0%	49.1%	\$	206,964.42	\$ 189,381.00	\$	96,048.00	\$ 492,393.42	\$ 320,000.00	\$ 172,393.42	\$ -	\$ 46,652.33	\$ 466,523.34	\$ -	\$ 46,652.33
Kalamazoo Department of Public Safety	29.0%	35.6%	\$	150,049.20	\$ -	\$	69,634.80	\$ 219,684.00	\$ -	\$ -	\$ 219,684.00	\$ 19,740.62	\$ 197,406.22	\$ 44,543.82	\$ 64,284.45
Portage Department of Public Safety	18.5%	N/A		N/A	\$ -	\$	44,422.20	\$ 44,422.20	\$ -	\$ 44,422.20	\$ -	\$ 12,593.16	\$ 125,931.55	\$ -	\$ 12,593.16
Kalamazoo Township Police Department	8.5%	10.4%	\$	43,979.94	\$ -	\$	20,410.20	\$ 64,390.14	\$ 64,390.14	\$ -	\$ -	\$ 5,786.04	\$ 57,860.44	\$ -	\$ 5,786.04
Western Michigan University Police	4.0%	4.9%	\$	20,696.44	\$ -	\$	9,604.80	\$ 30,301.24	\$ -	\$ -	\$ 30,301.24	\$ 2,722.84	\$ 27,228.44	\$ 6,143.98	\$ 8,866.82
	100.0%	100.0%	\$	421,690.00	\$ 189,381.00	\$	240,120.00	\$ 851,191.00	\$ 384,390.14	\$ 216,815.62	\$ 249,985.24	\$ 87,495.00	\$ 874,950.00	\$ 50,687.80	\$ 138,182.80

	Description	1, 2, 4, 5	5	1	1-5	Opt Outs	Pre-payment	\$ 601,205.76
1-KCSO	NW LE Records	\$43,085					Subscription Fee	\$ 87,495.00
2-KDPS	NW LE RMS Implementation	\$50,750					Subscription Fee - JMS	\$ 68,071.11
3-PPD	Cleary					\$12,000	Total Contract	\$ 1,381,828.00
4-KTPD	Fed UCR	\$12,000					Total Yearly Subscription	\$ 138,183.00
5-WMU	State Accidents					\$12,000	Total Minus Subscription	\$ 50,688.00
	Alarm Tracking/Billing	\$9,000					Total Additional Yearly	\$ 50,687.80
	Bicycle Reg					\$6,000		
	Case Management	\$6,000						
	Data Analysis	\$12,500						
	Equipment Tracking	\$9,000						
	Field Inv	\$6,000						
	Gun Permits	\$6,000						
	Index Cards					\$6,000		
	Orders of Protection	\$9,000						
	Property Room	\$6,000						
	Web Briefing	\$6,500						
	On-line Property	\$8,500						
	On-line Orders	\$8,500						
	On-line Wants	\$8,500						
	On-line impounds	\$8,500						
	Tyler Content	\$36,000						
	NW Corrections			\$37,271				
	NW Corrections Implementation			\$36,250				
	State Corrections			\$13,000				
	Inmate Movement			\$6,500				
	Data Analysis			\$7,000				
	Grievance			\$6,500				
	Web Inmate Inquiry			\$7,500				
	Livescan Interface			\$7,000				
	Booking Interface			\$17,500				
	Vine Interface			\$600				
	Public Safety Lineups			\$20,000				
	LE Field Reporting				\$57,800			
	LE Accident Field Reporting					\$43,350		
	NW Field Based Reporting Server - Implementation				\$37,700			
	NW Field Based Reporting Server				\$28,050			
	Workstation License							
	LE Records Mgmt Dashboard Data Mart	\$7,000						
	LE RMS Dashboard	\$10,000						
	Corrections Mgmt Data Mart			\$3,000				
	Corrections Dashboard			\$10,000				
	Decision Support Software				\$8,700			
	Project Management				\$72,320			
	Conversions	\$109,975						
	Web Briefing Notes	\$1,160						
	On-line Orders	\$3,480						
	On-line Property	\$3,480						
	On-line Wants	\$3,480						
	On-line Impounds	\$2,320						
	Web Inmate Inquiry			\$2,320				
	Booking Export			\$1,160				
	Vine Interface Install			\$1,160				
	Jail Services and Project Mgmt.			\$3,120				
	Livescan Interface Install	\$18,560						
	Diagraming Software					\$82,365		
	Bar Coding Scanner Kit	\$16,400						
	Digital Camera				\$6,750			
	Inmate Tracking			\$9,500				
	Travel and Living Expense			\$28,800				
		\$421,690	\$0	\$189,381	\$240,120	\$161,715	\$1,012,906	\$851,191

INTERGOVERNMENTAL AGREEMENT

TYLER TECHNOLOGIES

RECORDS MANAGEMENT

Pursuant to the authority provided by the Urban Cooperation Act of 1967, MCL 124.501 *et seq.* this Intergovernmental Agreement is made between the **CITY OF KALAMAZOO**, a municipal corporation with offices at 241 W. South Street, Kalamazoo, MI 49004,

and

KALAMAZOO COUNTY, a municipal corporation and political subdivision of the State of Michigan with offices at 201 West Kalamazoo Avenue, Kalamazoo, MI 49007; **WESTERN MICHIGAN UNIVERSITY** with offices at 1903 West Michigan, Kalamazoo, MI 49008, **CITY OF PORTAGE**, a municipal corporation with offices at 7900 South Westnedge Avenue, Portage, MI 49002, **CHARTER TOWNSHIP OF KALAMAZOO**, with offices at 1720 Riverview, Kalamazoo, MI 49004 (hereinafter the “Affiliated Organizations”).

WHEREAS, the **CITY OF KALAMAZOO** has entered into a ten (10)-year subscription license and services agreement (the “Primary Agreement”) commencing on [date] with Tyler Technologies, Inc., (the “Developer” herein) for a Records Management System (RMS) identified as New World Public Safety software (hereinafter the “System”) for the purpose of providing standardized records management services; and such Subscription License and Services Agreement is attached hereto as **ATTACHMENT A**; and

WHEREAS, the Affiliated Organizations desire to have access to the System, and the City of Kalamazoo has agreed to provide such access; and

WHEREAS the Affiliated Organizations have reached agreement on the costing methodology and have arrived at the attached Fee Schedule (**ATTACHMENT B**) including up-front and on-going costs; and

WHEREAS, the Affiliated Organizations agree to share the costs of maintaining and upgrading the System in accordance with the Fee Schedule.

IT IS NOW THEREFORE AGREED AMONG THE PARTIES AS FOLLOWS:

1. SYSTEM SECURITY

- 1.1 Consistent with the State of Michigan Criminal Justice Information Security (CJIS) and applicable state and federal law, the Affiliated Organizations agree to ensure that security is maintained regarding the information contained in the System databases.

- 1.2 The Affiliated Organizations agree to ensure that all persons operating the System are properly qualified, supervised and trained to perform such operations, and to maintain proper user access controls and system security measures as agreed by the parties.

2. TERM

This agreement shall commence upon the date it is executed and shall continue for a period of ten (10) years beyond the date that the System is operational. The date upon which the System is expected to become operational is no later than January 1, 2020. Unless terminated as permitted herein, this agreement shall automatically be extended at the end of said ten (10) years for one (1) additional year.

3. TERMINATION

3.1 Any Affiliated Organization may terminate this agreement with or without cause upon thirty (30) days' notice to the CITY OF KALAMAZOO. If the termination is for cause, including failure on the part of the Developer to perform under the Primary Agreement, the Affiliated Organizations shall bear no costs in addition to those incurred up to and including the date of termination. If the termination is not for cause, the termination may be effective no sooner than 18 months after the terminating party has provided written notice to the CITY OF KALAMAZOO.

3.2 Except for termination for cause, the terminating party shall be responsible for any and all costs as outlined in the attached Fee Schedule and any actual costs that may arise from early termination.

4. EXPENSES

4.1 The CITY OF KALAMAZOO shall invoice the Agencies within 30 days of receiving the aggregated invoice for each calendar year. The Agencies shall provide payment within 30 days of receiving the invoice.

4.2 By unanimous agreement of the parties as approved by the governing bodies thereof, any expense not anticipated and identified in the attached Fee Schedule ("New Expense") shall be pro-rated and shared among the parties using the formula in the Fee Schedule attached as **ATTACHMENT B**. Any New Expenses not unanimously approved by the parties shall be borne by the party seeking the expenditure.

5. ASSURANCES

5.1 The Affiliated Organizations agree to hold harmless the CITY OF KALAMAZOO and its agents, officers and employees from and against any and all claims, demands, actions, suits, judgements and proceedings by others resulting from any Affiliated Organizations' use of the system.

5.2 Each party to this agreement shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

5.3 The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party

have legal authority to sign this Agreement and to bind the parties to the terms and conditions contained herein.

5.4 Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

6. NO THIRD PARTY BENEFICIARIES

Except as provided for the benefit of the parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity, including the Developer, or any of the Developer's agents, affiliates or successors.

7. RESERVATION OF RIGHTS

This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties, including governmental immunity.

8. ASSIGNMENT

No Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

9. NON-DISCRIMINATION

The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

10. NO IMPLIED WAIVER

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

11. SEVERABILITY

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

12. CAPTIONS

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular

or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

13. WARRANTY

The Affiliated Organizations' use of the system shall be with the understanding that the CITY OF KALAMAZOO makes no warranty of any kind regarding the use of the System or the reliability of the System. The parties agree they will pursue remedies through Tyler Technologies for all software and Hardware problems.

14. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and directed to the address listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

CHARTER TOWNSHIP OF KALAMAZOO

Township Supervisor
1720 Riverview
Kalamazoo, MI 49004

CITY OF KALAMAZOO:

Office of the City Manager
241 W. South St.
Kalamazoo, MI 49007

COUNTY OF KALAMAZOO:

County Administrator
201 W. Kalamazoo Ave.
Kalamazoo, MI 49007

CITY OF PORTAGE:

Office of the City Manager
7900 South Westnedge Ave.
Portage, MI 49002

WESTERN MICHIGAN UNIVERSITY

Vice President for Business and
Finance
1903 West Michigan
Kalamazoo, MI 49008

15. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

16. MODIFICATIONS OR AMENDMENTS

Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by all parties.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Date: _____

KALAMAZOO CHARTER TOWNSHIP

By: _____

Its: _____

Date: _____

CITY OF KALAMAZOO

By: _____

Its: _____

Date: _____

COUNTY OF KALAMAZOO

By: _____

STEPHAINE MOORE, BOARD CHAIR

Date: _____

By: _____

TIM SNOW, COUNTY CLERK

Date: _____

CITY OF PORTAGE

By: _____

Its: _____

Date: _____

WESTERN MICHIGAN UNIVERSITY

By: _____

Its: _____



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: 11/14/2018

SUBJECT: City of Kalamazoo Water System Advisory Council Appointments

INFORMATIONAL ITEMS

RECOMMENDATION

It is requested and recommended that the City Commission consider introduction and adoption of an ordinance creating a local Water System Advisory Council.

BACKGROUND

In June of this year the Michigan Department of Environmental Quality (DEQ) issued amendments to the lead and copper provisions of its administrative rules. Among the changes is a requirement for public water supply systems that serve a population of 50,000 or more to appoint a local water system advisory council to develop educational material and advise the City as the operator of the system. The City recently received notice from the DEQ that it must have a local water advisory council in place by December 11, 2018. Although there are no explicit sanctions for not meeting the deadline, it is conceivable that State money tied to assisting local communities with complying with the new lead and copper rules could be conditioned on whether an advisory board was timely in place.

The proposed ordinance creates a 7 member council and provides it with the authority required by the DEQ administrative rule. If adopted at the December 3, 2018 City Commission meeting, the ordinance will be given immediate effect so as to be in compliance. Additionally at the December 3, 2018 meeting prospective appointees to the Advisory Council will be presented for confirmation by the City Commission.

POLICY CONSIDERATIONS

IMAGINE KALAMAZOO 2025

Although this Council was not considered as part of the IK 2015 process, its creation and appointment of members is consistent with several established community goals, namely: Safe Community (water management and delivery); Complete Neighborhoods (healthy environment); Strength through Diversity (engagement with community); Environmental Responsibility (water management) and Good Governance (community outreach).

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

None

ALTERNATIVES

None, failure to create the Water Advisory Council would put the City out of compliance with a DEQ rule and might impact the ability of the City to receive lead and copper program assistance funds from the State.

ATTACHMENTS:

	Type	Description
▣	Ordinances	Emergency Ordinance Creating a Water System Advisory Council
▣	Correspondence	DEQ Letter

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE PROVIDING FOR THE CREATION OF A WATER
SYSTEM ADVISORY COUNCIL SO AS TO COMPLY WITH MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY ADMINISTRATIVE RULE**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Sections 2-105 through 2-108 amending the Article VB of the Administration Code of the Kalamazoo City Code to create a Water System Advisory Council are added to read as follows:

“§2-105 Water System Advisory Council

As required by Michigan Department of Environmental Quality Administrative Rule R 325.10410, the City of Kalamazoo as the operator of a public water supply system that serves a population of 50,000 or more creates and establishes a Water System Advisory Council to serve in an advisory capacity to the Public Services Director.

§2-106 Council Membership

A. The Council shall consist of 7 members, nominated by the Public Services Director and appointed by the City Commission for staggered terms of 3 years, except the initial appointments which shall consist of 2 members whose terms ends December 31, 2019, 3 members whose terms end December 31, 2020, and 2 members whose terms ends December 31, 2021. Members are eligible to serve a maximum of two consecutive terms. Vacancies on the Council shall be filled for the remainder of an unexpired term in the same manner as the original appointment

B. To be eligible for appointment to the Council, an individual shall have a demonstrated interest in or knowledge about lead in drinking water and its effects. At least one member must be a local resident who is a customer of the Kalamazoo public water system and who does not formally represent the interests of any incorporated organization.

C. The Public Services Director or the designee thereof shall be an ex-officio nonvoting member of the Council.

§2-107 Meetings of the Council

A. All business that the Council may perform shall be conducted at a public meeting of the Council and held in compliance with the Michigan open meetings act, 1976 PA 267, MCL 15.261 *et seq.*

B. The first meeting of a Council shall be called by the Public Services Director. At the first meeting, the Council shall elect from its members a Chairperson and such other officers as it considers necessary or appropriate and adopt rules of procedure. After the first meeting, the Council shall meet at least once each calendar year. Meetings of the Council may be called by the Chairperson or the Public Services Director.

C. A majority of the members of the Council shall constitute a quorum for the conduct of business at a meeting. A majority of the members present and serving are required for official action of the Council.

D. A writing prepared, owned, used, in the possession of, or retained by the Council in the performance of an official function is subject to the Michigan freedom of information act, 1976 PA 442, MCL 15.231 *et seq.*

§2-108 Powers and Duties of the Council

A. The Council shall do the following:

(1) Develop plans for continuing public awareness about lead in drinking water, even when the action level is not exceeded.

(2) Review public awareness campaign materials provided by the statewide drinking water advisory council to ensure the needs and interests of the community, considering the economic and cultural diversity of its residents, are addressed.

(3) Advise and consult with the Public Services Director on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded.

(4) Advise and consult with the Public Services Director on efforts to replace private lead service lines at locations where the owner declined service line replacement.

(5) Assist in promoting transparency of all data and documents related to lead in drinking water within the water supply service area.

(6) Collaborate with local community groups to ensure that residents have the opportunity to be involved in efforts to educate the community about lead in drinking water.

B. The Council may independently seek advice, direction, and assistance from the Michigan Department of Environmental Quality or its authorized agent or representative or the statewide drinking water advisory council.

Section 2 Repealer.

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

Section 3. Severability.

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

Section 4. Effective Date.

So as to comply with Michigan Department of Environmental Quality Administrative Rule R 325.10410, and pursuant to Section 13(a) of the City Charter, this ordinance shall take immediate effect from the date of its passage upon the affirmative vote of 5 City Commission members.

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). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

Bobby J. Hopewell, Mayor

Scott Borling, City Clerk

f:\ord**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GRETHUR
DIRECTOR

November 5, 2018

Mr. James Ritsema
City of Kalamazoo
241 West South Street
Kalamazoo, Michigan 49007

WSSN: 03520
County: Kalamazoo
Supply: Kalamazoo

Dear Mr. Ritsema:

SUBJECT: Water System Advisory Council Requirements

This is a reminder that your water system is required to create a water system advisory council to advise and assist with the creation of materials and plans to educate your community about the dangers of lead in drinking water. This requirement is the result of recently enacted changes to the lead and copper provisions of the administrative rules promulgated under the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399).

Per the administrative rules section 325.10410 (7), water supplies serving a population of 50,000 or more, and consecutive systems serving a population of 50,000 or more, shall create a water system advisory council. According to Michigan Department of Environmental Quality (MDEQ) records, your water supply meets these criteria. The purpose of these councils is to improve transparency in your community by developing materials and advising the water system on public awareness and education efforts. Councils must be established by **December 11, 2018** (180 days from the effective date of the rules). Please review the enclosed requirements of R 325.10410(7).

You can expect to receive additional guidance from the statewide Drinking Water Advisory Council in early 2019. In the meantime, please proceed with creating your council by December 11, 2018.

If you have any questions or concerns, please contact Ms. Ariel Zoldan, Environmental Quality Analyst, Technical Support Unit, Community Water Supply Section, Drinking Water and Municipal Assistance Division (DWMAD), at 517-599-5684; ZoldanA@michigan.gov; or Technical Support Unit, DWMAD, MDEQ, P.O. Box 30817, Lansing, Michigan 48909-8311

Sincerely,

Kris Philip, Supervisor
Technical Support Unit
Community Water Supply Section
Drinking Water and Municipal
Assistance Division

enclosure

cc/enc: Mr. Thomas Spitzner, Kalamazoo Public Service Department
Mr. John Paquin, City of Kalamazoo



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, Community Planning and Economic Development Director

PREPARED BY: Joy Orr, Administrative Coordinator

DATE: 11/6/2018

SUBJECT: Resolution to recommend the application of Water Street Coffee Joint for a new
Redevelopment Downtown Liquor License for use at 315 E Water Street

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to recommend the application of Water Street Coffee Joint for a new Redevelopment Downtown District Liquor License under Section 521a of PA 501 of 2006. The project is located within the city's existing Downtown Development Authority, at 315 E Water Street.

BACKGROUND

Project Description: The requested Redevelopment Liquor License is a core element in the plan to promote the growth and expansion of Water Street Coffee Joint. Water Street Coffee Joint's humble beginnings date back to Kalamazoo, MI, in 1992, and now it employs over 100 people and serves more than 1,000 people daily at five cafe locations. The addition of beer, wine, and high quality craft cocktails will capture more evening business and create a unique and intimate social hub for Kalamazoo locals and guests.

Planned Investment: The total investment planned is \$56,700. An estimated \$9,200 will be for building improvements and furnishings, with another \$7,000 for bar, kitchen and other equipment. The balance, approximately \$40,500, will be for inventory, extensive training, marketing, and other expenses.

Planned Job Creation and Wages: 1 full-time and either 2 full-time or 5 part-time employees are expected to be employed.

Planned Involvement in Downtown Community: The owners are strongly motivated to create a positive and intimate dining experience among customers and future customers. They will continue to embrace their reputation for utilizing local ingredients, and hand crafting their cocktails with high-end spirits, seasonal ingredients, and mixers made from scratch.

Michigan legislation that governs this license requires at least \$75,000 be invested, allowing applicants to include investments from the previous five years, and that seating for at least 25 must be provided. Within the last five years, \$129,266 has been contributed to redevelopment of the 315 E Water Street location, and 30 seats are available for patrons. The Downtown Development Authority staff reviewed Water Street's application and determined that both of these obligations have been met.

COMMUNITY RESOURCES CONSULTED

The City of Kalamazoo Downtown Development Authority held a public hearing on this application at its regular monthly meeting on September 17, 2018. A copy of the minutes of that meeting are publicly available and reflect a unanimous approval of this liquor license application. Further, Economic Development staff of the private, non-profit group, Downtown Kalamazoo, Inc., supported this license application at their meeting on July 9, 2018. City staff believes the community resources consulted were appropriate and sufficient to satisfy this objective.

FISCAL IMPACT

The owner of Water Street Coffee Joint has a total private investment of \$572,500 in the business with the additional total new investment of \$56,700.00. Job creation is looking at 1 more full-time management position and 2 more full-time, or at least 5 part-time, server positions. With the employment levels and wages planned, an additional \$62,000 a year in new downtown payroll should be created annually by the new business.

ALTERNATIVES

- The City Commission could choose not to approve the resolution to recommend the application for a new Redevelopment Downtown District Class C Liquor License. Such action would substantially compromise the initial and on-going viability of this project.
- The City Commission could choose to approve the resolution, as recommended.

ATTACHMENTS:

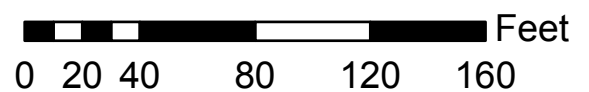
	Type	Description
□	Map	Map of Redevelopment License Operating Location
□	Minutes	DDA 09/17/2018 Public Hearing and Meeting Minutes
□	Resolution	Local Governing Body Approval Resolution

WATER STREET COFFEE JOINT
315 E WATER STREET
06-15-410-001



Legend

-  315 E WATER STREET
-  RAILROAD
-  PARCELS



**DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES
SEPTEMBER 17, 2018**

PRESENT: Jeff Breneman, Patti Owens, Carl Brown, Greg Taylor, Ryan Wieber, Susan Lindemann, Bob Miller, Grant Fletcher, Bjorn Green, Mayor Bobby Hopewell, Stephanie Hinman

ABSENT: None

STAFF: Deb Houseman, Andrew Haan, Meghan Behymer, Sue Huggett, Patrick Halpin, Jennifer Jelenek

OTHER: Andrew Vorbrich, Mark Smutek

I. CALL TO ORDER

DIRECTOR TAYLOR CALLED THE MEETING TO ORDER AT 3 P.M.

II. ROLL CALL

PRESENT: Jeff Breneman, Patti Owens, Carl Brown, Greg Taylor, Ryan Wieber, Susan Lindemann, Bob Miller, Grant Fletcher, Bjorn Green, Mayor Bobby Hopewell, Stephanie Hinman

ABSENT: None

III. ADOPTION OF AGENDA

DIRECTOR OWENS MOTIONED TO ADOPT THE SEPTEMBER 17, 2018 AGENDA. DIRECTOR HINMAN SECONDED. MOTION CARRIED.

IV. MINUTES – August 20, 2018

Director Taylor noted the date for the public hearing was incorrect. The date should be September 17, 2018.

DIRECTOR LINDEMANN MOTIONED TO APPROVE THE AUGUST 20, 2018 MINUTES WITH THE PUBLIC HEARING DATE CHANGE. DIRECTOR OWENS SECONDED. MOTION CARRIED.

V. FINANCIAL REPORT –

Deb Houseman provided an overview of the newly formatted financial report. She noted changes to the presentation of the financial report included the addition of the Monthly Budget, Monthly Variance, Year to Date Budget and YTD Variance columns.

Director Mayor Hopewell asked if there is an expected loss of revenue in parking

due to the construction. Leslie Hoffmann said that meter revenue is up right now due to many of the construction projects paying for meter spots. She noted that it may decrease the enforcement revenue.

DIRECTOR MAYOR HOPEWELL MOTIONED TO APPROVE THE 2 MILL AND TIF AUGUST 2018 FINANCIAL REPORT AND THE TPM JULY 2018 FINANCIAL REPORT. DIRECTOR OWENS SECONDED. MOTION CARRIED.

Director Owens thanked Deb Houseman for her efforts in creating the new format of the financial report.

VII. PUBLIC HEARING – DDA Redevelopment Liquor License Request for Water Street Coffee Joint, 315 E. Water Street

Mark Smutek, the owner of Water Street Coffee Joint, provided a brief overview of the request for a liquor license. He noted that his other locations have liquor licenses. With the liquor license, Water Street Coffee Joint wants to provide cocktails that will pair with their menu.

DIRECTOR TAYLOR OPENED THE PUBLIC HEARING AT 3:19 P.M.

No comments from the public were received.

DIRECTOR MAYOR HOPEWELL MOVED TO APPROVE THE WATER STREET COFFEE JOINT REQUEST FOR A LIQUOR LICENSE. DIRECTOR FLETCHER SECONDED. ROLL CALL VOTE 11-0. MOTION CARRIED.

ROLL CALL VOTE

YAY - Jeff Breneman, Patti Owens, Carl Brown, Greg Taylor, Ryan Wieber, Susan Lindemann, Bob Miller, Grant Fletcher, Bjorn Green, Mayor Bobby Hopewell, Stephanie Hinman

NAY – None

ABSTAIN - None

VII. DISCUSSION ITEMS
A. Downtown Report

Andrew Haan provided an overview of the proposed Downtown Economic Growth Authority to be voted on at the City Commission meeting on October 15, 2018. Public and partner outreach continues up until the vote. He noted that work is ongoing on developing a TIF plan for the proposed DEGA. DKI is coordinating with the City on board structure of the DEGA.

October 1 there will be an open call for the Citizen Coalitions along with the rebranding of Downtown Kalamazoo Incorporated.

Director Owens asked what happens to the DDA Board if the new DEGA is established. Andrew Haan said that more information on this is forthcoming at the next DDA Board meeting.

Andrew Haan asked all DDA Board members to attend the City Commission vote at the October 15 meeting. Director Taylor thanked Andrew for his work. Andrew thanked City staff for their work.

VIII. COMMITTEE REPORTS (Time Permitting)

A. Transportation, Parking, & Mobility

Andrew Haan noted that the parking plan process is still underway and will continue throughout the fall.

B. Capital Improvements – No report given.

C. Project Review - No report given.

D. Citizens Council - No report given.

E. Safety - No report given.

IX. DIRECTOR COMMENTS

Director Miller noted WMU Homecoming is Oct. 5-7. Students will be giving away flags to downtown businesses the week before. 20x25 foot flag on the Exchange building. Public input sessions on new buildings on Stadium – student housing, student village, restaurant, retail, potentially a hotel.

Director Hinman noted three shows this weekend. She noted with development projects coming into downtown, it is important to keep environmental impact at the forefront.

Director Mayor Hopewell noted that Davis Park skate park opens today.

Director Wieber noted the welcomed sight of development in downtown.

Director Owens said that following a BRA executive committee meeting, she sent an email to CEO of Consumers Energy regarding the construction in downtown Kalamazoo. She noted the lack of communication regarding construction in downtown. Andrew Haan noted the weekly construction newsletter sent out by DKI.

X. PUBLIC COMMENTS – No public comments

XI. ADJOURNMENT

DIRECTOR TAYLOR ADJOURNED THE MEETING AT 4:15 P.M.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ regular _____ meeting of the _____ Kalamazoo City Commission _____ council/board
(regular or special) (township, city, village)
called to order by _____ Mayor Hopewell _____ on _____ Nov 19, 2018 _____ at _____ 7:00 p.m.
the following resolution was offered: _____ (date) (time)

Moved by _____ and supported by _____
that the application from _____ Water Street Coffee Joint Inc.

(name of applicant - if a corporation or limited liability company, please state the company name)
for the following license(s): _____ Redevelopment Liquor License under Section 521a of PA 501 of 2006
(list specific licenses requested)

to be located at: _____ 315 E. Water Street, Kalamazoo, MI 49007

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ recommends _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ City Commission
council/board at a _____ regular _____ meeting held on _____ Nov 19, 2018 _____
(regular or special) (date) (township, city, village)

Scott A. Borling

Print Name of Clerk

Signature of Clerk

Date

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

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



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 Service

PREPARED BY: Aaron Powers, City Assessor & Andrew Falkenberg, Assistant City Assessor/Assistant City Treasurer

DATE: 10/30/2018

SUBJECT: Resolution to set alternative meeting dates for the July and December Board of Review Meetings.

RECOMMENDATION

It is recommended that the City Commission adopt a resolution allowing for the setting of alternative meeting dates for the July and December Board of Review meetings.

BACKGROUND

By law, the July and December Board of Review is held on the same date for every jurisdiction throughout the State of Michigan, unless a resolution is passed otherwise.

The Michigan legislature allows for this as follows;

MCL 211.53b (7)

(7) The governing body of the city or township may authorize, by adoption of an ordinance or resolution, 1 or more of the following alternative meeting dates for the purposes of this section:

- (a) An alternative meeting date during the week of the second Monday in December.
- (b) An alternative meeting date during the week of the third Monday in July.

In an attempt to better service the City of Kalamazoo, we are respectfully requesting the adoption of the accompanying resolution which would allow the Assessor's Office to alternatively schedule the July and December Board of Review during the week as identified by the above statutes.

If adopted, the alternative date would still be posted in the usual manner and essentially will be business as usual with the opportunity to hold the meeting on any day throughout the week.

POLICY CONSIDERATIONS

None.

COMMUNITY RESOURCES CONSULTED

None.

FISCAL IMPACT

None. Allowing the Board of Review to be scheduled at an alternative date would allow flexibility for scheduling of both Board members and conference rooms.

ALTERNATIVES

The Commission could choose to not approve the resolution. If the resolution is not approved, the July and December Boards of Review will continue to meet on the set Tuesdays of their respective weeks. As this resolution does not cause any additional financial hardship to the City of Kalamazoo and the resolution allows for greater flexibility with scheduling, rejecting the resolution is not recommend.

ATTACHMENTS:

Type	Description
□	Resolution Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _

**A RESOLUTION TO SET ALTERNATIVE MEETING DATES FOR THE JULY AND
DECEMBER BOARD OF REVIEW MEETINGS**

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

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in July and December to meet on the Tuesday following the third Monday in July and the Tuesday following the second Monday in December; and

WHEREAS, Public Act 122 of 2008, effective May 9, 2008, allows for an alternate July and December Board of Review meeting date during the week of the third Monday in July and during the week of the second Monday in December, if authorized by the governing body of the municipality, and;

NOW, THEREFORE, BE IT RESOLVED, Pursuant to Public Act 122 of 2008 City of Kalamazoo authorizes the Board of Review to schedule an alternative meeting date during the week of the third Monday in July and the during the week of the second Monday in December. Said meeting will be posted pursuant to the Open Meetings Act.

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 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 Borling, City Clerk _



Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 11/14/2018

SUBJECT: Resolution of Non-Profit Status for Charitable Gaming License

RECOMMENDATION

It is recommended that the City Commission adopt a RESOLUTION recognizing Kzoo Cat Rescue as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

BACKGROUND

Kzoo Cat Rescue is a non-profit organization dedicated to providing temporary housing and care to local stray and abandoned cats in a relaxed, cage-free social atmosphere where they can interact with other cats and people in order to find their forever home. Kzoo Cat Rescue also provides information and resources to the community and cat-enthusiasts regarding cat ownership and care.

Kzoo Cat Rescue is planning a holiday raffle fundraiser using gifts from individuals and local businesses as prizes. Tickets will be sold at the Kzoo Cat Cafe and Rescue. Proceeds will be used for food, litter, basic veterinary care, and emergency treatment for cats who get sick. In short, all proceeds from the raffle will be used to care for the cats at the Cafe.

In order to hold the raffle event, Kzoo Cat Rescue 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 Kzoo Cat Rescue 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, Kzoo Cat Rescue 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 _____ on 11/19/2018
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 Kzoo Cat Rescue 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 11/19/2018.
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: James K. Ritsema, ICMA-CM, City Manager

PREPARED BY: Steve Brown, FFE Coordinator, Resource Specialist

DATE: 10/26/2018

RECOMMENDATION

It is recommended that the City Commission reappoint City Commissioners David Anderson and Jack C. Urban as Commission Directors to the Foundation for Excellence Board of Directors according to Section 4.02 of the FFE Bylaws and further establish the terms per section 4.04 of the FFE Bylaws as beginning on June 1, 2019, and not exceeding their current terms of office as Commissioners.

BACKGROUND

City Commissioners David Anderson and Jack C. Urban were appointed as Commission Directors to the Foundation for Excellence Board of Directors by unanimous vote of the City Commission on December 4, 2017, following discussion of the process for nomination and selection at the November 20, 2017, meeting of the City Commission. The initial and inaugural appointments of Commission Directors by City Commission preceded the existence of a full 15-member board. That appointment and the current reappointment follow instructions set forth in Section 4 of the FFE Bylaws. Both City Commissioner seats were categorized as being in Class I of the Board with an initial term of one year at the board's inaugural convening; these terms were shifted from 12.31.18 to 5.31.19 in the City Commission and FFE Board-approved term shifts passed in 2018.

Bylaws - Section 4.02 - Numbers, Selection; A. City Directors: "As the initial terms of office for the Commission Directors ... expire or as positions held by Commission Directors ... become vacant or are about to become vacant, all future appointments to these positions shall be made by the City Commission. The City Commission shall nominate people to be considered to fill the position(s) of Commission Director and/or At-Large City Director and shall vote to nominate persons to fill any vacant positions."

Bylaws - Section 4.04 - Terms of Office: "Each Commissioner elected as a Commission Director shall serve a term established by the City Commission, but which shall not be longer than such Commissioner's current term of office as a Commissioner. If a person ceases to be a City Commissioner, either through expiration of his or her term of office as a Commissioner or otherwise, this person shall also cease to be a Commission Director and this person's position as Commission Director shall become vacant and the City Commission shall appoint a Commissioner to serve as Commission Director. If a Commissioner who previously served as a Commission Director is reelected to the City Commission, he or she may be reelected to the Board of Directors as a Commission Director. There is no limit on the length of time that a Commission Director can serve on the Board; provided, however, the Commission may adopt a resolution to limit the length of time that a Commissioner can serve on the Board of Directors."

ALTERNATIVES

Other Commissioners could express interest in public and the Commission could vote at an open meeting on the expanded slate to determine which two Commissioners will be nominated to the Board.

ATTACHMENTS:

	Type	Description
▣	Background Material	Board of Directors

Board Group	Board Position	Category	Note	Required Source	Inaugural Board	After 1st ' Name	Term Rotation	Class I, II, or III	Term Dates
City Director	<i>Ex officio Director</i>		Incorporati	Mayor	Automatic seat	Bobby J Hopewell	Term of office	N/A	Term of office
City Director	<i>Ex officio Director</i>		Incorporati	City Manager	Automatic seat	James K Ritsema	Permanent	N/A	Employment
City Director	Commission Director			City Commissioner	Nominated to FFE b	Directly by David Anderson	Term of office	Class I	Term of office
City Director	Commission Director			City Commissioner	Nominated to FFE b	Directly by Jack C Urban	Term of office	Class I	Term of office
City Director	At Large City Director	General Director		Kalamazoo Commu	Nominated to FFE b	Directly by Nathan Dannison	3-year	Class III	12/31/2020
Stakeholder Director	Neighborhood	General Director	Edison	Governance Facilitat	Nominated to FFE by CC	Sandra Calderon-Huezo	1-year	Class I	5/31/2019
Stakeholder Director	Arts Community	General Director		Governance Facilitat	Nominated to FFE by CC	Alisa Carrel	2-year	Class II	12/31/2019
Stakeholder Director	Healthcare	General Director		Governance Facilitat	Nominated to FFE by CC	Dr. Angela Graham-William	3-year	Class III	12/31/2020
Stakeholder Director	Housing Sector	General Director		Governance Facilitat	Nominated to FFE by CC	JoVaughan Head	1-year	Class I	5/31/2019
Stakeholder Director	Affinity Organization	General Director		Governance Facilitat	Nominated to FFE by CC	Mia Henry	2-year	Class II	12/31/2019
Stakeholder Director	Business/Banking	General Director		Governance Facilitat	Nominated to FFE by CC	Adam McFarlin	2-year	Class II	12/31/2019
Stakeholder Director	Neighborhood	General Director	Oakland/M	Governance Facilitat	Nominated to FFE by CC	Barbara Miller	3-year	Class III	12/31/2020
Stakeholder Director	Neighborhood	General Director	Northside	Governance Facilitat	Nominated to FFE by CC	Alice Taylor	2-year	Class II	12/31/2019
Stakeholder Director	Education	General Director		Governance Facilitat	Nominated to FFE by CC	Von Washington Jr.	3-year	Class III	12/31/2020
Stakeholder Director	Faith-Based Org.	General Director		Governance Facilitat	Nominated to FFE by CC	Matthew Zerwekh	1-year	Class I	5/31/2019



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: Nick Christy; HR/LR Director

PREPARED BY: Ronald Markan, Senior Labor Relations Specialist

DATE: 11/5/2018

SUBJECT: 80% / 20% Medical Plan Cost Sharing With City Employees

RECOMMENDATION

It is recommended that the City Commission approve an 80% / 20% Cost Sharing of Medical Plan Benefits with City Employees. This would require employees to contribute from their paychecks 20% of the Medical Plan Benefits incurred for the Base Period of May 2017 – April 2018. The contributions would begin with the first pay period of January 2019 and end in December 2019.

BACKGROUND

The City offers employees the choice of two medical plans when enrolling in medical coverage. The first Plan is a Preferred Provider Option (PPO) Plan. The second Plan is a High Deductible Health Plan coupled with a Health Care Savings Account (HDHP / H.S.A.). The Plans differ in regard to deductibles, co-pays, out of pocket maximums and tax advantaged health care dollars. While the majority of employees elect the PPO plan, all employees who elect coverage are required to make contributions to help fund the cost of the plan they elect.

P.A. 152 gives Municipalities the choice of electing one of two methods to use in calculating employee contributions for Medical Plan coverage. The two methods are "hard caps" and 80% / 20% cost split.

The basic method is termed "hard caps". This method allows a Municipality to negotiate a cost sharing percentage with employees for the cost of the plan which is below the "hard cap" and then require employees to pay 100% of the cost which is in excess of that "hard cap". The "hard cap" amount is designated by the State Department of Treasury annually. Under this method, the cost of the plan would be actuarially determined by the City's health care consultant.

The second choice is to elect to impose the 80% / 20% cost split method. This method requires the employees to pay 20% of the Medical Plan Costs. In the case of the PPO Plan, the City uses actual employee medical cost experience to calculate the employee contribution.

Because relatively few employees participate in the HDHP/H.S.A. the City uses an "Illustrative Rate" in place of actual experience. The Illustrative Rate is the full cost of the plan if it were purchased on the open market.

P.A. 152 became effective in 2011. At that time the City Commission approved a Resolution to use the 80% / 20%

method. P.A. 152 requires that this decision be made each year. The Commission elected this method for 2018 and must now decide whether to use it for 2019.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Electing the 80% / 20% split method would require employees to contribute the following monthly amounts for their Medical Plan coverage for 2019 compared to 2018;

<u>Medical Plan</u>	<u>Community Blue PPO</u>		
	<u>Employee Monthly Contribution</u>		
<u>Coverage Class</u>	<u>2018</u>	<u>2019</u>	
Empl. Only	\$102.58	\$106.92	
Empl. + 1	\$246.18	\$256.61	
Family	\$307.73	\$320.77	
<u>Medical Plan</u>	<u>Simply Blue HDHA / H.S.A.</u>		
	<u>Employee Monthly Contribution</u>		
<u>Coverage Class</u>	<u>2018</u>	<u>2019</u>	
Empl. Only	\$88.97	\$106.63	
Empl. + 1	\$213.54	\$255.92	
Family	\$266.92	\$319.90	

ALTERNATIVES

Failing to elect the 80% / 20% split option would require the City to negotiate the cost sharing with the various employee bargaining units.

ATTACHMENTS:

Type	Description
□ Resolution	Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 80/20 HEALTHCARE COST-SHARING OPTION AS
REQUIRED BY 2011 PUBLIC ACT 152**

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

PRESENT: Commissioners

ABSENT: Commissioners

WHEREAS, Public Act 152 of 2011, codified at MCL 15.561 *et seq.*, being the Publically Funded Health Insurance Contribution Act, requires that the City Commission, if the City does not impose the so-called Hard Cap Option, to annually elect an option to limit its total annual healthcare costs for its employees or opt out of the Act, and as one of those elective options is the so-called 80/20 option which limits a public employer's share of total annual healthcare costs to no more than 80%; and

WHEREAS, the City Commission adopted the 80/20 option by resolution shortly after Public Act 152 became effective, and has thereafter annually authorized the implementation of the 80/20 option for each successive health insurance coverage year,

NOW BE IT RESOLVED THAT the City Commission elects to adopt the 80/20 option provided at MCL 15.564 so as to comply with Public Act 152 of 2011 for medical benefit plan coverage for the period of January 1, 2019 through December 31, 2019.

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

AYES:

NAYS:

ABSTAIN:

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 the Act.

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: 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: _____

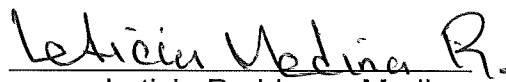
James K. Ritsema

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
DATE: 11/9/2018
SUBJECT: City Manager's Report

INFORMATIONAL ITEMS

Attached for your information is the City Manager's Report for Monday, November 19, 2018.

ATTACHMENTS:

Type	Description
------	-------------

- | | |
|--------------------------|---|
| ☐ | Report Departmental Reports and Project Updates |
| ☐ | Report October Purchases |

City Manager's Report

NOVEMBER 19, 2018

Monthly Grants Status Report

Organization	Grant	Purpose	Amount	Status
DNR	Aquatic Habitat	Milham Park dam removal	\$300,000	Phase II Preparing

Community Planning & Economic Development (CPED)

Medical Marihuana Facility Licensing Update:

The City Clerk accepted applications for medical marihuana facilities during a three week window from June 7 to June 28 year where 38 applications were received. After the initial review was completed, fifteen applicants were issued Provisional Certificates, 20 applicants entered into lotteries and three were denied or withdrawn. Provisioning center applicants were the only subject to the lottery due to the 1,000 foot separation distance between provision center locations. There were four applications for provisioning centers:

- 1) E. Cork Street
- 2) W. KL Avenue
- 3) Portage Street
- 4) Stadium Drive

Provisional certificates were issued for each of the lottery results except E. Cork Street, which is pending an appeal of an administrative decision before the Zoning Board of Appeals on November 15. Site plans have been received for four of the facilities. The provisioning center at 401 N. Sage Street, has received a license from the State and a local Certificate of Occupancy. This entity is now applying to the City Clerk for their Operating Permit and is on track to be the first provisioning center to open in the City of Kalamazoo.

Zoning Amendments & Northside Rezoning

The Planning Commission unanimously approved the rezoning for the Northside Cultural Business District and core repair. The zoning text amendments and rezoned properties are aligned with the vision in the Northside Neighborhood Plan that was adopted in October.

Site Plan Review

Fifty site plans have been submitted so far in 2018.

Neighborhood Planning

The Planning Commission approved both Imagine Eastside and Imagine Vine Neighborhood plans. Two celebrations were held in October to confirm plan drafts with the communities, including Eastside and Oakwood.

The Vine Neighborhood Plan was awarded the Michigan Association Planning Award for a student plan. The plan was completed with the assistance of Michigan State University.

Anti-Blight

The anti-blight strategy with demolition and vacant blighted structures as well as housing cases (other than rentals) are being triaged for categorization and prioritization.

➤ Economic Development & Community Investment

Shared Prosperity (SPK)

The Organizing Committee has been meeting bi-weekly since July 2018. Primary topics of current discussion are:

- Finalizing a process for SPK proposals
- Addressing the potential to leverage community concerns to advocate SPK issues
- Advocacy around SPK initiatives

The first iteration of goal team meetings started the second and third weeks of September and continued through October. This schedule will continue until the end of the year. The scope and purpose of the goal teams during this phase of SPK is to incorporate existing plans, projects, and initiatives into a place-based, neighborhood level pilot within the city's five census tracts that have the highest amount of concentrated poverty (Eastside, Edison, and Northside). The goal teams will address the areas of Jobs, Families, and Youth. In addition, goal teams will consider crosscutting topics such as racial equity, coordinated and integrated service delivery, and equitable access as they relate to each goal team's focus area. Initial meetings focused on:

- Understanding purpose and impact.
- Becoming familiar with the SPK plan. Many of the participants were not involved in the initial planning process.
- Residents are members of the Family and Youth goal teams.

Economic Development

Staff will convene a meeting with stakeholders who selected the consultant for the Incubator Feasibility study. The purpose of the meeting is as follows:

- Analyze the first and second report -
 - o Review conclusions and recommendations
 - o Review site evaluations, those recommended in the study and staff recommendations
- Evaluate and edit the scoring matrix
- Discuss next steps -
 - o Schedule site tour
 - o Schedule final site selection meeting

The stakeholder meeting is scheduled for November 9 at 1:00 p.m. at the Innovation Center.

Housing and Urban Development

We received funding from Government Alliance on Race and Equity Project (GARE) through the Michigan Department of Civil Rights to conduct widespread community engagement for information for our HUD mandated Analysis to Impediments to Fair Housing and the five year Consolidated Plan. The outcomes to date are as follows:

- Over 700 surveys have been collected compared to the 400 from the 2014 plan
- Focus groups have been held with groups and organizations listed below. Focus groups are facilitated by ISAAC who ensured leaders were trained in cultural sensitivity processes.
 - Disability Network
 - El Concilio
 - Muslim Association
 - CARES (AIDS/HIV)
 - Senior Services
 - Financial Institutions

Staff are also working with the Policy Research Action Council (PRAC) which is a civil rights law and policy organization based in Washington, DC. PRAC is providing technical assistance to the Kalamazoo Community Foundation's Truth, Racial Healing and Transformation Initiative (TRHT). TRHT is a GARE partner. PRAC is providing the GARE project with assistance with discussion regarding housing choice vouchers. Staff will review the collected data and support the writing of the final plans to be submitted to HUD.

Brownfield Redevelopment Authority (BRA)

The BRA approved the Administrative Settlement Agreement & Order on Consent for the Panelyte property.

The BRA approved a Development Agreement for the proposed hotel at 303 N. Rose Street.

I.T.

Staff closed 416 helpdesk Tickets in October.

Staff have continued system and data work to prepare for a successful launch of 311 in November.

Staff have started pilot groups of Office365 and Windows10 upgrades.

Human Resources (HR)

HR staff organized and worked the Employee Recognition event on October 4.

Staff organized an onsite flu shot clinic where 40 flu shots were administered. Four more clinics are scheduled November 14 and 15.

Staff rolled out annual Open Enrollment for both City of Kalamazoo and Central County Transportation Authority (CCTA) employees.

Staff obtained a \$64,355.23 Medicare Retiree Drug Subsidy on behalf of the City of Kalamazoo.

Kalamazoo Department of Public Safety (KDPS)

KDPS cadets are continuing to do well at Lansing Community College's Police Academy with an expected graduation date of December 14.

Nineteen public safety officers (PSOs) candidates passed the background phase and will move on to final Chief's Interviews the first week of November.

CID detectives have been investigating numerous property crimes and shootings occurring in the city. The number of cases have decreased as a result of the brief implementation of the Crowd Reduction Team late this summer.

Patrol officers continue to address neighborhood traffic concerns, perform property checks and work on the issue of panhandling in the city.

The Kalamazoo Valley Enforcement Team (KVET) continued the battle against drug trafficking in and about the City of Kalamazoo. They performed 19 investigations and seized one gun. There have been no discovered labs to-date.

Management Services

➤ Purchasing

Working collaboratively with City departments, bid documents were prepared and distributed through the City's website for eight purchasing projects. As part of our vendor inclusion program 375 vendors, 62 of which are minority or women owned businesses, were notified of bidding opportunities.

Staff reviewed and set up 269 purchase orders and processed 53 change orders.

Purchasing staff are administering prevailing wages for fifteen construction contracts.

Parks and Recreation

➤ Recreation Division

The Recreation Division had the after school programs, school lunchtime program, youth soccer, middle school golf, swimming, youth volleyball and Safe Halloween happening simultaneously.

Staff oversee three after school program sites with an overall total of 49 children enrolled. Daily routine includes washing hands, snack, homework time, read for 20 minutes, and then free time. This program offers the opportunity for youth to get help with homework and be

around friends in a structured environment while their parents may still be at work. In addition to the after school programs, the Youth Development Coordinator oversees our Swim for Success program. This program is again filled to capacity with 50 children enrolled. Swim for Success is a great partnership with Kalamazoo College as they provide the coaches to teach the swimming and tutors to help with homework beforehand.

Staff have been busy with the many youth sports programs we have running. They have three youth soccer programs with 85 youth signed up. Middle School Golf takes place at Eastern Hills Golf Course and enjoyed another increase in registration to 76 students, up from 68 in 2016. Students in this program have the opportunity to either learn the game of golf for the first time, or hone their skills to get ready for competition. Staff are also responsible for the youth volleyball program. This program is in partnership with Moxie Volleyball as they teach the lessons.

Staff hosted one of our signature events, Safe Halloween, in October. Despite the less than favorable weather, we had a great turnout. Kellogg Community Credit Union came back again as a title sponsor and they really seemed to enjoy being a part of the event. In addition to planning and attending our events, Special Event staff are the City liaison for all external special events requests.

➤ Communication/Outreach

Staff have attended middle school lunch hours in an attempt to reach middle school students for our programs. We find this method of recruitment to be fruitful for this age group as many times it's helpful to talk with the students to better explain our programs.

Staff attended a showing of the film, A Day in the Life of Kik Pool. This film was produced by a local filmmaker and was shown at Kalamazoo 10 Theater. It was a good depiction of all the different hats the pool plays to the community.

Staff attended a Health and Wellness fair at Millwood Elementary to educate families on what the Parks and Recreation Department is doing to promote a healthy lifestyle.

➤ Parks Division

Winterization of park facilities continues to progress. There were a few facilities that could only be partially completed due to events taking place the end of the month. The remaining areas will be completed the first week in November.

October saw the completion of two park improvement projects from the summer. Frays Park was signed off as complete and the new improvements have been very well received and the residents have been using the park continuously since it was completed. We are planning to upgrade the surface surrounding the swing set in the park with the balance of funds left from the project. We will be installing a SofSurface material in the spring. This was not able to be completed due to the weather this fall, as the product needs temperatures continually above 60 degrees to cure the adhesive.

Henderson Tot Lot was also completed this month. The park turned out great and the residents and neighborhood are very excited with the improvements. A new play area was created that has elements for both two to five year olds and five to twelve year olds. A new picnic shelter was also erected with new furnishings (picnic tables and benches), a new

gaga pit, and 3 new basketball hoops and a new pickleball court. The department is planning a grand re-opening in the spring.

➤ **Communication/Outreach**

Parks Staff participated in the community wide day of service on October 27 at Hays Park. Volunteers helped clear brush, limbs, downed trees, and also helped spread topsoil in some depressions. Despite the weather, it was a great turnout and a lot of work was completed.

Public Services

➤ **Support Services Division**

Budget needs for department capital and operating needs were prepared and submitted in October.

An application for reimbursement of costs due to the Parchment PFAS emergency response was prepared and submitted to the State.

There were 76 new recycling cart requests taken during October bringing the new total carts delivered to 10,526.

➤ **Public Works Division**

Rose Street – Academy to Water

Any remaining work will be completed Spring 2019.

Howard Street Pedestrian Improvements

Staff are working with Kalamazoo Area Transportation Study to secure funds for 2019 construction.

W. Michigan/Howard Traffic Signal Upgrades

Traffic signal work is complete. Sidewalk pouring will take place October 26. Direction boring continues for conduit installation.

Pitcher Street - Kalamazoo to Michigan

The underground signal work has been completed. Mast arm fabrication will be starting shortly and start in the spring. Final paving and pavement marking have been completed and the road is now open.

➤ **Wastewater Operations Division**

The Wastewater Treatment Plant staff have continued to sample plant influent and effluent for PFAS compounds, the latest round of data shows the Kalamazoo Wastewater Reclamation Plant (KWRP) effluent is continuing to meet the Water Quality Standard (WQS) limit of twelve ppt for PFOS. The IPP PFAS Summary Report has been submitted to the MDEQ, Industrial Users will be resampled for PFAS on November 1. The Wastewater Treatment Plant was selected by the MDEQ for a biosolids survey to test for PFAS compounds in the biosolids. Sampling was performed by the MDEQ contractor AECOM on October 30.

The Wastewater Treatment Plant final clarifier design project and clarifier stress testing occurred on October 31 and November 1. Three dimensional laser scanning of the clarifiers will occur in November.

Wastewater Treatment Plant staff performed a lot of maintenance on the tertiary sand filtration process. Sand build up in the tertiary passes was significant.

Wastewater Treatment Plant staff performed watershed cleanups at the head waters of the Schipper's site county drain and in the Blanche Hull preserve by the Portage Creek as part of the Total Maximum Daily Loading (TMDL) group annual Krazy for the Kazoo river cleanup.

➤ **Water Operations Division**

In October, 56 non-copper services were replaced. To date in 2018, 433 non-copper services have been replaced; 180 by City crews and 253 by contractors.

Eight Boil Water Advisory notifications and associated eight Lifting Notices were completed in October due to seven main breaks, service leaks/repairs and hydrant replacements.

The Parchment PFAS emergency has resulted in the City of Kalamazoo PWSS replacing the Parchment PWSS. This has resulted in twice a day water quality sampling, to once a day, now down to three times a week. In addition, City staff has provided an additional service to perform their lead and copper sampling. New corrosion control demands by the MDEQ initiated a transition into a liquid poly blend phosphate at three of our WPSs with the capacity to provide water to Parchment.

Staff prepared and provided a Water/Wellhead Protection/Stormwater presentation for the Colleagues International African delegation and a Water System/quality presentation at the Milwood Neighborhood on October 2, and a PFAS presentation at the AWWA/MDEQ Fall Regional Meeting on October 3.

Staff prepared the Financial Status Report (FSR) and all of the associated documentation and project deliverables for the grant period October 1, 2017 through September 30, 2018.



INTEROFFICE MEMO

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

From: Michelle Emig, Purchasing Division Manager
Prepared By: Craig Hull, Buyer

Date: November 1, 2018

Subject: October 2018 Purchases

I am forwarding for the City Commission, and your information, a summary of the purchases and change orders between \$50,000 and \$100,000 administratively approved during October 2018.

c: Melissa Fuller, Deputy Director of Management Services/Purchasing Agent

**October 2018
PURCHASES ADMINISTRATIVELY APPROVED BETWEEN \$50,000 AND \$100,000**

VENDOR	VENDOR Location MBE/WBE?	AMOUNT	DESCRIPTION
OLAMETER CORPORATION	4325 CONCOURSE DR ANN ARBOR, MI 48108	\$84,545.60	968-58-006.1 WATER METER READING SERVICES
LUCITY INC	10561 BARKLEY ST STE 100 OVERLAND PARK, KS 66212	\$60,360.00	000-00-018.59 LUCITY LICENSING
MICHIGAN OFFICE ENVIRONMENTS	177 PORTAGE RD KALAMAZOO, MI 49007	\$60,711.07	000-00-018.75 OFFICE FURNITURE - I/T DEPT 3RD FLOOR
INTERGRAPH CORPORATION	305 INTERGRAPH WAY MADISON, AL 35758	\$59,896.84	INTERFACE TO LINK KCCDA CAD TO KDPS RMS AND MICR CONVERSION
WATCHGUARD VIDEO	415 CENTURY PKWY ALLEN, TX 75013	\$66,276.00	14 IN-CAR DIGITAL CAMERA SYSTEMS

**October 2018
CHANGE ORDERS ADMINISTRATIVELY APPROVED BETWEEN \$50,000 AND \$100,000**

VENDOR	VENDOR Location MBE/WBE?	AMOUNT	DESCRIPTION
There were zero change orders administratively approved between \$50,000 and \$100,000 for October 2018.			