



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, December 21, 2020

7:00 PM

Electronic Meeting

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation
2. Introduction of Guests
3. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC HEARINGS

F. PUBLIC COMMENTS

G. CONSENT AGENDA

(Action: Motion to approve items “1-15” and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a 3-month contract extension with Etna Supply Company for the purchase of miscellaneous water inventory in the amount of \$243,092.60
2. Approval of a contract with the Michigan Department of Transportation for the Howard Street Pathway Project in the amount of \$359,797.51.
3. Approval of a one-year term contract extension for gasoline and diesel fuel with Kalamazoo Oil, Inc. for an amount not to exceed \$600,000.

4. Approval of a contract with SWT Excavating, Inc. for the 2021 New Water Service Installation Project in the amount of \$696,918.98.
5. Approval of a one-year contract extension with the Michigan Municipal Risk Management Authority through Ibex Insurance Agency, for property & casualty insurance annual premium and member loss fund deposit for an amount not to exceed \$995,265.
6. Approval of a contract with Balkema Excavating, Inc. for the 2020 & 2021 Miscellaneous Water Work Project in the amount of \$1,066,969.35.
7. First reading an ordinance to rezone 902, 912, and 920 West North Street and 715 Woodward Street to Live Work 1 (LW1) from Residential Multiple Family (RM-15); and schedule a public hearing for January 4, 2021.
8. Adoption of a RESOLUTION setting a public hearing for January 4, 2021 to consider the proposed Fiscal Year 2021 Budget for the City of Kalamazoo.
9. Adoption of a RESOLUTION setting a public hearing for January 4, 2021 to adopt the 2019-2023 Consolidated Plan and 2019 Action Plan Substantial Amendments as required by U.S. Department of Housing and Urban Development (HUD).
10. Adoption of a RESOLUTION setting the schedule of regular City Commission meetings for the 2021 calendar year.
11. Approval of an Administrative Consent Order with the Michigan Department of Environment Great Lakes and Energy for drinking water improvements and the associated compliance schedule.
12. Approval of a renewal agreement with Life EMS Ambulance as the City's designated Advanced Life Support provider.
13. Approval of David Boysen's election to enter the Deferred Retirement Option Plan (DROP).
14. Approval of a recommendation to the Kalamazoo County Board of Commissioners that Curt Aardema be reappointed as one of the three City representatives on the Central County Transportation Authority.

15. Approval of the following appointments to the Zoning Board of Appeals:
 - the appointment of **Remi Harrington** for a term expiring on March 31, 2022.
 - the appointment of **Jeremy Terpening** as an Alternate Member for a term expiring on March 31, 2022.

H. REGULAR AGENDA

1. Adoption of an ORDINANCE to amend Chapters 22 and 33 of the Kalamazoo City Code to permit consumption of alcoholic beverages in public places and parks. **(Action: Motion to adopt the ordinance)**

I. REPORTS AND LEGISLATION

1. City Manager's Report

J. UNFINISHED BUSINESS

K. POLICY ITEMS

L. NEW BUSINESS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

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



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Stephen A. Skalski, Assistant City Engineer

DATE: December 21, 2020

SUBJECT: Contract Extension with Etna Supply Co. for Miscellaneous Water Inventory
(Bid Ref#65981-002.1.1)

RECOMMENDATION:

It is recommended that City Commission approve a 3-month contract extension with Etna Supply Company in the total amount of \$243,092.60 for the purchase of miscellaneous water inventory.

BACKGROUND:

The City of Kalamazoo bid out for the purchase of miscellaneous water inventory materials in 2020. Etna was read the low responsive bidder for sections II and IV. Etna was requested to provide a 3-month extension on their pricing.

Etna Supply submitted pricing in a total of \$243,092.60 for sections II and IV. Public Services has reviewed the submittal and recommends extension of the contract.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
Water Distribution Main Valve Operation and Repair

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The funding for the inventory materials were budgeted in the Public Services Water Utility Budget.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.2.**

TO: Mayor Anderson, Vice Mayor Griffin, 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: George H. Waring, E.I.T., Public Works Senior Civil Engineer

DATE: December 21, 2020

SUBJECT: Approval of Contract No 20-5434 with the Michigan Department of Transportation for the Howard Street Pathway Project (Bid Ref# 0000-021.1)

RECOMMENDATION:

It is recommended that City Commission approve the MDOT contract with Peters Construction Company in the amount of \$359,797.51 for the Howard Street Pathway Project and authorize the City Manager to sign all documents. Peters Construction Company was the lowest bidder out of those who bid for this project.

BACKGROUND:

Public Act 51 of 1951 created a fund into which specific transportation taxes are deposited and prescribed how these revenues are to be distributed and the purpose for which they can be spent. Act 51 also established jurisdictional road networks and set priorities for the use of transportation revenues. As an incorporated city, the City of Kalamazoo is eligible to receive federal and state funding for road construction and maintenance through Public Act 51.

The City of Kalamazoo will construct an 8-foot concrete shared-use path along the east side of Howard Street from just north of the Amtrak high-speed rail corridor at Stadium Drive to Michigan Avenue. This facility will connect, and develop, documented regional, nonmotorized, transportation networks in this area of the city. The facility is also located adjacent to the Western Michigan University campus and will serve its students and the general public. The shared-use path greatly increases the safety of nonmotorized users along the portion of Howard Street undergoing the improvements.

Public Services applied and received \$253,000 in federal funding through our local Metropolitan Planning Organization, Kalamazoo Area Transportation Study (KATS). Public Services designed the project with a consultant and submitted the project for bidding through the MDOT

Local Agency Programs (LAP). Through the LAP, MDOT will handle the bidding, awarding, and contractor payments. The City of Kalamazoo will be responsible for the on-site inspection and verifying the contractor quantities. MDOT will bill the City for the local share of the as-bid amount and any administrative fees.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Major Streets 583 Federal Metropolitan Planning Organization (Kalamazoo Area Transportation Study, KATS) Activities Provided master planning for all federal aid eligible roads to improve Congestions, Road Condition, Safety, System Reliability, Freight movement and Economic Vitality, Environmental Sustainability, reduce project cost

Strategic Goal Impact:

Connected City
Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Engagement/Communication Tools: Press releases, public notices, website publication, and other such public communication tools will be used to ensure community is aware and can prepare and act accordingly. This work will involve motorists needing to detour their commute and traffic patterns during various phases of the project.

FISCAL IMPACT:

The Howard Street Pedestrian Improvement project is included in the 2020 Amended Major Streets Capital Improvement plan from carry forward budgets approved in prior years. The project is to be funded as follows:

Federal \$253,000

MST0100189 \$106,797.51

Project Costs:

Construction (City) \$106,797.51

Construction (FHWA) \$253,000

Total Cost \$359,797.51



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

December 3, 2020

Mr. Scott Borling, CMC, City Clerk
City of Kalamazoo
241 West South Street
Kalamazoo, Michigan 49007

Dear Mr. Borling, CMC:

RE: Contract Number: 20-5434
Control Section: TAU 39000
Job Number: 202248CON

Enclosed is one (1) original and one (1) copy of the above referenced contract between your organization and the Michigan Department of Transportation (MDOT).

If you have questions on the content of this contract, or revisions are required, please contact Deirdre Thompson, Local Government Contract Engineer at ThompsonD@Michigan.gov or 517-335-2265.

1. Attach two (2) original certified resolutions. The resolution should include:
 - The name of officials authorized to sign the contract.
 - MDOT Contract Number 20-5434.

If you need an example of a resolution, please contact the MDOT Agreements Staff at MDOT-eAgreements@Michigan.gov.

2. Please return signed contracts and resolutions for MDOT Execution within 35 days from the date of this letter to:

MDOT Agreements Staff
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

MDOT will return a copy of the executed contract to your organization.

Enclosure

TAP

DA

Control Section	TAU 39000
Job Number	202248CON
Project	1901(015)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5434

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF KALAMAZOO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Kalamazoo, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 1, 2020, attached hereto and made a part hereof:

Intersection safety improvement work along Howard Street from Stadium Drive to West Michigan Avenue; including concrete sidewalk work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the

DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$253,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in

accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual

inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF KALAMAZOO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



December 1, 2020

EXHIBIT I

CONTROL SECTION	TAU 39000
JOB NUMBER	202248CON
PROJECT	1901(015)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$378,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$378,600
Less Federal Funds*	<u>\$253,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$125,600

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.3.**

TO: Mayor Anderson, Vice Mayor Griffin, 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, Fleet Manager

DATE: December 21, 2020

SUBJECT: Term Contract Extension for Gasoline and Diesel Fuel (Bid Ref# 405-09-014.4)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year term contract extension for gasoline and diesel fuel with Kalamazoo Oil, Inc. for an amount not to exceed \$600,000.

BACKGROUND:

In 2017, the City of Kalamazoo and Kalamazoo County participated in a cooperative sealed bid purchase of gasoline and diesel fuel. A one-year contract was awarded to Kalamazoo Oil, Inc. as a result of that bidding process with the current extension expiring on December 31, 2020.

Since the petroleum market is continually changing, the contract was structured to obtain a firm and competitive price which stays current with the market by bidding the margin charged by the supplier. The margin includes the supplier's cost and profit to deliver the fuel to the City's storage site. The margin is added to the regional refinery's rack price, which fluctuates with the marketplace. The refinery provides a verification of the rack price with each shipment of fuel. 2021 rates were requested from the vendor who proposed no rate increase for 2021.

The City purchases fuel in bulk quantities ranging from 250 gallons to 6,000 gallons and dispenses them to City vehicles and equipment. A contract extension with Kalamazoo Oil is recommended for approval. Kalamazoo County will be making a separate award for their gasoline and diesel fuel requirements.

STRATEGIC VISION ALIGNMENT:

Priority Based Budgeting Program (program name and description):

Fuel Monitoring - Purchase and monitoring of all city diesel, gasoline and oils to maintain fleet.

Strategic Goal Impact:

Good Governance

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal

FISCAL IMPACT:

Funds are being budgeted in the proposed 2021 budget and fuel will be purchased on an as-needed basis. As it is dispensed, the fuel is charged to the individual department's expense budget accounts. The proposed contract amount is estimated based upon the current prices and historic usage.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.4.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Stephen A. Skalski, Assistant City Engineer

DATE: December 21, 2020

SUBJECT: Approval of a Contract for 2021 New Water Service Installations (Bid Ref#: 91244-013.0)

RECOMMENDATION:

It is recommended that City Commission approve a purchase order with SWT Excavating, Inc. in the total amount of \$696,918.98 for the 2021 New Water Service Installation Project.

BACKGROUND:

In an effort to streamline water service installations systemwide, Public Services prepared bid documents for private contractor services to supplement the work performed by City crews.

Bids were opened for the project on December 9, 2020. Two bids were received, with SWT Excavating, Inc being the low responsive bidder. Public Services is satisfied with the work that SWT Excavating has performed in the past and recommends approval of this purchase order.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
Water Administration Inspection of new water mains and service connections

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The Water 2021 Proposed capital plan anticipates approximately \$1,000,000 in small service connections in 2021. Service connections are funded by contributions in aid of capital from developers or property owners.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.5.**

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

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

DATE: December 21, 2020

SUBJECT: 2021 Property & Casualty Insurance Renewal (Bid Ref #962-47-004.17)

RECOMMENDATION:

It is recommended that the City Commission approve a one year contract extension with the Michigan Municipal Risk Management Authority (MMRMA) through Ibex Insurance Agency, for property & casualty insurance annual premium and member loss fund deposit not to exceed \$995,265.00.

BACKGROUND:

The coverage provided for this year's renewal includes \$10 million limits for general and auto liability, \$227,863,485 in "all-risk" replacement cost coverage for City-owned buildings and other property, less of electronic data coverage, employee fidelity bonds, and other coverage.

This year's base premium (excluding member deposit) is currently 1.4% lower than the 2019 premium. MMRMA is also distributing a "return of net assets" of \$571,074 as a result of favorable investment return and loss experience. This will be credited to the insurance fund to help offset the cost of the premium.

STRATEGIC VISION ALIGNMENT:



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

COMMUNITY ENGAGEMENT:

Community Engagement Tools Used:

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

FISCAL IMPACT:

Funds for this premium are included in the 2021 proposed Insurance Fund budget. Insurance premiums are funded by general insurance charges to the City's various departments.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.6.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anna C. Crandall, EIT, Senior Civil Engineer – Water Resources

DATE: December 21, 2020

SUBJECT: Approval of a Contract with Balkema Excavating, Inc. for the 2020 & 2021 Miscellaneous Water Work (Bid Ref#91244-014.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Balkema Excavating, Inc. for the 2020 & 2021 Miscellaneous Water Work Project, in the amount of \$1,066,969.35.

BACKGROUND:

The City of Kalamazoo currently performs all work included in the 2020 & 2021 Miscellaneous Water Work Project. Public Services recently posted the 2020 & 2021 Miscellaneous Water Work Project bid to obtain a contractor to be able to perform this work when city crews are busy performing other water system tasks.

Bids were opened for the project on November 24, 2020. Four bids were received with Balkema Excavating, Inc. being the low responsive bidder. Public services recommends approval of this contract.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

New Water Main & Service Inspection - Inspection of new water mains and service connections.

Curb Box Maintenance - Repair and Maintenance of the pipe in the yard that allows access to the on and off valve.

Hydrant Maintenance - Repair, maintain and exercising of hydrants. Repair and or replace hydrants that have been damaged by vehicles, etc.

Water Main Breaks and Leak Repair - Crews respond and repair main breaks and leaks in the distribution system.

Service Line Repair and Replacement - Repair and Replacement of Service lines that provide water to the home, business, etc.

Main Valve Operation and Repair - Repair and maintenance of valves in the distribution system.

Strategic Goal Impact:

Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal/Inform

FISCAL IMPACT:

The funding for the contract is available in the City's 2020 & 2021 Water Capital Improvements Budget and the Water Operations & Maintenance Budget. As this contract will be utilized as needed, the contract will be expended to the appropriate capital or operating codes as used.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.7.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Community Planning Economic Development
Department Director
Prepared by: Christina Anderson, City Planner

DATE: December 21, 2020

SUBJECT: Rezoning of 902, 912, and 920 West North Street and 715 Woodward Street to Live Work 1 (LW1) from Residential Multiple Family (RM-15)

RECOMMENDATION:

It is recommended the City Commission offer for first reading an ordinance to rezone 902, 912, and 920 West North Street and 715 Woodward Street to Live Work 1 (LW1) from Residential Multiple Family (RM-15) and schedule a public hearing for January 4, 2021.

BACKGROUND:

This past June, the properties at 902, 912, and 920 West North Street and 715 Woodward were destroyed by fire. Structures were demolished in June and the sites cleared in late fall. At the time of the fire, the City committed to post fire clean-up, and meeting to navigate the redevelopment of the lots. This assistance includes this request to rezone to Live Work 1 to better set each property owner up for successful redevelopment and to think about the redevelopment.

At the time of writing this report, the property owners are working together to create an area of shared parking to reduce the number of curb cuts onto the surrounding streets. 920 West North Street is the furthest along in the project meeting to understand building code, zoning code, and utilities in the area. The conceptual plan includes uses on the ground floor and apartments above. The owner of both 912 West North Street and 715 Woodward is planning multiple family buildings. The owner of 902 West North Street is working on his concept, which could include a commercial component. Live Work 1 allows all of these land uses and, regardless if the new building is commercial, residential, or mixed-use building form that fits with the traditional character of the area.

Prior to the fire, these buildings each contained multiple dwelling units with two buildings being active on the rear lots. Renovations. Going back to the 1950s these properties provided multiple housing units and space for a law office. The area is within the Stuart Historic District. West North Street contains a mix of residential, institutional and civic, and commercial. Live Work 1 would allow the continuation of this use pattern and in a size and scale that fits with the location and character of the area.

Neighborhoods.

Live Work 1 also removes the density restrictions that tie the number of allowable units permitted to the lot area, 20' setback, which limit the ability to redevelop these lots at least at the previous density level and in ways that b

- Live Work 1 does not have a per unit lot square footage requirement. It balances the number of units with building siting requirements; and overall height (3 stories) which fits well on our existing lots and blocks
- Live Work 1 allows a total impervious lot coverage of 75%. This, again, is a better fit for our existing lot multiple family development.
- Live Work 1's lot type requirements allow for the buildings to be placed closer to the front and corner pr of the lot for parking and access and keeping with the existing historic character of the area.

The proposed rezoning aligns the City's Strategic Plan and the Northside Neighborhood Plan. The rezoning to L Complete Neighborhoods, Connected City, Inviting Public Places, and Economic Vitality goals within the Strate [Plan](#) approved within the City's 2025 Master Plan has 4 primary goals. The rezoning and redevelopment of this l resident owned businesses, especially those by African Americans and low incomes residents and preserve existi accommodate all resident needs (reference action tables on pages 8 and 11 of the Plan for specifics).

The Planning Commission reviewed this request at a public hearing on December 3, 2020. The Commission vote Commission.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



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



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



Shared Prosperity - Abundant opportunities for all people to prosper

COMMUNITY ENGAGEMENT:

The Stuart and Northside Neighborhood Associations were informed of the rezoning request prior to the Planning Commission's review at a public hearing on December 3rd. The public

hearing was noticed in the Kalamazoo Gazette and letters were sent to property owners within 300' of the four properties involved in the rezoning request.

FISCAL IMPACT:

These properties are currently vacant after the June 2020 fire. Rezoning them to Live Work 1 will support the owners in reactivating these properties, putting them back on the tax rolls and, more importantly, back into a space where they are serving the community with housing and neighborhood commercial spaces.

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 WINSLOWS ADDITION**

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 to rezone the following described parcels from Residential Multi-dwelling 15 (RM15) to Live Work 1 (LW1):

715 Woodward Ave; Parcel 06-16-263-005

WINSLOWS ADDITION, Liber 3 of Plats Page 36; Part of Lot 5 in Block 2, Beginning at a point in the west line of Woodward Avenue 136.5 feet North of the north line of West North Street; thence West 107 feet parallel with the north line of West North Street; thence North 39.5 feet parallel with the west line of Woodward Avenue; thence Northeasterly 21.19 feet to a point 100 feet West & 59.5 feet North of the point of beginning; thence East 100 feet parallel with the north line of West North Street to the west line of Woodward Avenue; thence South 59.5 feet along the west line of Woodward Avenue to the point of beginning.

902 W North St; Parcel 06-16-263-010

WINSLOW'S ADDITION, Liber 3 of Plats Page 36; The East 75 feet of Lot 1 in Block 2. Also, the East 75 feet of the South 4.5 feet of Lot 5.

912 W North St; Parcel 06-16-262-010

WINSLOWS ADDITION, Liber 3 of Plats Page 36; Beginning on the north line of West North Street 75 feet West of the southeast corner of Lot 1 of Block 2; thence North 136.5 feet parallel with the west line of Woodward Avenue; thence West 32 feet parallel with the north line of West North Street; thence North 39.5 feet parallel with the west line of Woodward Avenue; thence Northeasterly 21.19 feet to a point 100 feet West of the west line of Woodward Avenue & 68 feet South of the south line of Ada Street; thence North 68 feet parallel with the west line of Woodward Avenue to the south line of Ada Street; thence West 40.06 feet along the south line of Ada Street; thence South 41.9 feet parallel with the west line of Woodward Avenue; thence West 1.4 feet parallel with the south line of Ada Street; thence South 8.1 feet parallel with the east line of Staples Avenue; thence West 83.6 feet parallel with the south line of Ada Street to the east line of Staples Avenue; thence South 13 feet along the east line of Staples Avenue; thence East 75.17

feet more-or-less to a point 149.5 feet West of the west line of Woodward Avenue; thence South 201 feet more-or-less parallel with the west line of Woodward Avenue to the north line of West North Street; thence East 74.5 feet along the north line of West North Street to the point of beginning.

920 W North St; Parcel 06-16-262-003

WINSLOWS ADDITION, Liber 3 of Plats Page 36; The South 115 feet of Lot 3 in Block 2

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 , 2021, 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, Public Act 267 of 1976, as amended by Public Act 228 of 2020, 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.

David F. Anderson, Mayor

Scott A. Borling, City
Clerk

City of Kalamazoo
PLANNING COMMISSION
Minutes
December 3, 2020
DRAFT

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

Members Present: Gregory Milliken, Chair; Emily Greenman Wright, Vice Chair; Derek Wissner; Coreen Phipps; James Pitts; Brian Pittelko; Shardae Chambers

Members Excused: Sakhi Vyas

City Staff: Christina Anderson, City Planner; Clyde Robinson, City Attorney; Pete Eldridge, Assistant City Planner; Beth Cheeseman, Executive Administrative Assistant; Amanda Cockroft, Marketing and Communication Specialist; Steve Brown, Foundation for Excellence Manager; Rebekah Kik, Director of Community Planning and Economic Development; James Baker, Public Services Director; Jack Urban, City Commissioner; Sean Fletcher, Parks & Recreation Director; Kevin Ford, Shared Prosperity Coordinator

A. CALL TO ORDER

Commissioner Milliken called the meeting to order at 7:02 p.m.

B. ROLL CALL

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

C. ADOPTION OF FORMAL AGENDA

Planner Anderson announced they will be moving item F.1 New Business to H.2 Other Business. The first order of business will be G. Public Hearing.

Commissioner Phipps, seconded by Commissioner Greenman Wright, moved approval of the December 3, 2020 Planning Commission agenda as amended. With a voice vote, the motion carried unanimously.

D. APPROVAL OF MINUTES

Commissioner Pitts, seconded by Commissioner Phipps, moved approval of the November 5, 2020 Planning Commission minutes. With a voice vote, the motion carried unanimously.

E. COMMUNICATIONS AND ANNOUNCEMENTS

None.

F. NEW BUSINESS

None.

G. PUBLIC HEARINGS

1. P.C. #2020.17: Request for Rezoning of 902, 912, & 920 West North Street and 715 Woodward Avenue from RM-15 (Residential – Multi Dwelling District) to LW-1 (Live-Work 1 District). **[Recommendation: Recommend approval of rezoning to City Commission]**

Commissioner Milliken announced the process for people to leave public comments.

Planner Anderson presented the staff report indicating this was a City-led action in partnership with the parcel owners. She gave an overview of the area, noting the parcels proximity to the Stuart, Northside, and Douglass neighborhoods. In June there was a fire that destroyed all four of the structures on these lots. The City assisted with demolition and will assist with the clean-up efforts. Planner Anderson presented pictures and maps showing the area as a mix between commercial, residential and some manufacturing. She mentioned that the Historic Preservation Coordinator wrote a short message sharing information about the buildings that were destroyed. City staff are proposing a rezoning to a mixed-use district. LW-1 allows single-family homes, buildings with multiple units and mixed-use. Planner Anderson reviewed the types of structures in the area showing that LW-1 is in line with what exists there currently. She shared that the property owner of 902 North Street is considering a three-story building - commercial and an apartment on the ground floor and residential above.

Planner Anderson explained how they consider certain questions when considering a rezoning. She said this request is consistent with the Master Plan and Strategic Vision. There are multiple strategic goals that support a rezoning. Those goals include Complete Neighborhoods, Economic Vitality, Inviting Public Places, and Shared Prosperity. The rezoning would help support the owners to rebuild and serve their neighborhoods. Due to the fire, there was a significant change in conditions for this area. There is also a community need for housing. LW-1 zoning is compatible with the surrounding neighborhood uses. Planner Anderson explained that LW-1 zoning will result in a logical and orderly development. It will not require new roads or subdividing a block. She noted that the zoning is designed to work with the scale of the area.

Planner Anderson shared that there are three property owners between the four lots. The property owners are working together for possible shared parking to serve the units in their buildings. That will help cut down on curb cuts and driveways. Planner Anderson introduced Ms. Twala Lockett-Jones and Mr. Robert Washington as the property owners present at the meeting. Ms. Sherri Duncanson joined the meeting at a later time.

Ms. Twala Lockett-Jones said her mixed-use project was planned for 902 W. North Street. They are hoping to have a community tea house, a Girls Build Kalamazoo program to teach skilled trades to girls in middle and high school, and an ADA accessible unit on the ground floor. She said there will be nine housing units total in building. Ms. Lockett-Jones said there will be one additional commercial space that can be leased.

Commissioner Pitts asked how long the clean-up will take or when it will happen. Planner Anderson believed the bid was accepted at the last City Commission meeting. It should be under way shortly. Commissioner Pitts asked what the shared parking would look like. Planner Anderson said the design is

still to be determined. The City is trying to support property owners to have those conversations and work on some of those design elements. She said the middle property allows a large area for shared parking between the different uses. Planner Anderson noted that the zoning code allows shared parking areas.

Commissioner Chambers asked if there will be space for single-family homes if desired by the property owners. Planner Anderson confirmed that all the projects include housing options. The buildings destroyed had multiple units. If property owners wanted to build single-family homes, they are allowed to do that in the LW zone. Planner Anderson also confirmed that the project for 902 fits solely on the 902 parcel.

Commissioner Milliken opened the public comment portion of the public hearing.

There were no public comments.

Commissioner Milliken asked if City staff had received written comments. Planner Anderson said they had not received written items outside of the property owners themselves. Ms. Lockett-Jones spoke with people from the Stuart Neighborhood and City staff talked with the President of the NACD. Neither group brought forward any comments on the rezoning.

Commissioner Milliken closed the public comment portion of the public hearing.

Commissioner Pitts, seconded by Commissioner Wissner, moved to recommend approval of rezoning of 902, 912, 920 W. North Street and 715 Woodward Avenue from RM-15 to LW-1 to the City Commission.

Commissioner Pitts said he was excited about the request. He remembered when he would walk to North Street and see thriving businesses in the area. He thinks it's a great idea to rezone these parcels.

Commissioner Milliken stated agreement with the staff report and its findings. He said the request is consistent with the ordinance requirements for a rezoning request. Commissioner Milliken noted that it is a change of the Future Land Use plan and the Neighborhood plan. He thought this was acceptable because of the significant change that occurred to the property. Commissioner Milliken requested that City staff remember that this will need to be amended in the Master Plan and the Neighborhood plan to correct what will be an inconsistency. Commissioner Milliken also advocated to rezone whole blocks in future rezoning work instead of leaving a few parcels of the block unchanged.

A roll call vote was taken. The motion passed unanimously.

Planner Anderson let the property owners know the next step is for the request to go to the City Commission. She will be in contact with property owners to give them more details.

H. OTHER BUSINESS

2. P.C. #2020.18: 2021 Capital Improvement Plan. Request from Community Planning & Economic Development Department to review 2021 C.I.P. [**Recommendation: Recommend approval of C.I.P. to City Commission**]

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

J. CITY COMMISSION LIAISON COMMENTS

K. CITY PLANNER'S REPORT

L. MISCELLANEOUS COMMENTS BY PLANNING COMMISSIONERS

M. ADJOURNMENT

Commissioner Milliken adjourned the meeting at 9:15 pm.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.8.**

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

FROM: James K. Ritsema, City Manager
Prepared by: Stephen Vicenzi, CFO/Director of Management Services

DATE: December 21, 2020

SUBJECT: Resolution Setting a Public Hearing for the Proposed FY 2021 Budget

RECOMMENDATION:

It is recommended that the City Commission adopt the attached resolution setting a public hearing to consider the proposed Fiscal Year 2021 Budget for the City of Kalamazoo. This resolution provides notice of a public hearing to be held on January 4, 2021 regarding the proposed City of Kalamazoo FY 2021 Budget.

BACKGROUND:

Each year a resolution must be adopted to provide notice of a public hearing to be held prior to adoption of the budget. The hearing must take place prior to adoption of the budget and publication of a notice of said hearing must be published at least six (6) days prior to the hearing.

The attached resolution regarding the budget hearing provides for the hearing to take place at or after 7 p.m., local time, on January 6, 2020. The final budget actions by the City Commission are scheduled for January 19, 2021 and include the adoption of a General Appropriation Resolution for the Year of 2021 setting property tax millage rates, the final appropriations to be adopted by the City Commission for each fund and operation within the City, and other related actions such as resolutions regarding fee increases.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name

Program
Descrip



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion: Public input will be sought during the public hearing on January 4, 2021.

FISCAL IMPACT:

There is no fiscal impact at this time.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 20-

**A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE
PROPOSED FISCAL YEAR 2021 BUDGET FOR THE CITY OF KALAMAZOO**

Minutes of a regular meeting of the City Commission of the City held on December 21, 2020, at 7:00 o'clock p.m., local time, by electronic means.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, Article 7, Section 32 of the 1963 Constitution of the State of Michigan requires the holding of a hearing on any budget of local units empowered to prepare budgets of estimated expenditures and revenues; and

WHEREAS, MCL 141.412 requires that a notice of such hearing be given by publication in a newspaper of general circulation at least six (6) days prior to such hearing; and

WHEREAS, Public Act #40 of 1995 provides that in order to avoid the necessity of holding a truth in taxation hearing, that a municipality must include a statement in its budget hearing notice that the property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing; and

NOW, THEREFORE, IT IS RESOLVED that a hearing will be held before the Kalamazoo City Commission on the proposed 2021 Budget for the City of Kalamazoo on January 4, 2021 at or after 7:00 p.m., local time, by electronic means. Instructions for accessing this meeting and participating in the public hearing will be published on the City's website at <https://www.kalamazoocity.org/notices> no later than Thursday, December 31, 2020 at 5:00 p.m. Notice of said hearing shall be published at least six (6) days prior to the hearing in the following form:

CITY OF KALAMAZOO, MICHIGAN
NOTICE OF BUDGET HEARING

Notice is hereby given that a hearing will be held before the Kalamazoo City Commission on the proposed 2021 Budget for the City of Kalamazoo on January 4, 2021 at or after 7:00 p.m., local time, by electronic means. Instructions for accessing this meeting and participating in the public hearing will be published on the City's website at

<https://www.kalamazoocity.org/notices> no later than Thursday, December 31, 2020 at 5:00 p.m. A copy of the said budget is available for inspection at the office of the City Clerk and on the City of Kalamazoo's website, www.kalamazoocity.org. **The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.**

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 December 21, 2020. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 228 of 2020. Minutes of the meeting will be available as required by the Act.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.9.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Director, Community Planning & Economic Development Department (CPED)
Prepared by: Antonio Mitchell, Community Investment Manager

DATE: December 21, 2020

SUBJECT: Resolution Setting a Public Hearing on PY2019-2023 Consolidated Plan and 2019 Action Plan Substantial Amendment

RECOMMENDATION:

It is recommended that the City Commission adopt a resolution setting a public hearing for January 4, 2021, to adopt the 2019-2023 Consolidated Plan and 2019 Action Plan Substantial Amendments as required by U.S. Department of Housing and Urban Development (HUD).

BACKGROUND:

HUD requires communities who receive Cares Act direct funding, like the City of Kalamazoo, to amend the associated Consolidated and/or Action Plan explaining how the funds will be used.

This will be the final public hearing in the HUD public process, which included a 5-Day Public Comment Period (COVID-19) and a public meeting that was held by the Community Development Advisory Committee (CDAAC) on November 19, 2020. At the conclusion of the City Commission public hearing, the amended 2019-2023 Consolidated Plan and 2019 Action Plan Substantial Amendments will be forwarded to HUD, so the City may receive the CARES Act-3, CDBG-CV 2 allocation of funds.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

PY2019 Cares Act-3 funds will support all PBB CDBG-CV programs assigned to the Community Development Division. A primary program supported with PY2019 CDBG-CV funds is Affordable Housing.

Strategic Goal Impact:



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



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



Shared Prosperity - Abundant opportunities for all people to prosper

Discussion

Funds will be used to address homelessness prevention during and after the pandemic through the acquisition of the Knights Inn Motel. Funding will also support the continued growth of vibrant neighborhoods throughout the city.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion: For all HUD allocations, a community engagement process is supported through Community Planning and Economic Development - Citizen Participation Plan. The Citizen Participation Plan is used to develop and determine goals for the City's Consolidated Plan, Assessment of Fair Housing Plan, Annual Action Plan and CARES Act Activities related to the pandemic. Engagement includes engaging applicable stakeholder, core neighborhood associations, holding public comment periods, public meetings and hearings to garner resident input. Comments and information gathered are used to identify resident needs and develop goals accordingly.

CDAAC is an instrumental part of the community outreach process. A subcommittee is convened to help CPED staff develop the community outreach process. The subcommittee members attend neighborhood meetings and provide support in reaching out to residents.

CDAAC was also responsible for assisting the City in identifying and recommending activities for the CARES Act-3 eligible expenses that prevent and respond to the spread of infectious diseases such as the coronavirus.

CDAAC held a public hearing on November 19, 2020, to take additional public comments and assist the City in determining the most urgent need for the citizens of Kalamazoo CARES Act-3 allocation.

FISCAL IMPACT:

The recommendation(s) will utilize the CARES Act federal allocation received from HUD or monies generated by that allocation. Through the award of these federal dollars in the manner recommended, the City of Kalamazoo's general fund is not required to address many of the community needs supported by the City and by outside nonprofit organizations.

The administration and monitoring of the projects will be conducted by CPED. Funding for the City of Kalamazoo activities is detailed in Attachment B.

May 2020
City of Kalamazoo
Department of Economic & Community Development
Community Development Division
Summary of PY2019 Consolidated Plan and Action Plan Amendments CARES Act - 3
In Response to COVID-19

The following information addresses the areas of the Citizen Participation Plan, PY2019-2023 Consolidated Plan and 2019 Action Plan amended in response to the Coronavirus Pandemic (COVID-19):

In compliance with HUD Memo, issued April 9, 2020, amendments to the approved Citizen Participation Plan, 2019 Consolidated Plan and action Plan were limited to the following sections:

CITIZEN PARTICIPATION PLAN

- **Citizen Participation narrative addition:** Citizen Participation Reasonable Notice and Opportunity to Comment. Hud recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of covid-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances. The county constitutes a public meeting as a public hearing that may take place in a physical location, virtual web meeting or teleconference. This authority is in effect through the end of the 2020 program year.

Availability of waivers of Community Planning and Economic Development (CPED) Grant Program and Consolidated Plan Requirements to prevent the Spread of COVID-19 and mitigate economic impacts caused by COVID-19. This 30-day minimum is for the required public comment period is waived for substantial amendments, provided that no fewer than five (5) day are provided for public comments on each substantial amendment. The waiver is available through the end of the recipients 2020 program year and is amended throughout the Citizen Participation Plan, a section of the 2019-2023 Consolidated Plan.

Any comments received, either at the virtual public hearing or during the public comment period will be considered by the City before the final amended action plan is submitted to HUD. A summary of the comments and the agency's responses will be an attachment to the final amended action plan.

This amended citizen participation plan will itself be made available to the public for a five (5) day public comment period prior to implementation, and any interest groups may review and comment accordingly.

PY2019 CONSOLIDATED PLAN and 2019 ACTION PLAN – CARES Act -3

- **Needs Assessment narrative addition:** It is anticipated, due to the global pandemic of the coronavirus (COVID-19), that basic needs are the upmost need in the community. At the time of the amendment to this plan, the most three prevalent needs were food, housing, and safety for our citizens. Agency needs are staffing, operating costs, and limited interaction with citizens due to lack of virtual platforms/access.
- **Priority Needs narrative addition:** In response to COVID-19, HUD has allocated and additional CARES Act -3 CDBG-CV dollars in the of \$482,782. the City of Kalamazoo will utilize these funds to address homelessness. The City of Kalamazoo will allocate \$482,782 to the LIFT Foundation to assist in the purchase of the Knights Inn. The acquisition of the Knights Inn can help to address the growing homeless population in Kalamazoo due to the “challenges of COVID-19 and the approaching winter weather”. The goal for the Knights Inn is that it will be renovated to provide 60 permanent housing units.
- **Resources addition:** CDBG-CV funds in the amount of \$958,737, and \$482,782 and \$25,000 (uncommitted 2019 funds) for a total of \$1,466,519 to be used in response to COVID-19.
- **Goals and Goal Description addition:** of “Provide relief in response to COVID-19 Pandemic”

All grants will be evaluated using equity criteria to ensure hardest hit and underserved populations are prioritized.

PY2019 Action Plan Project Additions:

The Lift Foundation – Acquisition of “The Knights Inn”

PY2019 Action Plan Budget - Sources and Uses - Amended 5/11/20 & 11/23

SOURCES	
CDBG Allocation	\$ 1,615,035
CDBG Prior Years Unallocated Funds	\$ 146,737
Neighborhood Enhancement - Target Neighborhoods/DPA (14,368)	\$ 200,000
CDBG Anticipated Program Income	\$ 120,680
HOME Allocation	\$ 492,146
HOME Prior Year allocated Funds	\$ 186,077
CDBG -CV -1	\$ 958,737
CDBG -CV - 3	\$ 482,782
TOTAL 2019 FUNDS AVAILABLE	\$ 4,202,194

USES			
Agency	Activity Name	Funding	
CDBG ADMINISTRATION²			
City of Kalamazoo	Administration	\$ 323,007	\$ 323,007

CDBG - GENERAL			
City of Kalamazoo	Code Administration	\$400,000	
City of Kalamazoo	Demolition	\$100,000	
PY2019			\$ 500,000

CDBG PUBLIC SERVICE¹			
City of Kalamazoo Public Safety	Crime Prevention	\$ 150,000	
United Way of Battle Creek and Kalamazoo Region	Continuum of Care	\$ 20,000	
Ministry with Community	Homeless Prevention	\$ 30,000	
City of Kalamazoo	P&R Youth Development	\$ 36,855	
Total			\$ 236,855

CDBG - AFFORDABLE HOUSING			
Agency	Activity Name	Funding	

Senior Services, Inc.	Home Repair for the Elderly	\$ 125,000	
Community Homeworks	Critical Home Repair & Weatherization Program	\$ 150,000	
City of Kalamazoo	Lead Base Paint Hazard Reduction Program	\$ 94,542	
City of Kalamazoo	Code Enforcement Pilot Program	\$ 125,000	
Kalamazoo Neighborhood Housing	DPA	\$75,000	
Total			\$ 569,542

***CDBG Neighborhood Enhancement**

Agency	Activity Name	Funding	
City of Kalamazoo	Target Neighborhood	\$200,000	\$ 200,000

***CDBG Unallocated Funds for Current Year**

Year	Activity Name	Funding	
			0
TOTAL CDBG PROGRAM ALLOCATIONS			\$ 1,829,404

***CDBG - COVID- 19 Assistance**

Year	Activity Name	Funding	
Housing Resources, Inc.	Rental Assistance	\$719,052.75	
United Way	Small Business Assistance	\$239,684.25	
Senior Services	Food Assistance	\$25,000.00	
United Way	The Knights Inn	\$482,782.00	
TOTAL CDBG PROGRAM ALLOCATIONS			\$ 1,466,519

ANTICIPATED PROGRAM INCOME

Agency	Activity Name	Funding Recom	
City of Kalamazoo CP&D	Small Business Revolving Loan	\$ 11,280	

Kzoo Neighborhood Housing Services	Minor/Emergency Roof Repair	\$ 95,000	
Community Homeworks	Critical Minor Home Repair	\$ 14,400	
Anticipated Program Income Total			\$ 120,680

	TOTAL CDBG FUNDING FOR PY2019	\$ 3,523,972
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HOME - UNALLOCATED PRIOR YEARS PROGRAM FUNDS		
Year	Allocation	
		0.00

1Public Services activities are subject to a 15% cap

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. ____

A RESOLUTION SETTING THE PUBLIC HEARING FOR THE PY2019 ACTION PLAN AND 2019-2023 CONSOLIDATED PLAN

Minutes of a regular meeting of the City Commission held on _____, 2020, at or after 7:00 o'clock p.m. local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the City's Citizen Participation Plan, adopted March 21, 1998 and amended on May 19, 2014, pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974 as amended, provides for the holding of an Annual Action Plan Budget Public Hearing including a review of estimated expenditures and revenues; therefore

BE IT RESOLVED, that a public hearing be held on 2019-2023 Consolidated Plan and the City of Kalamazoo 2019 Program Year (PY) Annual Action Plan Substantial Amendments by the City Commission at City Hall on or after 7:00 p.m. local time, on January 4, 2021.

BE IT FURTHER RESOLVED that Community Planning and Development Department publish a notice of said public hearing once in the Kalamazoo Gazette fifteen (15) days prior to such hearing in substantially the following form:

CITY OF KALAMAZOO

NOTICE OF PUBLIC HEARING

PY2019 Action Plan **and 2019-2013** Consolidated Plan Substantial Amendments - CARES Act - 3

The City Commission will conduct a Public Hearing on January 4, 2021 in the City Commission Chambers, 241 West South Street, Kalamazoo, Michigan beginning at 7:00 pm. The purpose of the Public Hearing is to discuss the 2019-2013 Consolidated Plan and PY2019 Annual Action Plan Substantial Amendment which delineates the CARES Act programs that the City of Kalamazoo intends to undertake during the 2019 Program Year (PY), that runs from July 1, 2019 through **June 30, 2020. Citizen comments are welcome.**

The 2019-2023 Consolidated Plan and PY2019 Annual Action Plan Substantial Amendment is required by the U.S. Department of Housing and Urban Development (HUD) and will address programs under the Community Development Block Grant (CDBG -CV), programs.

HUD has released the CARES Act funding allocation amount(s) to address community needs as identified in the 2019-2023 Consolidated Plan and Action Plan Substantial Amendments. CARES Act funding allocated to PY2019 funding, will address community needs related to COVID-19, as identified in the 2019-2023 Consolidated Plan. The City of Kalamazoo amended budget is as follow:

Community Development Block Grant (CDBG)	\$	1615,035
HOME Investment Partnership Program (HOME)	\$	492,146
Cares Act - 1	\$	958,737
Cares Act - 3	\$	492,782
Emergency Shelter Grant (ESG)	\$	0.00

Total \$3,358,700

In addition, the City will allocate program income as part of the PY2019 Action Plan, as follows:

CDBG Program Income (anticipated):

City of Kalamazoo Small Business Revolving Loan	\$	11,280
KZOO Neighborhood Housing Services	\$	95,000
Community Homeworks	\$	14,400

Total \$120,680

Unallocated funds to be allocated in 2019

2019 City of Kalamazoo -	\$	0.00
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Total \$ 0.00

CDBG Prior Year Unallocated Funds

CDBG 2018 Year Unallocated Funds	\$	346,737
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Total \$346,737

HOME Unallocated Funds

HOME Prior Year Unallocated Funds	\$	186,077
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HOME Current Year Unallocated Funds	\$	0.00
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Total \$186,007

Total Budget: \$4,012,124

A complete breakdown of funding sources and the activities to be funded can be found on the City's website at www.kalamazoocity.org/comdev.

A copy of the 2019 Action Plan and 2019-2023 Consolidated Plan is available for review in the Community Planning and Development Department, located at 415 Stockbridge Avenue, Kalamazoo, Michigan or on the City's website at www.kalamazoocity.org/comdev. Call 269.337.8210 for more information.

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

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Commission of the City of Kalamazoo, Kalamazoo County, Michigan, held on the _____, 2020, the original of which is in the official proceedings of the City Commission.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.10.**

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

FROM: Scott A. Borling, City Clerk

DATE: December 21, 2020

SUBJECT: Adoption of the 2021 City Commission Regular Meeting Schedule

RECOMMENDATION:

It is recommended that the City Commission adopt a resolution setting the schedule of regular City Commission meetings for the 2021 calendar year.

BACKGROUND:

The proposed 2021 schedule of regular City Commission meetings was designed with following parameters in mind:

- both the Open Meetings Act (OMA) and City Commission Rule #1 require the Commission to establish a schedule of its regular meetings for the calendar year.
- City Commission Rule #1 specifies the Commission will hold its Regular Business Meetings on the first and third Mondays of the month, except as specified in the annual schedule of meetings.
- Section 8(a) of the City Charter requires that the City Commission meet “not less than twice each month.”
- if a City-observed holiday falls on the first or third Monday of the month, the Commission meeting has been moved to the next business day.

The proposed 2021 schedule does not include Neighborhood Meetings. The City Commission has not held a Neighborhood Meeting since the COVID19 pandemic pushed public meetings into remote formats in March. It is anticipated that the City Commission will continue to conduct their meetings by electronic means well into 2021. The City Commission has the option of amending its meeting schedule at any time to resume Neighborhood Meetings.

The recommendation to adopt a regular meeting schedule does not interfere with the ability of the City Commission to hold special meetings when necessary.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name and Description

Legislative Support - Activities that fulfill the City Clerk's role as the "Clerk of the City Commission (City Charter, Section 47). These activities include preparing City Commission meeting agendas and agenda packets; creating City Commission meeting minutes; processing documents for signature and transmittal following City Commission actions; organizing and indexing City Commission documents; and performing legislative research for Commissioners, staff, and citizens.

This program/project has a high degree of impact on the following Strategic Goal(s):



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

Discussion

Preparing the annual schedule of regular City Commission meetings most directly addresses the Communication and Outreach subgoal under Good Governance.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement Inform

Engagement/Communication Tools

Once adopted, the City Commission's regular meeting schedule for 2021 will be physically posted at City Hall, posted electronically on the City's website and social media, and emailed to the people who have subscribed to receive notice when City Commission agendas and agenda packets have been published.

FISCAL IMPACT:

There is no fiscal impact associated with this recommendation.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 20-

**A RESOLUTION APPROVING AND ESTABLISHING THE SCHEDULE OF
REGULAR CITY COMMISSION MEETINGS FOR THE 2021 CALENDAR YEAR**

Minutes of a regular meeting of the City Commission of the City held on December 21, 2020, at or after 7:00 p.m. by electronic means.

PRESENT: Commissioners:

ABSENT: Commissioners:

WHEREAS, MCL 15.265(2) requires that a public body post notice of the dates, times and places of its regular meetings within 10 days of its first meeting in a calendar year; and

WHEREAS, City Commission Rule #1 states the City Commission shall establish and publish a schedule of regular meetings that are to be held throughout the calendar year prior to January 1st of each year.

NOW, THEREFORE, BE IT RESOLVED, that the Kalamazoo City Commission hereby approves and establishes the attached schedule of meetings as its Regular Meeting Schedule for the 2021 calendar year; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to post the Regular Meeting Schedule in compliance with the provisions of MCL 15.264-265; and

BE IT FURTHER RESOLVED, that the City Commission reserves the right to modify its Regular Meeting Schedule at any time, subject to the noticing requirements specified in MCL 15.265(3).

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 December 21, 2020. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 228 of 2020. Minutes of the meeting will be available as required by the Act.

Scott A. Borling, City Clerk

Kalamazoo City Commission

DRAFT 2021 Meeting Schedule

January

4 Business Meeting
19 Business Meeting*

February

1 Business Meeting
15 Business Meeting

March

1 Business Meeting
15 Business Meeting

April

5 Business Meeting
19 Business Meeting

May

3 Business Meeting
17 Business Meeting

June

7 Business Meeting
21 Business Meeting

July

6 Business Meeting*
19 Business Meeting

August

2 Business Meeting
16 Business Meeting

September

7 Business Meeting*
20 Business Meeting

October

4 Business Meeting
18 Business Meeting

November

8 Business Meeting**
15 Business Meeting

December

6 Business Meeting
20 Business Meeting

Times and Locations

Business Meetings - 7:00 p.m. in the City Commission Chambers at City Hall
Electronic meetings will be noticed separately as required at www.kalamazoocity.org/notices

*These meetings will take place on Tuesday due to the observance of national holidays

**City Commission Oath of Office Ceremony



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.11.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: James J. Baker, PE, Public Services Director and City Engineer

DATE: December 21, 2020

SUBJECT: Administrative Consent Order (ACO) with the Michigan Department of Environment Great Lakes and Energy (EGLE)

RECOMMENDATION:

It is recommended that the City Commission approve an Administrative Consent Order (ACO) with the Michigan Department of Environment Great Lakes and Energy (EGLE) for drinking water improvements and the associated schedule.

BACKGROUND:

Public Services staff, assisted by the City Attorney and the City Manager's Office, worked with EGLE beginning in April to establish a plan and schedule to prevent future drinking water violations. The City of Kalamazoo received four treatment technique violations from a period in 2018 through December 31, 2019. Significant deficiencies, deficiencies and recommendations were identified by EGLE staff through a detailed system wide inspection conducted in January 2020.

While the City has returned to compliance and is on schedule to remain in compliance with treatment techniques for 2020, there are additional recommended system improvements and changes needed. In addition to needed station and treatment plant improvements, a system change to optimized corrosion control is planned. Optimized corrosion control is a detailed process involving extensive study, evaluation and field trials to select an ideal corrosion control strategy. The ideal corrosion control strategy is then implemented throughout the water system utilizing modernized approaches to control, monitor and regulate precise results.

City staff engaged with EGLE in April 2020 to develop a proactive plan prioritizing changes and improvements needed within the water system. The collaborative team worked to detail coordinated improvement strategies and schedules needed to achieve and maintain compliance.

The compliance schedule set forth in Section II of the ACO document details work priorities and reflects the highly professional and collaborative relationship between EGLE and the City of Kalamazoo jointly committed to protect and maintain water quality.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
Drinking Water Treatment

Strategic Goal Impact:
Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Inform.

FISCAL IMPACT:

The ACO requires work product development by several professional services contracts which are estimated at approximately \$500,000. Corrosion control optimization annual reoccurring costs are estimated at approximately \$1.0 million above current operations. Capital investments associated with the ACO are estimated at approximately \$16.7 million spread over multiple years.

These estimated approximate costs have been budgeted into the 2021 proposed budget and associated proposed future capital improvement plans.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

December 3, 2020

VIA EMAIL AND CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

Dear Mr. Ritsema:

SUBJECT: Administrative Consent Order (ACO); City of Kalamazoo; WSSN: 03520

Enclosed please find two copies of a proposed ACO between the City of Kalamazoo and the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD), regarding the water supply at City of Kalamazoo. The compliance schedule in this ACO is meant to bring the water supply into compliance with the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399).

The DWEHD requests that Mr. Ritsema sign both original documents and return them to me at the address below no later than **December 28, 2020**. Upon receipt of the signed documents, I will secure the required authorized signatures and promptly return one fully-executed original document to you along with a cover letter. The effective date of the ACO will be the date it is signed by the Director of the DWEHD. Failure to timely enter into a binding compliance schedule, such as contained in the ACO, may result in additional enforcement action.

If you have any questions regarding the ACO, please contact me at 517-242-8328; NelsonM2@Michigan.gov; or EGLE, DWEHD, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

Maureen Nelson, Enforcement Specialist
Drinking Water and Environmental Health
Division

Enclosures

cc: Mr. James Baker, City of Kalamazoo (via email)
Mr. George L. Krisztian, EGLE (via email)
Mr. Brian Thurston, EGLE (via email)
Mr. Brandon Onan, EGLE (via email)
Ms. Heather Bishop, EGLE (via email)
Mr. Nathan Yutzy, EGLE (via email)

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

ADMINISTRATIVE CONSENT ORDER

In the matter of:

DWEHD Order No. ACO-399- -2020

SECTION I

FACILITY OWNER/OPERATOR

NAME City of Kalamazoo		OWNER ☒	OPERATOR ☐
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUSINESS IDENTIFICATION NUMBER			
ADDRESS 241 West South Street			
CITY Kalamazoo	STATE Michigan	ZIP CODE 49007	
CONTACT NAME/TITLE James Ritsema, City Manager		PHONE # 269-337-8182	

FACILITY NAME AND LOCATION

FACILITY NAME Kalamazoo Water Supply		WATER SUPPLY SERIAL NUMBER 03520
FACILITY OWNER IF NOT IDENTIFIED ABOVE		
ADDRESS 415 Stockbridge Avenue		
CITY Kalamazoo	STATE Michigan	ZIP CODE 49001
COUNTY Kalamazoo		
CONTACT NAME James Baker, Director of Public Works		PHONE # 269-337-8715

Executive Order 2019-06, signed by Governor Gretchen Whitmer on February 20, 2019, renamed the Michigan Department of Environmental Quality (MDEQ) as the Department of Environment, Great Lakes, and Energy (EGLE). Effective April 22, 2019, a reference to the MDEQ will be deemed a reference to EGLE. After April 22, 2019, a reference to the Director of the MDEQ will be deemed to be a reference to the Director of EGLE. The Drinking Water and Municipal Assistance Division (DWMAD) was renamed the Drinking Water and Environmental Health Division (DWEHD). A reference to the DWMAD will be deemed a reference to the DWEHD and a reference to the Director of the DWMAD will be deemed to be a reference to the Director of the DWEHD.

- 1.1 This document results from allegations by the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division (DWEHD). EGLE alleges that the City of Kalamazoo (Owner/Operator), owner/operator of the above-referenced facility, is in violation of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder.
- 1.2 Specific violations are referenced in the EGLE Significant Deficiency Violation Notice (SDVN) attached to this Administrative Consent Order (Consent Order) as Exhibit A. The Owner/Operator and EGLE agree to resolve the violations set forth therein through entry of this Consent Order. The Owner/Operator agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this

City of Kalamazoo
Administrative Consent Order

Consent Order. This Consent Order, in its entirety, shall consist of Section I, the attached Sections II, III, and IV, Exhibit A, and any other referenced attachments, exhibits, or appendices. This Consent Order shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV and Exhibit A. The Owner/Operator further agrees that this Consent Order shall become effective on the date it is signed by the DWEHD Director, designee of the EGLE Director.

- 1.3 The Owner/Operator agrees to pay a civil fine of \$1,000 per day for failure to complete corrective actions as specified in Section II, Compliance Schedule, unless an extension has been approved under Section 4.14. Failure to make a timely payment constitutes a violation of this Consent Order.
- 1.4 The Owner/Operator agrees to make payment of all funds due pursuant to this agreement by certified check made payable to the "State of Michigan" and mailed to the Accounting Services Division, Cashier's Office for EGLE, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Consent Order must include "Payment Identification Number RMD90072" on the check. The Owner/Operator agrees not to contest the legality of the civil fine.

Signatories

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Eric J. Oswald, Director
Drinking Water and Environmental Health Division

Date

I, the undersigned, CERTIFY that I am fully authorized by the party identified above to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.

CITY OF KALAMAZOO

James Ritsema, City Manager

Date

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT the Owner/Operator shall take the following actions to prevent further violations of Act 399 and the administrative rules promulgated thereunder and/or to correct the significant deficiencies identified in the SDVN attached to this Consent Order as Exhibit A.

- 2.1 **Not later than 120 days** from the effective date of this Consent Order the Owner/Operator shall submit to EGLE, for review and approval, its Standard Operating Procedures (SOP) for current corrosion control/water quality parameter operational treatment plant and distribution system monitoring and monitoring on the enclosed schedule (Exhibit B). The SOPs shall include, at a minimum, corrosion control/water quality parameter sampling, internal result notification, internal response to results out of compliance, treatment adjustments, training for internal staff, management oversight, and reporting to EGLE.
- 2.2 **Not later than March 31, 2021**, the Owner/Operator shall conduct a feasibility study for reducing the number of entry points to the City of Kalamazoo distribution system (the distribution system includes the City of Parchment's distribution system), with a goal of achieving consistent water quality in the distribution system. The study results shall be submitted to EGLE not later than April 30, 2022.
- 2.3 The Owner/Operator shall follow the listed items according to the agreed upon timeline. The listed items are the steps the Owner/Operator shall take to improve the corrosion control treatment.
 - a. **Not later than 30 days** from the effective date of this Consent Order, the Owner/Operator shall submit to EGLE, for review and approval, a revised corrosion control study proposal to re-evaluate the City of Kalamazoo corrosion control treatment. The study shall, at minimum, evaluate lead and copper coupons in the method of solubility jar testing rather than the common weight loss method alone. The revised corrosion control study plan shall also include a schedule for implementation of the study. EGLE will notify the Owner/Operator, in writing, of the approval of the revised corrosion control study.
 - b. **Not later than 90 days** of EGLE's written approval of the proposed revised corrosion control study plan, the Owner/Operator shall commence the revised corrosion control study in accordance with the EGLE-approved plan.
 - c. **Not later than 180 days** following completion of the revised corrosion control study report, the Owner/Operator shall submit to EGLE, for review and approval, a permit or permits, as necessary, to implement the updated corrosion control treatment chemical(s) as identified in the revised corrosion control study report. Including any required treatment plant alterations to produce more consistent water quality, such as chemical storage containers, chemical feed pumps, chemical scales, building changes, etc. This submittal should contain the permit application, design and engineering drawings, necessary specifications, and preliminary SOPs for operations of the full (as proposed) corrosion control treatment system. Any changes in chemical addition resulting from the revised corrosion control study shall be

implemented at all active stations. EGLE will notify the Owner/Operator, in writing, of the approval of the permit(s) to implement the updated corrosion control treatment.

- d. **Not later than 400 days** from EGLE's written approval of any necessary permits to implement the updated corrosion control treatment, the Owner/Operator shall finalize implementation of the indicated treatment chemical and dosages.
- e. **Not later than 90 days** from the completion of the updates, the Owner/Operator shall submit a final SOP for the operations of the completed corrosion control treatment system.

2.4 **Not later than March 31, 2021**, the Owner/Operator shall submit to EGLE, for review and approval, a project scope for completion of a technical, managerial, and financial capacity study (Capacity Study) to ensure, at a minimum, that the Owner/Operator has adequate staffing and financial mechanisms to carry out the operation and maintenance of the City of Kalamazoo's water system in compliance with Act 399. The Owner/Operator shall contract with a qualified consultant to complete the Capacity Study. The Capacity Study scope shall identify the organizational structure, and the required funding, to operate and manage the system in compliance with Act 399. The Capacity Study shall also identify current staffing levels, including the number of full- and part-time employees currently dedicated to the water system, the number of employees from other departments within the City of Kalamazoo who currently provide assistance, the nature of that assistance, and the hours of assistance committed to from those departments. Last, the Capacity Study shall identify any technical needs, such as development and storage of water system records to facilitate compliance with Act 399. EGLE will notify the Owner/Operator, in writing, of the approval of the Capacity Study.

Not later than March 31, 2022, following EGLE's written approval of the project scope, the Owner/Operator shall submit a completed Capacity Study for EGLE approval. EGLE will notify the Owner/Operator of the approval of the completed Capacity Study.

To address any gaps identified by the Capacity Study, the Capacity Study shall include an implementation plan to gather sufficient resources and qualified personnel to carry out the authorities and procedures for daily operation, maintenance, and management of the City of Kalamazoo's water system. **Beginning every six (6) months** from the date of EGLE's written approval of the Capacity Study, the Owner/Operator shall submit a signed statement describing the Owner/Operator's progress toward completing the implementation plan to achieve adequate capacity.

Sections III and IV of this Consent Order shall not be altered in any way, including adding or eliminating any language, striking terms, or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from EGLE renders the Consent Order null and void.

SECTION III - STIPULATIONS

The Owner/Operator and EGLE stipulate as follows:

- 3.1 EGLE is authorized to enter this Consent Order requiring the Owner/Operator to comply with state law under Section 15 of Act 399.

- 3.2 The Owner/Operator consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of EGLE and is enforceable as such under the appropriate provisions of state law identified in this Consent Order. The Owner/Operator agrees not to contest the issuance of this Consent Order and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable.
- 3.3 The Owner/Operator and EGLE agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Owner/Operator that the law has been violated.
- 3.4 The Signatory to this Consent Order on behalf of the Owner/Operator agrees and attests that he/she is fully authorized to ensure that the Owner/Operator will comply with all requirements under this Consent Order.
- 3.5 The Owner/Operator shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this Consent Order.

SECTION IV - GENERAL PROVISIONS

The Owner/Operator and EGLE further stipulate as follows:

- 4.1 With respect to any violations not specifically addressed and resolved by this Consent Order, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Owner/Operator to comply with the requirements of Act 399 and the administrative rules promulgated thereunder.
- 4.2 EGLE and the Owner/Operator consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to the provisions of Act 399.
- 4.3 This Consent Order in no way affects the Owner/Operator's responsibility to comply with any other applicable local, state, or federal laws or regulations.
- 4.4 EGLE reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and applicable statutory fines for any violation of this Consent Order.
- 4.5 Nothing in this Consent Order is or shall be considered to affect any liability the Owner/Operator may have for natural resource damages caused by the Owner/Operator's acts or omissions at the facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
- 4.6 In the event the Owner/Operator sells or transfers the facility, he/she shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, the Owner/Operator shall also notify the DWEHD District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this

City of Kalamazoo
Administrative Consent Order

Consent Order. A copy of that agreement shall be submitted to the DWEHD District Supervisor within 30 days of assuming the obligations of this Consent Order.

- 4.7 The provisions of this Consent Order shall apply to and be binding upon the parties to this action and their successors and assigns.
- 4.8 This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

Reporting

- 4.9 The Owner/Operator shall make all submittals and written notifications required by this Consent Order, to the DWEHD District Supervisor, EGLE, Kalamazoo District Office, 7953 Adobe Road, Kalamazoo, Michigan 49009. The cover letter with each submittal or notification shall identify the specific paragraph and requirement of this Consent Order which the submittal or notification is intended to satisfy.
- 4.10 The Owner/Operator shall verbally report any violation(s) of the terms and conditions of this Consent Order to the DWEHD District Supervisor at 269-330-9153 by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with submittal of a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Owner/Operator shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

Retention of Records

- 4.11 Upon request by an authorized representative of EGLE, the Owner/Operator shall make available to EGLE all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to applicable laws or rules. All such documents shall be retained by the Owner/Operator for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

Right of Entry

- 4.12 The Owner/Operator shall allow any authorized representative or contractor of EGLE, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of EGLE to conduct tests and inspections pursuant to Act 399 and the administrative rules promulgated thereunder or any other applicable statutory provision.

EGLE Approval of Submittals

- 4.13 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to EGLE by the Owner/Operator, the following process and terms of approval shall apply:

City of Kalamazoo
Administrative Consent Order

- a. All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule and all of the information required by the applicable paragraph(s) of this Consent Order.
- b. In the event EGLE disapproves a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the reasons for such disapproval. The Owner/Operator shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for EGLE's disapproval. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.
- c. In the event EGLE approves with specific modifications, a work plan, proposal, or other document, it will notify the Owner/Operator, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. EGLE may require the Owner/Operator to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to EGLE, EGLE will notify the Owner/Operator, in writing, of this disapproval.
- d. Upon EGLE approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- e. Failure by the Owner/Operator to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order, and shall subject the Owner/Operator to the enforcement provisions of this Consent Order.
- f. Any delays caused by the Owner/Operator's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Owner/Operator's responsibility to comply with any other deadline(s) specified in this Consent Order.
- g. No informal advice, guidance, suggestions, or comments by EGLE regarding reports, work plans, plans, specifications, schedules, or any other writing submitted by the Owner/Operator will be construed as relieving the Owner/Operator of his/her obligation to obtain written approval, if and when required by this Consent Order.

Extensions

- 4.14 The Owner/Operator and EGLE agree that EGLE may grant the Owner/Operator a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request to the DWEHD District Supervisor no later than ten business days prior to the pertinent deadline and shall include:
- a. Identification of the specific deadline(s) of this Consent Order that will not be met.

City of Kalamazoo
Administrative Consent Order

- b. A detailed description of the circumstances that will prevent the Owner/Operator from meeting the deadline(s).
- c. A description of the measures the Owner/Operator has taken and/or intends to take to meet the required deadline(s).
- d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this Consent Order shall be valid unless in writing from EGLE and, if applicable, signed by both parties.

Termination

4.15 This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by EGLE. Prior to issuance of a written TN, the Owner/Operator shall submit a request consisting of a written certification that the Owner/Operator has fully complied with the requirements of this Consent Order and has made payment of any fines required in this Consent Order. Specifically, this certification shall include:

- a. The date of compliance with each provision of the compliance program in Section II of this Consent Order, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the DWEHD District Supervisor.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the facility.

EGLE may also request additional relevant information. EGLE shall not unreasonably withhold issuance of a TN.

Exhibit A
Administrative Consent Order

Enforcement Type

Significant Deficiency Violation Notice/
Treatment Technique Violation Notice/
Sanitary Survey

Issue Date

April 10, 2020

Exhibit A



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
KALAMAZOO DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

April 10, 2020

Mr. James Ritsema
City of Kalamazoo
241 W South St
Kalamazoo, MI 49007

WSSN: 03520
County: Kalamazoo

Dear Mr. James Ritsema;

SUBJECT: Significant Deficiency Violation Notice (SDVN); Treatment Technique Violation Notice (VN); City of Kalamazoo Water System Sanitary Survey (Survey)

This letter confirms the Department of Environment, Great Lakes and Energy's (EGLE's) staff meeting with Mr. Thomas Spitzner and Mr. Ted Lee, on January 14, 15, and 28, 2020, to conduct a Sanitary Survey (Survey) of the City of Kalamazoo water system (City). This letter will present the final findings, discuss areas for improvement, and identify timelines for corrective action where appropriate. The purpose of a Survey is to evaluate the water supply system with respect to the requirements of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder. It is also an opportunity to update EGLE's records, provide technical assistance, and identify potential risks that may adversely affect drinking water quality. Enclosed, is a copy of the Survey for your reference.

The following table summarizes EGLE's final findings from the Survey of the water system:

Survey Element	Findings
Source	Recommendations Made
Treatment	Significant Deficiencies Identified
Distribution System	No Deficiencies/recommendations
Finished Water Storage	Significant Deficiencies Identified
Pumps	Deficiencies Identified
Monitoring & Reporting	Significant Deficiencies Identified
Management & Operations	No Deficiencies/recommendations
Operator Compliance	No Deficiencies/recommendations
Security	No Deficiencies/recommendations
Financial	No deficiencies/recommendations
Other	No deficiencies/recommendations

Significant Deficiencies:

Significant deficiencies represent an immediate health risk to consumers of water and indicate non-compliance with one or more Act 399 requirements. Significant deficiencies are serious sanitary deficiencies identified in water systems which include, but are not limited to, defects in design, operation, maintenance, or a failure or malfunction of the sources; treatment, storage, or distribution systems that are determined to be causing, or have the potential to cause, contamination into the Public Water Supply (PWS).

Significant deficiencies must be corrected within 120 days of the date of this letter, or a Corrective Action Plan, approved by EGLE, must be completed within 120 days of the date of this letter. Failure to meet the 120-day deadline is a treatment technique violation.

During the Survey, five significant deficiencies were identified, in violation of the administrative rules of Act 399:

1. Rule 604f (3)(g) requires that the City not be out of compliance with the set water quality parameters for more than nine days in a six-month period. The City has received four consecutive treatment technique violations for violating Rule 604f (3)(g). This letter confirms the fourth violation, which occurred for the monitoring period July 1 – December 31, 2019. In this monitoring period, Station 4 was out of compliance for total phosphate for 8 days, and Station 5 was out of compliance for 14 days for pH. The City must prepare a corrective action plan that details what changes will be made in management and operations to prevent future violations of the same rule. A response to the plan submitted February 28, 2020, will be sent under separate cover.

Rule 403, *Tier 2 public notice; form, manner, and frequency of notice*, of Act 399, requires that, not later than 30 days after learning of the treatment technique violation, suppliers provide public notice by mail or direct delivery and by any other means reasonably calculated to reach other persons regularly served by the system. Enclosed is a sample public notice. Please notify your consumers **not later than May 10, 2020**, and send us a signed and dated copy of the issued notice within ten (10) days of distribution. This violation must be included in your 2019 Consumer Confidence Report (CCR), due by July 1, 2020.

EGLE is authorized under Section 7 of Act 399, MCL 325.1007, to issue fines for public water supply monitoring and reporting violations, and for failure to comply with state drinking water standards. Failure to issue a public notice for this violation will result in a fine of at least \$1000. Failure to correct this violation, or failure to meet the lead and copper action levels may result in additional fines.

2. Rule 604f (3)(e) requires that a “supply shall properly install and operate, throughout its distribution system, the optimal corrosion control treatment”. Station 2 and Station 17 have not implemented corrosion control treatment and are not currently constructed to provide corrosion control treatment. Feeding water into the distribution system without corrosion control chemicals has the potential to remove the protective coatings that have built up within the pipe leading to aesthetic water quality problems and an increase in metal corrosion. Kalamazoo has informed EGLE that Station 2 and Station 17 are locked out; however, they must not feed water to the distribution system until the appropriate corrosion control treatment has been installed.

3. Rule 1502 (d) requires that the City provide information on chemical application for each treatment station on the monthly operation report. It is the position of EGLE that the method for tracking phosphate dosage at Station 5, 14, and 25 is inadequate and constitutes a violation of this rule. Phosphate usage at those stations is measured by taking readings from a translucent graduated barrel marked with 5 kg increments. The issue is that the container, and 5 kg markings, were created for the previously used sodium hexametaphosphate product that was mixed on site. The stations are currently using a liquid phosphate product with a different density than the original. The graduated markings on the barrel are no longer an accurate measure of the weight of product used.
4. Rule 1112 (c) prohibits storage tanks from having unprotected openings and Rule 1403 (1) prohibits unprotected cross connections. The Blakeslee Reservoir is in violation of both these rules. The overflow and the drain are plumbed directly to a storm sewer without an air gap. The direct connection gives sewer gases, small animals, insects, and other contaminants an avenue to access the wet interior of the tank and contaminate the water system. Both the overflow and the drain piping must have an airgap of at least 3 pipe diameters above the sewer inlet and be screened with a 24-mesh screen.
5. Rule 1112 (c) prohibits storage tanks from having unprotected openings. The Dartmouth tank overflow pipe was not screened at the time of the survey and is considered an unprotected opening. An unscreened overflow discharge allows the opportunity for insects, birds, bats, or other contaminants to access the wetted interior of the tank and contaminate the water supply. The overflow discharge must be covered with a 24-mesh screen.

Deficiencies:

Deficiencies indicate non-compliance with one or more Act 399 requirements, which include defects in a water system's infrastructure, design, operation, maintenance, or management that cause, or may cause, interruptions to the "multiple barrier" protection system and adversely affect the system's ability to produce safe and reliable drinking water in adequate quantities.

During the Survey, three deficiencies were identified and are listed below, in violation of the administrative rules of Act 399:

1. Rule 1112 (c) prohibits storage tanks from having unprotected openings for reasons described above. The following tanks were found to provide some level of protection on the tank openings but need the following additions to adequately protect the openings into the tank. **The following repairs must be completed by June 10, 2020.**
 - a. Edgemore overflow needs a 24-mesh screen.
 - b. Edgemore drain needs to have an air gap of at least 3 pipe diameters between the drain outlet and the sewer inlet, and a 24-mesh screen.
 - c. Parchment overflow needs a 24-mesh screen.
 - d. Gull Road overflow needs a 24-mesh screen.
 - e. Mount Olivet overflow needs a 24-mesh screen.
 - f. Stadium Drive overflow needs a 24-mesh screen.
 - g. 6th Street overflow needs a 24-mesh screen.
 - h. Blakeslee reservoir north east vent has a small tear in the screen where it attaches to the vent that needs to be repaired.

- i. Additionally, the "Storage Tank Rooftop Component Inspection Certification for Community Water Supply" forms that were provided to the city prior to the survey have not yet been received by our office. All the elevated storage tanks are considered to have unprotected rooftop openings until these forms have been received indicating that the rooftop components for each tank are in good condition.
2. Rule 1016 requires that reasonable precautions be taken at treatment systems and pumping facilities to prevent contaminants from entering the waterworks system. All the air relief valve discharge outlets at the booster stations must be covered with a 24-mesh screen in order to prevent contaminants from entering the system. **Efforts must be made as part of routine station visits that screens are in place. Provide evidence screens are in place by June 10, 2020.**
3. Rule 704c (a) requires that a written total coliform sample siting plan be developed and submitted by March 31, 2016. The plan is required to identify routine, repeat, and groundwater rule required sample locations as well as a schedule for collecting those samples. The plan submitted November 4, 2019, is insufficient. Please update it in accordance with the comments provided via email April 7, 2020, and resubmit it by **June 10, 2020.**

Recommendations:

Recommendations are suggestions the public water supply should consider, to enhance its operations and services, and to avoid future deficiencies.

During the Survey, the following recommendations were identified:

1. Please see enclosed list of items EGLE would like changed on the Monthly Operating Report.
2. The lead and copper sample siting plan must be routinely updated to reflect the ongoing lead service line replacements. Once a lead service line is removed, that address is no longer a Tier 1 sample site.
3. All the pump stations that feed phosphate, except for station 1, measure phosphate usage based on volume. Digital scales with a resolution of at least 0.1 pounds should be installed to measure phosphate usage.
4. Flow paced chemical feed pumps should be installed at all the stations where different water pumping rates are possible.
5. There are several non-production wells around the system that have not been used recently and which have no plans for future use. The non-production wells were noted around Station 1 and Station 4 during the survey, but there may be others. Unused wells with no plans for future use should be properly abandoned and plugged to prevent them from becoming an avenue for contaminants to enter the ground water.
6. Station 29 is currently using a puck chlorinator to boost chlorine residual in the system. It is recommended that this system be replaced with a more reliable and consistent means of boosting the chlorine in the system. Several instances have been reported of the current system adding more chlorine than was intended.
7. Install permanent backup power, or uninterruptible power supplies, capable of operating the tower controls at each of the system's storage tanks. Currently tank levels must be read manually at each tank in the event of a power outage.

Mr. James Ritsema

Page 5

April 10, 2020

EGLE's investigation is considered complete. This significant deficiency begins as of the date of this letter and will continue until the city completes corrective action. The City must complete corrective action within 120 days of the date of this letter or be in compliance with a Corrective Action Plan and schedule approved by this office. Please contact this office within 30 days of the date of this letter to discuss appropriate corrective action. You must also notify EGLE, in writing, within 30 days of correcting the significant deficiency.

If you have any factual information that you would like EGLE to consider regarding the significant deficiency identified in this Significant Deficiency Violation Notice, please provide it in a written response to this office by May 10, 2020.

If you have any questions, please feel free to contact me at yutzyn@michigan.gov, or at the phone number below.

Sincerely,



Nathan Yutzy, District Engineer
Drinking Water and Environmental Health
517-388-9125

NY:ne

Enclosure(s):

cc/enc: Mr. Thomas Spitzner, City of Kalamazoo
Mr. James Baker, City of Kalamazoo
Ms. Shannan Deater, City of Kalamazoo
Mr. Joseph Bonhomme, City of Kalamazoo
Mr. Brian Thurston, EGLE
Ms. Maureen Nelson, EGLE
Mr. Eric Oswald, EGLE
Kalamazoo County Health Department



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.12.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Vernon Coakley, Jr., Public Safety Chief
Prepared by: Ryan Tibbets, Assistant Chief

DATE: December 21, 2020

SUBJECT: Advanced Life Support Contract Renewal

RECOMMENDATION:

It is recommended the City Commission approve the renewal agreement of Life EMS Ambulance of 517 West North Street, Kalamazoo, MI 49007 as the City's designated Advanced Life Support (ALS) provider and Authorize the City Manager to sign the contract renewal.

BACKGROUND:

The City Commission approved the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA) four-year contract in August of 2014. A contract renewal was awarded in 2018. The second renewal request will be valid from October 31, 2020-September 30, 2022. The original agreement included the opportunity for three (3), two-year extensions. The contract is a culmination of efforts between representatives of the cities of Kalamazoo and Parchment and the townships of Alamo, Cooper, Kalamazoo and Oshtemo. Through this intergovernmental collaboration, a competitively bid, non-subsidized joint EMS contract was developed.

There are many provisions that were included in the Request for Proposals (RFP) that contribute to a better overall EMS system and cost savings. Those items include: response time performance metrics, penalties for failure to meet contract standards, provisions for two paramedic staffing on EMS units, and replacement of specified medical supplies.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Emergency Medical Services

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement:

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

Discussion: Public Safety worked with several other local governments on this contract which has promoted intergovernmental cooperation to obtain efficiencies and service enhancements.

FISCAL IMPACT:

There are clear cost efficiencies and service quality benefits resulting from the City and other participating units of government entering into this contract. Funds received from penalties incurred are used to purchase and/or replace medical equipment used by First Responders in Kalamazoo County.

KALAMAZOO VALLEY INTERGOVERNMENTAL AMBULANCE AGREEMENT

This Agreement is made between the KALAMAZOO CHARTER TOWNSHIP, ALAMO TOWNSHIP, COOPER CHARTER TOWNSHIP, the OSHTOMO CHARTER TOWNSHIP, the CITY OF PARCHMENT, the CITY OF KALAMAZOO (hereinafter the “Municipalities”) and Life EMS of Kalamazoo, Inc., a Michigan Corporation (hereinafter “Life EMS”).

WHEREAS, in order to provide more responsive, reliable and cost-effective ambulance and other emergency services, the Municipalities requested proposals for an intergovernmental ambulance agreement, seeking a single provider for emergency services for their residents; and

WHEREAS, the Municipalities pursuant to the authority granted by 1951 Public Act 35, as amended (being MCL 124.1 et seq.) and 2011 Public Act 258 (being MCL 124.111 et seq.) are interested in sharing oversight responsibilities for the provision of these services; and

WHEREAS, Life EMS has presented a signed proposal in response to the request for proposals (RFP) prepared by the Municipalities that fully addresses all issues related to the provision of and payment for ambulance and other emergency services; and

WHEREAS, the Municipalities wish to enter into an Agreement with Life EMS, and have designated the proposed agreement as the Kalamazoo Valley Intergovernmental Ambulance Agreement; and

WHEREAS, the Municipalities and Life EMS wish to supplement the proposal signed by Life EMS in response to the request for proposals in order to create a binding agreement that describes the obligations and responsibilities that the Municipalities have to each other, and more fully details the obligations and responsibilities of Life EMS to the Municipalities, both collectively and as individual governmental entities.

IT IS NOW THEREFORE AGREED AS FOLLOWS:

1. This Agreement as amended to reflect changes in the; EMS response protocol as adopted by Kalamazoo County Medical Control Authority (KCMCA), required paramedic staffing levels and the ambulance rates (Exhibit A) . The RFP signed by Life EMS as submitted via correspondence dated May 29, 2014 from Mark Meijer, President, Life EMS, to Terry Emig, Chief, Cooper Charter Township Fire Department, constitute a single Agreement that shall be known as the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA).

2. All references to the Kalamazoo Valley Intergovernmental Ambulance Agreement and to the local governmental entities in the RFP submitted and signed by Life EMS shall be deemed to refer to all municipalities that are a party to this Agreement, including any other municipality who becomes a party to the Agreement subsequent to the date of its execution, as further described below.

3. Any party to this Agreement, including Life EMS, may terminate its participation by providing 180 days written notice to all other parties at any time after the initial four-year term of this Agreement has expired. This notice, and all other notices under this Agreement, shall be sent to the following persons:

CHARTER TOWNSHIP OF COOPER:	Township Supervisor 1590 West 'D' Avenue Kalamazoo, MI 49009
CHARTER TOWNSHIP OF KALAMAZOO	Township Supervisor 1720 Riverview Kalamazoo, MI 49004
CHARTER TOWNSHIP OF OSHTEMO:	Township Supervisor 7275 W. Main St. Kalamazoo, MI 49009
CITY OF PARCHMENT:	Office of the City Manager 650 S. Riverview Parchment, MI 49004
CITY OF KALAMAZOO:	Office of the City Manager 241 W. South St. Kalamazoo, MI 49007
TOWNSHIP OF ALAMO	Township Supervisor 7901 North 6 th Street Kalamazoo, MI 49009
LIFE EMS	LIFE EMS Mark Meijer 517 W. North St. Kalamazoo, MI 49007

4. Approval must be obtained from each municipality that is a signatory to this Agreement and from Life EMS before any other governmental unit can become a party to this Agreement. Any municipality that becomes a party to this Agreement after its effective date shall be an equal partner, and shall have the same status under its terms as those municipalities that are initial signatories.

5. Any modification in the terms of this Agreement, including fees, must be approved by Life EMS and by three-fourths of the municipalities who are at that time a party to this Agreement.

6. In the event of a conflict between this Agreement and the RFP signed by Life EMS, the terms of this Agreement shall control.

7. It is understood and agreed that the KVIAA oversight Board, as referenced in the RFP, is an oversight body only, and its members have no authority to bind any party to this Agreement.

8. The KVIAA Oversight Board has the authority to make recommendations to the Municipalities then participating in this Agreement that a default be declared, as provided for in the RFP. A formal notice of default shall be sent to Life EMS if approved by the appropriate official or body of at least three-fourths of the Municipalities that are parties to this Agreement at that time.

9. Any local ordinance referenced in the RFP signed by Life EMS that is specific to any one municipality shall be applicable only to that municipality, and shall not be in any way binding upon the other Municipalities that are a party to this Agreement.

10. Because response times to calls for the services provided by Life EMS is a critical component of this Agreement, the performance measures and penalties for failure to meet those measures are set forth in Exhibit A to this Agreement.

11. This Agreement may be executed in six or more counterparts, each of which shall be deemed to be an original when signed by the duly authorized representative of any party. While each such document shall be deemed to be an original, all such documents together shall constitute one and the same Agreement.

KALAMAZOO CHARTER TOWNSHIP

Date: _____

By: _____

Its: _____

COOPER CHARTER TOWNSHIP

Date: _____

By: _____

Its: _____

OSHTEMO CHARTER TOWNSHIP

Date: _____

By: _____

Its: _____

CITY OF PARCHMENT

Date: _____

By: _____

Its: _____

CITY OF KALAMAZOO

Date: _____

By: _____

Its: _____

ALAMO TOWNSHIP

Date: _____

By: _____

Its: _____

LIFE EMS OF KALAMAZOO, INC.

Date: _____

By: _____

Its: _____

2020 Exhibit A to the Kalamazoo Valley Intergovernmental Ambulance Agreement

Calculation, Notification, and Distribution of Penalties and Payments from KVIAA Contract

- I. Response Times:** Penalties and breeches are based on Kalamazoo County Medical Control Authority (KCMCA) response time directives. Changes may be implemented by a joint recommendation from KCMCA, the KVIAA oversight board, and the contracted agency. The legacy KCMCA response time standards are listed below for reference.

	Zone 1		Zone 2	
Priority	Time Interval	Compliance	Time Interval	Compliance
1	≤ 10:00	≥ 90%	≤ 14:00	≥ 90%
2	≤ 14:00	≥ 90%	≤ 16:00	≥ 90%
3	≤ 20:00	≥ 90%	≤ 20:00	≥ 90%

- The time the responding unit is notified will be used to evaluate the response time interval.
- The Advanced Life Support Unit response time target begins upon the time the unit is notified by the EMD.
- The Advanced Life Support Unit response time target ends upon arrival of the Advanced Life Support Unit to the physical address or staged location.

II. Emergency Medical Call Processing Time Targets:

	Time Interval	Compliance
PSAP notified to time EMD notified	≤ 60 seconds	≥ 90%
EMD notified to time unit notified	≤ 120 seconds	≥ 90%
Unit notified to time PSAP notified*	≤ 15 seconds	≥ 90%

- PSAP notified – Time that PSAP picks up the call
- EMD notified – Time that EMD picks up the call
- Unit notified – Time that the EMD assigns a call to an ambulance
- *For calls initially received by EMD

III. Penalties and Breaches: The KVIAA contract describes the following penalties and breeches.

A. Per call penalty Zone 1 and Zone 2:

- a. \$15 for each Priority I or II response exceeding KCMCA standards or turned over to a non-contracted agency.

B. Breaches Zone 1:

a. Minor:

- i. Priority I \$350.00 for each aggregate percentage point below 90% in any given calendar month within a range of 85%-89%.
- ii. Priority II \$125.00 for each aggregate percentage point below 90% in any given calendar month period within a range of 85%-89%.

b. Major:

- i. Priority I \$500.00 for each aggregate percentage point below 85% in any given calendar month.
- ii. Priority II \$300.00 for each aggregate percentage point below 85% in any given calendar month.

C. Breaches Zone 2:

a. Minor:

- i. Priority I \$350.00 for each aggregate percentage point below 90% in any given calendar quarter within a range of 85%-89%.
- ii. Priority II \$125.00 for each aggregate percentage point below 90% in any given calendar year within a range of 85-89%.

b. Major:

- i. Priority I \$500.00 for each aggregate percentage point below 85% in any given calendar quarter.
- ii. Priority II \$300.00 for each aggregate percentage point below 85% in any given calendar year.

- IV. Response Zones:** The revised response zones have been changes from Metropolitan and Non-Metropolitan to Zone 1 and Zone 2. The new KVIAA zones are based upon recommendations from KCMCA and are subject to change by a joint recommendation among the KVIAA oversight board, KCMCA, and the contracted provider. The current 2018 accepted response zones are:

Zone 1	Zone 2
City of Galesburg	Alamo Township
City of Kalamazoo	Brady Township
City of Parchment	Charleston Township
City of Portage	Climax Township (and Village of Climax)
Comstock Township	Cooper Township (D Avenue and North)
Cooper Township (D Avenue and South)	Pavilion Township
Kalamazoo Township	Prairie Ronde Township
Oshtemo Township	Richland Township (and Village of Richland)
Schoolcraft Township (W Avenue and North)	Ross Township
Texas Township	Schoolcraft Township (W Avenue and South)
Village of Schoolcraft	Village of Augusta
Village of Vicksburg	Wakeshma Township

V. Calculation of Penalties:

- A. Per call penalties:** Shall be calculated for priority 1 – Zone 1, and Zone 2 calls, and priority 2 Zone 1 and Zone 2 calls as described in the following example:

Total Priority 1 Requests for Zone 1 Jurisdiction “x”	100
Completed responses that met 10 minutes 0 seconds	86
Responses that exceeded 10 minutes 0 seconds	12
Calls turned over to non-contracted agency	2

Total calls with response delay or turn over	14
Number of calls subject to \$15 per call assessment	14
Monthly per call assessment paid to jurisdiction "x"	\$210.00

- B. **Breach penalties:** Shall be calculated for priority 1 and 2 - Zone 1 and Zone 2 based on aggregate data from a fractile report over time intervals noted in section IIB and IIC of this document. KVIAA responses of the same priority from all jurisdictions will be combined together to determine an overall percentage of compliance as demonstrated below:

Aggregate													
Zone 1													
Priority 1													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
20	100	205	155	20	5	0	0	0	0	5	0	510	98%
												Threshold	90%
Priority 2													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
20	30	90	55	30	15	4	6	2	0	8	0	260	94%
												Threshold	90%
Zone 2													
Priority 1													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
0	0	0	0	4	6	7	2	1	0	1	0	21	81%
												Threshold	90%
Priority 2													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
0	0	0	0	4	8	6	6	2	0	1	0	27	89%
												Threshold	90%

- C. **Calculating of Percentage Performance:** Shall be rounded up or down to the nearest whole percentage point utilizing conventional methods. For the example above:

- Priority 1 – Zone 1: 510 (responses that met standard) / 510 (total responses including mutual aid requests) = 98.039. This number is rounded **down** to 98% compliance.
- Priority 1 – Zone 2: 17 (responses that met standard) / 21 (total responses including mutual aid requests) = 80.952. This number is rounded **up** to 81%.

- D. **Exemptions:** The KVIAA and contracted agency recognize that there are instances where response delays are unavoidable. In such cases an exemption will be requested by the contracted agency with supporting documentation and presented to the KVIAA oversight board at the regular operations summary meetings. Approved exemptions will NOT count against the contracted agency in the calculation of response time performance or penalties. Acceptable exemption examples include the following:

- Severe weather delay
- Construction delay
- Multiple calls same time frame same, jurisdiction, not allowing for system recovery

- d. System overload that overwhelms planned and full staffing
- e. Mass Casualty Incidents (MCI)
- f. Diversion to higher priority call

VI. Communication of Penalties and Distribution of Payment:

- A. Penalties will be evaluated by the contractor on a quarterly/yearly basis (section III) utilizing an aggregate fractile report to determine total penalty amounts.
- B. A quarterly email containing a summary of per call penalties listed by KVIAA jurisdiction and any breaches in service will be sent ahead of payment distribution by the contracted agency to the appointed board representative from each municipality and the City of Kalamazoo Purchasing Manager.
- C. The contractor shall distribute payment in the form of a single check for the total amount of all applicable penalties for the quarter made payable to the City of Kalamazoo and directed to the City of Kalamazoo Public Safety Department, Attention: Assistant Chief Tibbets (or his successor) at **150 E. Crosstown Parkway, Ste. A, Kalamazoo, MI 49007**.
- D. The summary and payment will be sent no later than **90 days** from the close of the reported on quarter.
- E. The Kalamazoo Public Safety Department Assistant Chief, or their designee, will direct per call penalty amounts to specified accounts to the KVIAA jurisdiction in which they occurred.
- F. Breach penalties will be directed at the discretion of the KVIAA oversight board by the Kalamazoo Public Safety Department Assistant Chief or their designee.

Paramedic Staffing (Section III, Subsection B, paragraph 6 of RFP)

The KVIAA participating local governments believe that two, well-qualified paramedics best serve critical patients. Due to the current national shortage of paramedics, the KVIAA participating local governments agree to allow for up to 40% of scheduled unit hours to be staffed with a single, highly experienced and qualified paramedic and an EMT. Therefore, the Contractor shall assure that at least 60% of all scheduled unit hours be staffed by two paramedics. The exception from the previously agreed upon unit hour staffing of 70% paramedic, 30% EMT shall be valid for the contract renewal period of November 1, 2020-October 31, 2022. Proof of staffing the configuration may be requested and/or audited by KVIAA during periodic reporting.

Life EMS Ambulance Summary for new Kalamazoo County Fee Schedule Effective January 1, 2020

Life EMS Ambulance is proposing new service delivery rates (as noted below) for both transport and non-transport pre-hospital work with a target implementation date of Jan 1, 2020. There are three primary driving forces guiding the rate adjustments which include the rising costs to do business (payroll, fuel, supplies, health insurance, etc), adjustments to private insurance company ambulance reimbursement rates (BCBS, BCN, Priority Health, Etc.) and future work / reimbursement models associated with ET3 and Tandem 365 (both detailed below). Life EMS believes our ambulance rates are industry competitive and cost effective, reflecting appropriate and modest adjustments that will allow us to remain responsive to the needs of our communities.

1. Emergency Triage, Treat and Transport (ET3) is a voluntary, five year model, Pilot program proposed by the Center for Medicare and Medicaid Innovations (CMMI) that will provide ambulance companies the opportunity to receive some level of reimbursement for alternate destination (non-emergency department) transports as well as non-traditional treat on scene / non-transport instances. The five-year payment model is intended to provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare Fee-For Service (FFS) beneficiaries following a 911 call. Life EMS is providing a letter of interest to have both its Central (Kent /Ottawa) and South (Kalamazoo / Allegan / Van Buren) operations participate in the pilot program. Deliverables for the project include the formation of community partnerships among Medicare-enrolled qualified health care providers that can offer alternative destinations or telehealth services. Applications for the program must be received by September 19, 2019.
2. Tandem 365 is a collaborative venture assisting hospitals, doctors, family members and individuals in need of healthcare services not traditionally provided. A unique and on-going special study through the State of Michigan Department of Health and Human Services, the company (of which Life EMS is a part-owner) provides persons with little or no social support, who are 55 and older, assistance in managing their medically complex health issues. Tandem's goals are to decrease emergency room visits, decrease specialty / outpatient visits, deliver comprehensive cost-effective care and improve the quality of life of program participants all while reducing overall healthcare dollar expenditure with high system users. The organization has current reimbursement partnerships with Priority Health and Blue Care Network, has been in operation in Kent County for four years and has over 1,000 program participants. Life EMS is planning to launch the Tandem 365 program in our Kalamazoo County market early fall, 2019.

While reimbursement for Both Tandem 365 and ET3 programs will be very different, their operational structures are nearly parallel and complement each other well. This operational similarity will ensure a common procedural knowledge base among both traditional pre-hospital EMS crews and specialized Integrated Care Paramedics (ICP's). We believe that both programs will allow Life EMS Ambulance to remain an industry leader while providing the communities we serve with a unique and cost effective method to access healthcare resources well into the future.

Life EMS AMBULANCE OF KALAMAZOO COUNTY

Pre-hospital Care and Transportation Fee Schedule Effective January 1, 2020

<u>BASE RATES:</u>	CURRENT	NEW
Non-Emergency	\$449.00	\$459.00
Emergency	\$679.00	\$693.00
ALS Non-Emergency	\$699.00	\$713.00
ALS Emergency	\$799.00	\$815.00
ALS 2	\$899.00	\$929.00
NICU/SCT	\$979.00	\$999.00
On Scene Treatment ALS 1 & ALS 2	\$579.00	\$591.00
ALS Assessment/No Transport	\$299.00	\$439.00
No ALS/Patient Assist	\$79.00	\$89.00 +
Special Equipment & Handling (Haz Mat, etc.)	\$25.00+	\$25.00 +
Treatment/Waiting Time After 30 Minutes Per 15-minute Increments	\$30.00	\$49.00
<u>Mileage</u> (Divided by number of patients: Loaded miles only):		
Mileage Charge (rate per mile)	\$15.50	\$16.15

Life EMS Ambulance Summary for new Kalamazoo County Fee Schedule

Life EMS Ambulance is proposing new service delivery rates (as noted below) for both transport and non-transport pre-hospital work with a target implementation date of Jan 1, 2020. There are three primary driving forces guiding the rate adjustments which include the rising costs to do business (payroll, fuel, supplies, health insurance, etc), adjustments to private insurance company ambulance reimbursement rates (BCBS, BCN, Priority Health, Etc.) and future work / reimbursement models associated with ET3 and Tandem 365 (both detailed below). Life EMS believes our ambulance rates are industry competitive and cost effective, reflecting appropriate and modest adjustments that will allow us to remain responsive to the needs of our communities.

1. Emergency Triage, Treat and Transport (ET3) is a voluntary, five year model, Pilot program proposed by the Center for Medicare and Medicaid Innovations (CMMI) that will provide ambulance companies the opportunity to receive some level of reimbursement for alternate destination (non-emergency department) transports as well as non-traditional treat on scene / non-transport instances. The five year payment model is intended to provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare Fee-For Service (FFS) beneficiaries following a 911 call. Life EMS is providing a letter of interest to have both its Central (Kent / Ottawa) and South (Kalamazoo / Allegan / Van Buren) operations participate in the pilot program. Deliverables for the project include the formation of community partnerships among Medicare-enrolled qualified health care providers that can offer alternative destinations or telehealth services. Applications for the program must be received by September 19, 2019.
2. Tandem 365 is a collaborative venture assisting hospitals, doctors, family members and individuals in need of healthcare services not traditionally provided. A unique and on-going special study through the State of Michigan Department of Health and Human Services, the company (of which Life EMS is a part-owner) provides persons with little or no social support, who are 55 and older, assistance in managing their medically complex health issues. Tandem's goals are to decrease emergency room visits, decrease specialty / outpatient visits, deliver comprehensive cost effective care and improve the quality of life of program participants all while reducing overall healthcare dollar expenditure with high system users. The organization has current reimbursement partnerships with Priority Health and Blue Care Network, has been in operation in Kent County for four years and has over 1,000 program participants. Life EMS is planning to launch the Tandem 365 program in our Kalamazoo County market early fall, 2019.

While reimbursement for Both Tandem 365 and ET3 programs will be very different, their operational structures are nearly parallel and complement each other well. This operational similarity will ensure a common procedural knowledge base among both traditional pre-hospital EMS crews and specialized Integrated Care Paramedics (ICP's). We believe that both programs will allow Life EMS Ambulance to remain an industry leader while providing the communities we serve with a unique and cost effective method to access healthcare resources well into the future.

Life EMS AMBULANCE OF KALAMAZOO COUNTY

Pre-hospital Care and Transportation Fee Schedule Effective January 1, 2020

<u>BASE RATES:</u>	CURRENT	NEW
Non-Emergency	\$449.00	\$459.00
Emergency	\$679.00	\$693.00
ALS Non-Emergency	\$699.00	\$713.00
ALS Emergency	\$799.00	\$815.00
ALS 2	\$899.00	\$929.00
NICU/SCT	\$979.00	\$999.00
On Scene Treatment ALS 1 & ALS 2	\$579.00	\$591.00
ALS Assessment/No Transport	\$299.00	\$439.00
No ALS/Patient Assist	\$79.00	\$89.00 +
Special Equipment & Handling (Haz Mat, etc.)	\$25.00+	\$25.00 +
Treatment/Waiting Time After 30 Minutes Per 15 minute Increments	\$30.00	\$49.00

Mileage (Divided by number of patients: Loaded miles only):

Mileage Charge (rate per mile)	\$15.50	\$16.15
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City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.13.**

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

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

DATE: December 21, 2020

SUBJECT: Approval of Election into the Deferred Retirement Option Program (DROP)

RECOMMENDATION:

It is recommended that the City Commission approve David Boysen's election to enter the Deferred Retirement Option Plan (DROP).

BACKGROUND:

Public Safety members are eligible to retire with an unreduced pension at any age after 25 years of credited or age 50 with 10 years of credited service. Public Safety administrators often reach these milestones at the peak of their careers, and retire when eligibility is reached, taking considerable skill, knowledge, and experience with them.

In 2018, the City Commission instituted the Deferred Retirement Option Program (DROP) as a way to retain Public Safety administrators. This plan allows these administrators to defer their retirement allowance for a specific period of time not to exceed 8 years. It allows the City to retain valuable, skilled employee's and aid with succession planning.

Per City ordinance, this election is required to be approved by the City Manager and City Commission.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The impact to City finances is minimal as all alternatives would require paying the employee retirement benefits and filling the position or the employee continuing to increase retirement benefits if he chose to continue employment.

§ 2-239. Deferred retirement allowance.

- A. In the event a Public Safety member who has 10 or more years of credited service leaves the employ of the City prior to his or her voluntary retirement age, for any reason except his or her retirement or death, he or she shall be entitled to a retirement allowance provided for in § 2-236A. In the event a general member has acquired the minimum number of years of credited service to satisfy the voluntary retirement age requirement and leaves the employ of the City prior to his or her voluntary retirement age, for any reason except his or her retirement or death, he or she shall be entitled to a retirement allowance provided for in § 2-237. In either case, his or her retirement allowance shall be computed according to § 2-236 or 2-237, as applicable, as the section was in effect at the time the member left City employment. The member's retirement allowance shall begin the first day of the calendar month next following the date his or her application for same is filed with the Board on or after his or her attainment of age 60 years if a general member, 55 years if a general member with 15 years of service, or 50 years if a Public Safety member; provided, however, effective January 1, 1984, any Public Safety member shall be eligible after 25 years of credited service or age 50 with 10 years of credited service, whichever occurs first. If he or she withdraws his or her accumulated contributions, he or she shall thereupon forfeit his or her right to a deferred retirement allowance. A member shall also forfeit his or her right to a deferred retirement allowance if said member dies before filing said application or, if such an application is filed, before the date designated as his or her retirement date. In the event of such a death, the member's accumulated contributions shall be paid to his or her beneficiary or estate. Except as otherwise provided in this article, the member shall not be given service credit for the period or his or her absence from City employment. **[Amended 10-4-2010 by Ord. No. 1874]**
- B. Should any member, with five or more years of credited service, who has not qualified for a deferred retirement allowance provided in Subsection A of this section, be transferred by the City to the payroll of the State of Michigan or any of its political subdivisions, service rendered by him or her in the employ of the state or any of its political subdivisions subsequent to his or her transfer shall be regarded as City service for the sole and exclusive purpose only of qualifying for a deferred retirement allowance provided in Subsection A of this section and in

determining final average compensation. The member's retirement allowance shall be computed according to § 2-236 or 2-237, as applicable at the time of his or her last termination of membership, based upon his or her credited service rendered in the employ of the City. The member's retirement allowance shall begin 30 days after the date his or her application for same is filed with the Board on or after the date he or she leaves the employ of the state or any of its political subdivisions to whose payroll he or she was transferred, or attains age 60 years, whichever is later. In the event the member withdraws his or her accumulated contributions, he or she shall thereupon forfeit his or her entitlement to a retirement allowance provided in this subsection. If the member withdrew his or her accumulated contributions prior to February 1, 1958, he or she shall have the right to repay the amount withdrawn, together with regular interest from the date of withdrawal to the date of repayment, subject to the approval of the Board.

- C. Any deferred retirement allowance payable hereunder shall satisfy the minimum distribution requirements set forth in § 2-240C.
- D. Election to enter DROP. **[Added 4-2-2018 by Ord. No. 1959]**
 - (1) Effective April 12, 2018, a Public Safety Administrator who meets the relevant provisions for an unreduced retirement allowance under Subsection A or B of this section, and who is authorized by the City Manager, with the approval of the City Commission, to participate in this deferred retirement option plan ("DROP"), may elect to enter the DROP.
 - (2) A member who elects to enter the DROP must irrevocably agree to the following:
 - (a) The member will remain in active service with the City until his or her specified DROP retirement date.
 - (b) While in DROP, the member will not make the required member contributions to the plan.
 - (c) The member must elect a DROP retirement date not less than 12 months and not more than 96 months after the member's DROP entry date.
 - (d) The member may make an election to enter DROP only once in the member's lifetime.

- (e) The member may not remain in DROP after the date the member reaches any mandatory retirement age that may apply to the member.

E. Termination of employment; determination of benefit. **[Added 4-2-2018 by Ord. No. 1959]**

- (1) The retirement benefit for a member who enters the DROP and retires on the member's DROP retirement date is determined under this Subsection E rather than under the provisions of Subsections A, B, C or D of this section.
- (2) Upon termination of employment, including, but not limited to, early DROP termination with cause, early DROP termination without cause, or disability, a member will receive the following retirement benefit:
 - (a) The member's DROP account benefit, which is the member's DROP account balance composed of a) an amount equal to 100% of the monthly retirement allowance the member would have received if he or she had retired as of the date of entry into the DROP and any applicable post-retirement allowance, and b) an annual two-percent interest credit; plus
 - (b) The member's monthly retirement benefit, based on the basic monthly retirement benefit, computed as of the date of entry into the DROP.
- (3) A member who enters DROP shall be fully vested at all times in the member's DROP account balance.

F. Exit from plan. **[Added 4-2-2018 by Ord. No. 1959]**

- (1) A member who enters the DROP established by this § 2-239 shall exit the DROP at the earliest of:
 - (a) The member's DROP retirement date;
 - (b) Ninety-six months after the member's DROP entry date;
 - (c) The mandatory retirement age applicable to the member, if any; or
 - (d) The date the member retires because of a disability as provided under § 2-242.
- (2) Upon the member's DROP exit for any reason, the member shall not be entitled to receive additional compensation for

any unused holiday pay, sick time pay, or vacation pay accrued while in the DROP.

- G. If a member dies prior to the member's DROP exit, the member's beneficiary shall be entitled to the member's DROP account benefit as of the date of the member's death. This lump sum benefit shall be in addition to any benefit provided under §§ 2-241 and 2-244 of the Kalamazoo City Code. **[Added 4-2-2018 by Ord. No. 1959]**



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **G.14.**

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

FROM: Scott A. Borling, City Clerk

DATE: December 21, 2020

SUBJECT: Recommendation for Appointment to the Central County Transportation Authority

RECOMMENDATION:

It is recommended that the City Commission recommend to the Kalamazoo County Board of Commissioners that Curt Aardema be appointed as one of the three City representatives on the Central County Transportation Authority.

BACKGROUND:

In August 2014 the Kalamazoo County Board of Commissioners established the Central County Transportation Authority (CCTA), which was a key step for regionalizing public transit in Kalamazoo County.

The CCTA is governed by an 11-member Board of Directors that is appointed by the County Board of Commissioners. The CCTA Board is comprised of members that represent specific jurisdictions and/or areas of the County: three-members from the City of Kalamazoo; two members from the City of Portage; one member each from Comstock Township, Kalamazoo Township, and Oshtemo Township; two rural representatives; and one urban representative. All appointments and reappointments are made by the County Board of Commissioners, based on the recommendations of the jurisdictions listed above or based on interviews for the urban and rural members.

In February of 2018 the City Commission recommended the appointment of Curt Aardema to serve as one of three City representatives on the CCTA. The recommendation to reappoint Mr. Aardema is based on his experience and leadership in the efforts on the to regionalize public transit and specifically his service on the on the Kalamazoo County Transportation Authority (KCTA) the Kalamazoo Chamber of Commerce Transportation Advisory Council, and his service on the CCTA since 2018. Mr. Aardema's other qualifications and community service include: a degree from Western Michigan University in Community Development and Planning;

over 10 years of experience in Kalamazoo-area development and construction projects; serving on the Historic Preservation Commission from 2011-2017; and participating in Imagine Kalamazoo 2025.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Board and Commission Support -The City Clerk's Office maintains the official meeting minutes, organizational documents, and membership records of the citizen boards, committees and commissions established by the City Commission. the Clerk's Office coordinates the process for appointing members to these boards.

This program/project has a high degree of impact on the following Strategic Goal(s):



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

Discussion

Ensuring that City boards and commissions have qualified members who are duly appointed has a significant impact on the "Insights and Analysis" and "Organizational Principles" subgoals under the Good Governance strategic goal.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

There is no fiscal impact associated with this recommendation.



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**
Item: **G.15.**

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

FROM: Scott A. Borling, City Clerk

DATE: December 21, 2020

SUBJECT: Appointments to the Zoning Board of Appeals

RECOMMENDATION:

It is recommended that the City Commission approve the following appointments to the Zoning Board of Appeals:

- the appointment of **Remi Harrington** for a term expiring on March 31, 2022.
- the appointment of **Jeremy Terpening** as an Alternate Member for a term expiring on March 31, 2022.

BACKGROUND:

The City Commission approves the appointment and reappointment of members to the Zoning Board of Appeals (ZBA). The ZBA has recommended the appointment of Remi Harrington and Jeremy Terpening to partial terms, and it is recommended that the City Commission approve these appointments. The attached Nomination Report describes the nominees' qualifications.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Board and Commission Support - The City Clerk's Office maintains the official meeting minutes, organizational documents, and membership records of the citizen boards, committees and commissions established by the City Commission. the Clerk's Office coordinates the process for appointing members to these boards.

This program/project has a high degree of impact on the following Strategic Goal(s):



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

Discussion

Ensuring that City boards and commissions have qualified members who are duly appointed has a significant impact on the "Insights and Analysis" and "Organizational Principles" subgoals under the Good Governance strategic goal.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion: applicants for appointment to City boards and commissions are nominated by the respective boards and commissions, with the approval of those nominations taking place at open meetings where the public has a chance to give input.

FISCAL IMPACT:

There is no fiscal impact associated with these appointments.



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Zoning Board of Appeals (ZBA) recommends the City Commission approve the following appointments:

- The appointment of **Remi Harrington** for a partial term expiring on March 31, 2022.
- The appointment of **Jeremy Terpening** for a partial term as Alternate expiring on March 31, 2022

SPECIAL REQUIREMENTS FOR THIS POSITION

Zoning Board of Appeals members must be residents of the City of Kalamazoo and should have knowledge of the City, including some familiarity with the Zoning Ordinance, as well as knowledge of the current issues in the community.

SELECTION PROCESS

Applicants Considered

Jeremy Terpening, Marshall Kilgore and Remi Harrington were considered for the vacancies.

Interview Process and Final Recommendation

Jeremy Terpening, Marshall Kilgore and Remi Harrington were interviewed December 8, 2020. The Zoning Board of Appeals on December 10, 2020 approved a recommendation to appoint Ms. Harrington to the vacant seat and Mr. Terpening as an Alternate.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Remi Harrington and Jeremy Terpening are not presently serving on any other City boards.

Residency

Remi Harrington and Jeremy Terpening currently reside in the Vine Neighborhood

Term Limits

Ms. Harrington will be eligible to serve two additional full terms.

Mr. Terpening will be eligible to serve two additional full terms.

Training, Experience, Education And Skills

Ms. Harrington has lived in the City for five years, worked at KVCC on the Community Farms Project and is now developing several urban garden sites for educational outreach and food production.

Mr. Terpening has lived in the City for over five years. He worked as a bank branch manager before getting involved with community nonprofits. He presently serves on the Vine Neighborhood Board and Common Grounds of Kalamazoo Board. He volunteers with the Building Blocks of Kalamazoo and is employed on an as needed basis for Focus Ford and Midwest Enterprises for the Blind.

Contribution To Diversity

The nominees expand the diversity of the ZBA membership in multiple ways, including gender, race, background, and neighborhood.

NOMINATION RATIONALE

Ms. Harrington possesses board experience, project management experience and has been before the Zoning Board of Appeals with her own projects so she has the perspective of being an applicant.

Mr. Terpening is community focused nonprofit board experience and volunteer hours with Building Blocks. He understands the importance of the Master Plan to help shape a vibrant community.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **12/21/2020**

Item: **H.1.**

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

FROM: Clyde J. Robinson, City Attorney

DATE: December 21, 2020

SUBJECT: Proposed Ordinance to Amend Chapters 22 and 33 to Permit Consumption of Alcoholic Beverages in Public Places and Parks

RECOMMENDATION:

It is recommended that the City Commission amend those portions of the City Code of Ordinances which contain limited exceptions to the general prohibition on the possession and consumption of alcoholic beverages on public places and parks to accommodate the recent change in State law in response to the COVID-19 pandemic, which permits local Social District commons areas where individuals may consume alcohol outdoors.

BACKGROUND:

In July of this year, the Michigan Legislature adopted Public Act 124 to assist restaurants and bars negatively impacted by the COVID pandemic. This law permitted municipalities to designate "social districts" containing "commons areas" where customers of licensed establishments could possess and consume alcoholic beverages in designated plastic cups from 10:00 a.m. to 10:00 p.m. Sunday-Thursday and from 10:00 a.m. to Midnight on Friday and Saturday. The initial social district was established on August 3, 2020, by resolution, along the Kalamazoo Mall and Michigan Avenue where the greatest concentration of licensed establishments exists. At the same time, the City Commission amended the ordinances prohibiting the open consumption of alcohol to accommodate the social district.

In November, the City Commission was requested to expand the "commons area" to reach more licensed establishments which serve alcohol and to include Bronson Park within the area where individuals could gather. However, existing City ordinances generally prohibit the consumption of alcohol in City Park except under limited circumstances. At its November 16, 2020 meeting, the City Commission expressed a desire to revisit those ordinances in connection with the Public Act 124 Social District open consumption law.

STRATEGIC VISION ALIGNMENT:



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



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

Discussion

COMMUNITY ENGAGEMENT:

This ordinance is the result of the request by the Downtown Kalamazoo Partnership to expand the footprint of the associated commons areas within the existing Social District to permit outdoor consumption of alcohol in support of downtown businesses that hold licenses to sell alcoholic beverages by the glass (or in this case by plastic cups) for consumption on the premises.

The proposal was reviewed by the Parks and Recreation Advisory Board at its December 1, 2020 meeting. While supportive of the initiative, concerns were voiced about drinking in Bronson Park during warmer weather and the fact that the current State law doesn't sunset until December 31, 2024.

FISCAL IMPACT:

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTERS 22 AND 33
OF THE KALAMAZOO CODE OF ORDINANCES TO PERMIT LIMITED CONSUMPTION OF
ALCOHOLIC BEVERAGES IN PUBLIC PLACES AND PARKS**

Section 1. Section 22-57 Consumption of Alcoholic Beverages in Public Places is amended to read as follows:

No person shall consume or possess any uncapped, open container of any alcoholic liquor, as that term is defined in the Michigan Liquor Control Commission Act, on the public streets, parkways, or sidewalks of the City, or in any other place open to the general public, including any store or establishment doing business with the public not licensed to serve alcoholic beverages; provided however, that alcoholic liquor may be sold, possessed and/or consumed during the period of a special license with the specific approval, and in conformance with the conditions of such approval and the condition of a special license issued by the Michigan Liquor Control Commission or if the public place is designated as a social district common areas by a resolution adopted by the City Commission as permitted by Public Act 124 of 2020.

Section 2. Section 33-25 Alcohol Restrictions/Exceptions is amended to add Subsection C to read as follows:

C. Alcoholic liquor and beverages sold by approved licensed establishments may be possessed and consumed in public spaces and city parks if the City Commission has designated such areas as social district commons areas by resolution as permitted by Public Act 124 of 2020.

Section 3. REPEALER.

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

Section 4. 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 5. EFFECTIVE DATE

Pursuant to Section 13(a) of the City Charter, this ordinance will 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 December __, 2020. Public notice was given, and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

David F. Anderson, Mayor

Scott A. Borling, City Clerk