

# CITY COUNCIL STUDY SESSION

**TO:** Mayor and City Council  
**FROM:** Mari E. Macomber, City Manager *MEM*  
**SESSION DATE:** February 6, 2012  
**TIME:** 4:30 pm  
**PLACE:** Second Floor Conference Room

## AGENDA:

- **MUNICIPAL COURT JUDGE – PHOEBE HERRIN**
- **KIRK TRAN UPDATE**
- **PARKING COMMITTEE REPORT**
- **REVIEW CITY COUNCIL AGENDA**
- **REVIEW NEWSLETTER (includes miscellaneous topics)**

## **MUNICIPAL COURT JUDGE – PHOEBE HERRIN**

Phoebe Powell Herrin has served as the City's Municipal Court Judge since 1995. Prior to Judge Herrin, the City was served by Associate Judge Joyce Otten. Due to demands on the Associate Circuit Court Judge, the City began to solicit for a possible Municipal Court Judge. After completing the process, the City selected Judge Herrin to serve. At the time of her appointment, Judge Herrin had served as the Municipal Court Judge for the City of Macon. She had previously served as the City Attorney for the City of Macon and has provided legal services to the cities of Bevier, Callao and Atlanta.

The agreement between the City and Judge Herrin is a three-year agreement and is on the agenda for consideration at the February 6<sup>th</sup> council meeting. A copy of the proposed agreement is attached.

The Council is encouraged to learn more about the separation of powers and the authority that Judge Herrin has as the Municipal Court Judge. It will be an opportunity for the Council to ask any questions that you might have regarding the municipal court operation.

**Recommendation** – This is a good opportunity for the City Council to visit with Judge Herrin about the Court operations. Council will be considering the renewal of Judge Herrin's contract at the Council meeting.

## **KIRK TRAN UPDATE**

Kirk-Tran is the public transit service for the City of Kirksville. The concept of Kirk Tran began in 1998 and has continued to evolve to meet the needs of its clients. This service is a cooperative effort between the City of Kirksville, the Kirksville Regional Office, OATS, Inc., the Region II Council for Developmental Disabilities and Adair County SB 40. Two grants were received by the group and were used to get the program going. Today, Kirk-Tran is operated by OATS, Inc. OATS has been contracted to use its busses, drivers, and office staff to provide transportation services Monday through Friday from 6 a.m. to 6:30

p.m.

### **Demand-Response System**

Kirk-Tran uses a demand-response system where point to point riders are scheduled in advance by calling the dispatch center. This system operates from 6 a.m. to 6 p.m. and travels within a 15 mile radius of downtown Kirksville. To schedule a ride, call 660.665.8404 or 877.666.KIRK, Monday through Friday from 8 a.m. to 12 p.m. & 1 p.m. to 3 p.m. Fare - \$2.00 per one way trip anywhere inside the Kirksville city limits; \$3.00 per one-way trip outside of Kirksville city limits within a 15 mile radius of downtown Kirksville. Children under 12 years of age, accompanied by a parent or guardian, ride free of charge.

### **Deviated Fixed Route**

The Deviated Fixed Route operates Monday through Friday from 7:00 a.m. to 6:00 p.m. and includes 20 stops located around Kirksville. The route will repeat this schedule every hour. Times may vary by 10 minutes before or after scheduled time. Fare - \$2.00 per one-way trip. Purchase a booklet of 10 tickets for \$15.00. Booklets can be purchased from the Deviated Fixed Route Driver or Kirksville City Hall. Children 9 and under must be accompanied by an adult. Children 5 and under ride free.

Kirk-Tran is a Deviated Fixed Route bus service. This means that in addition to boarding the bus at the specified stops listed on this bus schedule, passengers that cannot get to a bus stop can request to be picked up and dropped off up to  $\frac{3}{4}$  of a mile off the bus route. The pickup and drop off locations will be at the curb. Reservations must be made in advance, at least the day before, by calling the Kirk-Tran Office @ 877-666-5475.

The Kirk Tran Organization is unique because it is not a formal organization of individuals, but rather a volunteer group that works closely with the program to make sure that it is meeting the needs of the community, while covering its costs. Information on the current route and financial information is included with this packet.

**Recommendation** – Kirk Tran is an independent organization that operates the local transportation service through strong partnerships with the City, OATs, and the Adair County United Way. Kirk Tran is funded each year through the support of a voter approved contribution from the Transportation Sales Tax. Fiscal year 2012 contributions are estimated at \$25,240. Terry Combs will be in attendance at the Study Session. This is a good opportunity to visit with Mr. Combs about the Kirk Tran service.

### **PARKING COMMITTEE REPORT**

The City Council gave the go ahead to establish a committee to review the parking requirements for new construction (tier 1 and tier 2) parking. The Committee was organized and included the following individuals: Brad Selby, Codes and Planning Director, Ed leans, City Engineer, Ken Read, realtor and developer, Chad Blunk, downtown business owner, David Norman, contractor, Dave Rector, TSU, and Bob Ehrlich, ATSU. The Committee reviewed the on street parking and development requirements that are currently in place for the City paying particular focus to the area designated as Tier 1 and Tier 2.

Brad Selby served as Chair of the Committee and convened several meetings with the group. As a result the Committee voted to recommend significant changes to the existing ordinance. Those changes are outlined on the last page of this Study Session Packet.

**Recommendation** – Staff will review those changes with the Council on Monday, and if the Council is agreeable will present the changes to Planning and Zoning and then to the City Council.

## **REVIEW COUNCIL AGENDA**

### **REVIEW NEWSLETTER – February 4, 2012**

#### Attachments

- Municipal Court Judge Agreement
- Kirk Tran Evolution
- Kirk Tran Route
- Kirk Tran 2012 Budget
- Parking Committee Staff Report from Brad Selby
- Parking Committee Summary Change

# Municipal Court Judge Agreement

**THIS AGREEMENT** (the “Agreement”) is dated effective as of the 1st day of March 2012, by and between the City of Kirksville (“City”), and Phoebe Powell Herrin (Ms. Herrin), a professional attorney practicing in Macon County, Missouri.

## **WITNESS TO:**

**WHEREAS**, Phoebe Powell Herrin is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

**WHEREAS**, the City desires that Ms. Phoebe Powell Herrin provide such judicial services to the City.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto have agreed, and do hereby agree as follows:

**1. Term of Appointment.** The City Council hereby appoints Ms. Herrin for a period commencing on the effective date hereof and continuing for a term of three (3) years, unless such appointment shall have been sooner terminated as hereinafter provided. This Agreement may be renewed by execution of a letter by both Parties to that effect. Ms. Herrin hereby accepts such appointment and agrees to perform the services hereinafter described, all upon the terms and conditions herein stated.

**2. Scope of Services to be Provided.** Ms. Herrin is hereby appointed by the City Council as Municipal Court Judge, and will be responsible for all Municipal Court proceedings, supervision of the activities of the Kirksville Municipal Court, and the discharge of other duties of the Municipal Court Judge as required by law.

Except for reasonable vacation and absences due to temporary illness, Ms. Herrin shall devote up to one full day each week (or the equivalent thereof) to the City and shall not during her employment be engaged in any activity which in the reasonable judgment of the City, conflicts with the duties of Municipal Court Judge; whether or not such activity is pursued for gain, profit or other pecuniary advantage. The foregoing restrictions shall not be construed as preventing Ms. Herrin from participating in any professional private practice, provided that such practice will not require services on the part of Ms. Herrin which would directly or indirectly impair the performance of her duties under this Agreement. If Ms. Herrin does participate in any private practice considered to be in contradiction to this clause, Ms. Herrin will be given ample time to disengage in such activity Ms. Herrin will not provide legal representation for persons, firms or corporations in any proceeding where the City of Kirksville is a party.

Ms. Herrin shall endeavor to be supportive of the City’s business and its best interests and shall not, directly or indirectly, take any action which could reasonably be expected to have an adverse effect upon the business or best interests of the City. Ms. Herrin covenants, represents and warrants that she will at all times honestly and fairly conduct her duties as described herein or as otherwise directed by the City and will at all times maintain the highest of professional standards in representing the interests of the City.

**3. Fees.** For the services rendered pursuant to this Agreement, Ms. Herrin shall be paid by the City the sum of \$1,580.00 per month payable to the “Law Office of Phoebe Powell Herrin.” As additional compensation, Ms. Herrin shall be eligible to participate in the City’s group health and dental benefits plan with the City paying one

hundred percent (100%) the premium cost for the Judge. Additional compensation for Ms. Herrin will be based on compensation increases given to general employees.

4. **Expenses.** Ms. Herrin will pay all costs of travel to and from her home and Kirksville Municipal Court, phone and FAX charges, and other miscellaneous fees from the monthly fees delineated in Section 3.

5. **Professional Training.** Ms. Herrin agrees to attend statutorily required continuing municipal legal education training sessions, at her own cost and expense, and will provide documentation of said training to the City.

6. **Indemnification.** Ms. Herrin shall indemnify and hold the City harmless for any and all liability, loss, expenses and claims for damages or injury arising from acts or omissions of Ms. Herrin in providing services pursuant to this Agreement which are determined to be the result of Ms. Herrin's negligence, malfeasance or misconduct as determined by a court of competent jurisdiction. The City shall indemnify and hold Ms. Herrin harmless from any and all liability, loss, expenses and claims for damages or injury arising from acts or omissions of the City or its employees in connection with the provision of services hereunder.

7. **Independent Contractor.** In performing the services herein specified, Ms. Herrin is acting as an independent contractor, and shall not be considered an employee of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Each party shall be liable for its own debts, obligations, acts and omissions. Each party shall, with respect to its employees and independent contractors, be solely responsible for payment of all applicable compensation, wages, taxes, withholdings, fringe benefits, and contributions to insurance, pensions, worker's compensation and other withholdings and benefits.

8. **Compliance with Law.** In performing their duties pursuant to this Agreement, both parties shall act in compliance with all applicable federal, state and local laws, rules and regulations. This agreement in no way diminishes Ms. Herrin's accountability, as a Municipal Court Judge, to the Presiding Judge of the 2nd Circuit.

9. **Termination.**

9.1 **Death.** If Ms. Herrin should die during this Agreement period, the City shall have no further obligation hereunder to Ms. Herrin, her spouse, or her estate, except to pay to Ms. Herrin's estate the amount of compensation earned by Ms. Herrin through the month of her death, such compensation to be prorated to the date of death.

9.2 **Disability.** If, during this Agreement, Ms. Herrin shall be prevented for a continuous period of nine (9) weeks from performing her duties by reason of disability, the City may terminate the Agreement, in which event Ms. Herrin shall receive any compensation earned or accrued to the date upon which any determination of disability shall have been made as hereinafter provided, and any compensation Ms. Herrin would have earned pursuant to Section 3 herein. For the purposes of this Agreement, Ms. Herrin shall be deemed to have become disabled when the City, upon the advice of two qualified physicians of its selection, determines that Ms. Herrin has become physically or mentally incapable (excluding infrequent and temporary absences due to ordinary illnesses) of performing her duties under this Agreement and that such disability has disabled Ms. Herrin for a cumulative period of twelve (12) weeks.

**9.3 Voluntary Termination.** Notwithstanding herein to the contrary, Ms. Herrin or the City may elect to terminate this Agreement, with a notice period of at least thirty (30) days by Ms. Herrin and ninety (90) days by the City, by notifying the other party of such termination in writing at any time during the term of this Agreement. In the event of termination of this Agreement pursuant to this Section 9.3, neither the City nor Ms. Herrin shall have any further liability to the other hereunder, and Ms. Herrin shall be entitled to the amount of earned compensation, stipulated in Section 3 prorated to the date of such termination.

**9.4 Termination for Cause.** The City shall have the right to terminate this Agreement “for cause” upon the occurrence of one or more of the following events or circumstances:

9.4.1 The neglect, malfeasance, nonfeasance, or other conduct of Ms. Herrin in the performance of the services contemplated by this Agreement which, in the reasonable judgment of the City and the Circuit Court, is detrimental to the best interests of the City; or

9.4.2 Any other breach of this Agreement by Ms. Herrin as determined in the reasonable judgment of the City; or

9.4.3 Any intentional dishonesty, discrimination or other ethical misconduct by Ms. Herrin, as determined in the reasonable judgment of the City and the Circuit Court; or

9.4.4 Conviction of a felony by a court of competent jurisdiction; or

9.4.5 Death of Ms. Herrin, as provided in Section 9.1; or

9.4.6 Disability of Ms. Herrin, as defined in Section 9.2.

**10. Effect of Expiration of Termination.** This Agreement will be of no further force or effect as of the date of expiration or termination except that the parties shall cooperate to promptly resolve any outstanding issues upon the expiration of this Agreement.

**11. Entire Agreement; Modification.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or earlier termination of this Agreement. Although appointment of Ms. Herrin is for a period of two years, the parties to this Agreement will examine fee provisions after one year to determine if the contractual workload and direct expenses incurred are compatible with the compensation provided.

**12. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Missouri. Although no conflict is anticipated, where the terms of this Agreement may be found to be in conflict with state or local laws concerning municipal court and municipal judges, then state and local laws shall prevail.

13. **Partial Invalidity.** If any provision of this Agreement is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

14. **Waiver.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

15. **Assignment; Binding Effect.** Neither party shall assign nor transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year first above written.

**City of Kirksville, Missouri**

**Municipal Court Judge**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

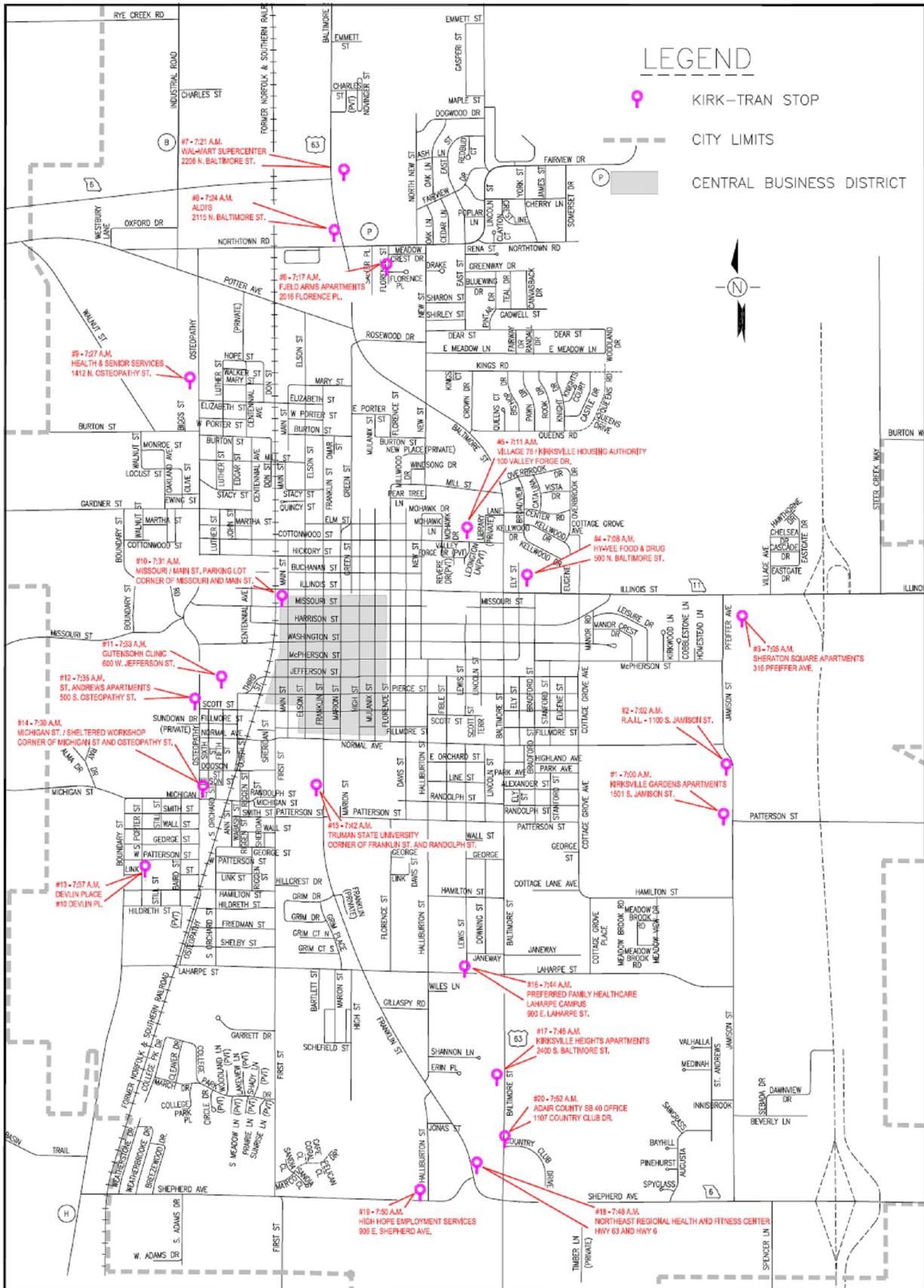
## Kirk-Tran Evolution

- 1998-January 2012; approximately 14 years of operation
- Original partnership between City of Kirksville, Kirksville Regional Center and Region II Council For Developmental Disabilities
- Program based on 2 Grants for development of system, Missouri Planning Council & Federal Transportation Grant
- Major goals
  - Provide a fully accessible, integrated, and affordable transportation system
- Original Service included service to a nine county area; Adair, Putnam, Schuyler, Scotland, Sullivan, Knox, Linn, and Macon
  - Focused around Kirksville being the hub of a rural region
  - Contract with OATS for bus/dispatch service
- Outlying counties were not successful because sustainability could not be found due to underutilization of system
- Significant changes to system had to be completed in 2004 to reach sustainability
  - Had to get back to the basics
  - Had to eliminate services outside of Adair County
  - Had to eliminate weekend hours
  - Had to slightly reduce hours during the week
  - Had to eliminate taxi voucher system
- Current System
  - On-Demand Response system through dispatch office 665-8404
  - Curbside service or door to door, if necessary
  - \$2.00 per one way trip inside Kirksville City limits, \$3.00 each way outside of city limits within 15 mile radius of Kirksville
  - Operation: 6:00 AM to 6:00 PM, Monday through Friday
  - Providing approximately 1,000 trips per month, over 600 different people
  - Top reasons for people riding on Kirk-Tran
    - Employment
    - Medical
    - Business
    - Shopping
    - Education
- Fixed Route System
  - Began in August 2006 as a pilot project, funded in part by Adair County SB 40/Developmental Disabilities Board
  - 20 local area stops around Kirksville from North end of town to South
  - Every hour on the hour/ schedules posted at designated stops
  - \$2.00 to board

- Operation: 7:00 AM to 6:00 PM, Monday through Friday
- Local businesses purchase advertisement space on the bus
- Top reasons for people riding the Fixed Route
  - ✓ Eliminate busy signal with dispatch office
  - ✓ Employment
  - ✓ Medical
  - ✓ Business
  - ✓ Shopping
  - ✓ Education
  
- Annual Budget For Entire System
  - ✓ \$208,793
  - ✓ 46.67%, 5311Funds
  - ✓ 3.73% Adair County United Way
  - ✓ 17.73% local match, City of Kirksville-11.67% Cash, 6.06% In-Kind Services
  - ✓ 5.3%-local match, Adair County SB 40-Cash
  - ✓ 4.67% local match, Kirksville Regional Office-Cash
  - ✓ 20.11% Fares
  - ✓ .74% Other/Interest
  - ✓ 1.05% Advertising Sales on Busses

➤ Future

- Maintaining existing demand/response system, partnerships and relationships
- Continue to monitor fixed route for efficiency and revise as needed
  - ✓ Constant monitoring of utilization



**KIRK-TRAN STOPS JANUARY 2010**  
**CITY OF KIRKSVILLE, MISSOURI**



DRAWN BY   RANSON    
 CHECKED BY   C. BRYANT    
 ISSUE DATE   1/14/2010    
 SCALE:   N.T.S.

## Kirk Tran Deviated Fixed Route

Kirk-Tran Deviated Fixed Route	
# 1 - Kirksville Garden Apartments 1501 S. Jamison Street	7:00 a.m.
# 2 - R.A.I.L. 1101 S. Jamison Street	7:02 a.m.
# 3 - Sheraton Square Apartments 316 Pfeiffer Avenue	7:05 a.m.
# 4 - Hy-Vee Food & Drug 500 N. Baltimore Street	7:08 a.m.
# 5 - Village 76/KV Housing Authority 100 Valley Forge Drive	7:11 a.m.
# 6 - Fjeld Arms Apartments 2016 Florence Place	7:17 a.m.
# 7 - Wal-Mart Supercenter 2206 N. Baltimore Street	7:21 a.m.
# 8 - Aldi's 2115 N. Baltimore Street	7:24 a.m.
# 9 - Health & Senior Services 1412 N. Osteopathy Street	7:27 a.m.
# 10 - Missouri/Main Street Parking Lot Corner of Missouri and Main Street	7:31 a.m.
# 11 - Gutensohn Clinic 600 W. Jefferson Street	7:33 a.m.
# 12 - St. Andrew's Apartments 500 S. Osteopathy Street	7:35 a.m.
# 13 - 10 Devlin Place Pick up on S. Porter Street	7:37 a.m.
# 14 - Sheltered Workshop Corner of Michigan St. and Osteopathy St.	7:39 a.m.
# 15 - Truman State University Corner of Franklin St. and Randolph St.	7:42 a.m.
# 16 - Preferred Family Healthcare 900 E. LaHarpe Street	7:44 a.m.
# 17 - Kirksville Heights Apartments 2400 S. Baltimore Street	7:46 a.m.
# 18 - Northeast Regional Health & Fitness Center HWY 63 and HWY 6	7:48 a.m.
# 19 - High Hope Employment Services 906 E. Shepherd Street	7:50 a.m.
# 20 - Adair County SB 40 Office 1107 Country Club Drive	7:52 a.m.

Projected Annual Budget  
Kirk-Tran  
Calendar Year 2012  
January 1, 2012-December 31, 2012

	Projected Actual 2011	Adjustments	Proposed 2012	%	Notes:
<b>Income</b>					
MO-DOT/OATS 5311	\$131,781	(\$31,781)	\$100,000	46.67%	Federal/State Match
Adair County United Way	\$8,004	(\$4)	\$8,000	3.73%	Approved
City of Kirksville In-Kind	\$12,576	\$402	\$12,978	6.06%	Local In-Kind
City of Kirksville Cash	\$18,211	\$6,789	\$25,000	11.67%	Local Match
Advertising Sales	\$2,250	\$0	\$2,250	1.05%	Local Sales
Fares	\$17,494	\$0	\$17,494	8.17%	Ridership
High Hope Employment Fares	\$20,604	\$4,980	\$25,584	11.94%	1/2 year addtl. Rev. on SB40 contract
Adair County SB40/DD Board	\$11,360	\$0	\$11,360	5.30%	Request to be Submitted
Kirksville Regional Office	\$10,000	\$0	\$10,000	4.67%	will know May or June
Contributions	\$535	\$1,000	\$1,535	0.72%	
Investment Earnings	\$50	\$0	\$50	0.02%	
<b>TOTAL REVENUE</b>	<b>\$232,865</b>	<b>(\$18,614)</b>	<b>\$214,251</b>	<b>100.00%</b>	
<b>Expenses</b>					
OATS Bus Service Contract	\$210,195	(\$18,123)	\$192,072	91.99%	(29hrs/day M-F, 3 busses)
Administration (In-Kind)	\$12,576	\$402	\$12,978	6.22%	removal of partial yr. 2nd bus on fixed
Legal/Professional Services	\$337	\$35	\$372	0.18%	Inflationary
United Way Contributions	\$258	\$242	\$500	0.24%	Inflationary
Supplies & Misc. Expenses	\$731	\$60	\$791	0.38%	Inflationary
Advertising & Promotion	\$580	\$1,500	\$2,080	1.00%	Radio Ads
<b>TOTAL EXPENSES</b>	<b>\$224,677</b>	<b>(\$15,884)</b>	<b>\$208,793</b>	<b>100.00%</b>	
<b>NET GAIN/(LOSS)</b>	<b>\$8,188</b>	<b>(\$2,730)</b>	<b>\$5,458</b>		

**Notes:**  
MO-DOT & OATS Funding as well as related bus expense are based upon three busses running: Deviated Fixed=11 hours per day, Demand/Response= 12 hours per day, & High Hope= 4 hours per day Monday-Friday @ \$26.50/hour-estimated average. City of Kirksville operates on a Calendar Year, and OATS operates on a fiscal Year, July 1-June 30

## **KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT**

**SUBJECT:** Zoning Ordinance Parking Changes

**STUDY SESSION MEETING DATE:** February 6, 2012

**CITY DEPARTMENT:** Codes

**PREPARED BY:** Brad Selby, Codes & Planning Director

Recently, a committee of citizens formed to look at the parking requirements for new multi-family structures. For many years, the parking requirements in the zoning ordinance identified a part of the city that is close to the hospital and both college campuses as Tier I. The rest of the city is considered Tier II. Tier I parking requirements are greater because of the parking congestion and density of living, due to the greater number of apartments in this area.

Some concerned citizens feel the increased parking requirements in Tier I are excessive by requiring developers to build hard surface parking that does not get used. The following people were asked to serve on a committee to discuss possible reductions in these parking requirements: Chad Blunk, Hair Palace; Bob Ehrlich, ATSU; Ed leans, City Engineer; David Norman, Contractor; Ken Read, Heritage House Realty; Dave Rector, TSU; Brad Selby, City.

After the committee held two meetings to discuss and observe parking lots in the Tier I and Tier II areas, the members came to this conclusion: they believe the current code does require an excessive number of parking spaces for new construction. With the close proximity of the colleges, many students today prefer walking to classes, or riding bicycles, and many do not have vehicles. Since 1991, Truman State University has had a net add of 1,127 parking spaces to its campus. This has helped to cut down on some of the on-street parking for students that commute or drive in from other parts of the city.

The Parking Committee would like the council to consider these changes to code:

1. elimination of the existing Tier I and Tier II designations.
2. change the parking requirements for multi-family housing only, to require one parking space per bedroom.
3. Standardize the parking space dimensions at 9 feet by 18 feet for all commercial and residential spaces, except for parallel parking.

If council asks city staff to pursue these changes, they would be presented to the Planning and Zoning Commission in a future meeting during a public hearing. Then, if approved by Planning & Zoning, it would come back to council for final approval.

If approved, the Parking Committee feels that the Codes & Planning Director should take another look at this in 3 years to determine any effects on parking and congestion. I would plan to do this.

Typical Multi-family 4-plex Apartments:  
(parking spaces per apartment *building*)

550 square feet, 1 bedroom:

550 square feet, 2 bedrooms:

Tier I Current = 8 Proposed = **4**

Tier I Current = 16 Proposed = **8**

Tier II Current = 5 Proposed = **4**

Tier II Current = 8 Proposed = **8**

650 square feet, 1 bedroom:

650 square feet, 2 bedrooms:

Tier I Current = 8 Proposed = **4**

Tier I Current = 16 Proposed = **8**

Tier II Current = 8 Proposed = **4**

Tier II Current = 8 Proposed = **8**

800 square feet, 1 bedroom:

800 square feet, 2 bedrooms:

Tier I Current = 12 Proposed = **4**

Tier I Current = 16 Proposed = **8**

Tier II Current = 8 Proposed = **4**

Tier II Current = 8 Proposed = **8**

**The red numbers represent Committee recommendations.**

**Since the Tier I & Tier II requirements are the same, Tier I & II designations would be deleted from the code.**