Agenda
Regular Meeting of the City Commission

City of Kalamazoo

Tuesday, July 5, 2016 7:00 PM

City Commission Chambers - 241 W. South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: **Reverend John McNaughton**
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
   a. Independents Week, July 1-7, 2016

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

1. Public hearing to receive comments on an ORDINANCE to rezone 106 Thompson Street from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District). **(Action: Motion to adopt the ordinance)**

F. CONSENT AGENDA

(Action: Motion to approve Items "1-5" and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of an equity lease agreement with Enterprise FM Trust for the lease of six light duty fleet vehicles for a cost of $102,459.60 for 60 months, including all maintenance.

2. Approval of the location of an Abraham Lincoln statue in Bronson Park.

3. Acceptance of a grant from the Kalamazoo Community Foundation in the amount of $100,000.00 for the Bronson Park 21st Century Campaign.

4. Approval of an easement for Consumers Energy at the Edgemoor Storage Facility.

5. Approval of the minutes from the City Commission meetings on June 20, 2016.

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS AND CONCERNS BY COMMISSIONERS

N. CLOSED SESSION

1. Closed session to discuss pending litigation. **(Action: Motion to go into closed session)**

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

The Kalamazoo City Commission 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). The meetings are rebroadcast on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m.

Commission Agenda Report
City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

PREPARED BY: Shelby Moss, Deputy City Clerk

DATE: 6/27/2016

SUBJECT: Calendar of Upcoming Meetings

INFORMATIONAL ITEMS

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

ATTACHMENTS:

	Type	Description
🗋	Meeting Schedule	20160705 Calendar of Meetings

Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

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

July 18th and August 1st

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

July 18th

Advisory Boards, Commissions and Committees (next two weeks)

The **Planning Commission** will meet on Thursday, July 7, 2016 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, July 11, 2016 at 7:00 p.m., in the Community Room at City Hall.

The **Traffic Board** will meet on Thursday, July 14, 2016 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Zoning Board of Appeals** will meet on Thursday, July 14, 2016 at 7:00 p.m., in the Community Room at City Hall.

The **Downtown Development Authority** will meet on Monday, July 18, 2016 at 3:00 p.m., in the Community Room at City Hall.

Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Laura Lam, CP&D Director

PREPARED BY: Rob Bauckham, Senior Development Planner

DATE: 6/8/2016

SUBJECT: Rezoning of 106 Thompson Street

RECOMMENDATION

It is recommended that the City Commission adopt an ordinance to rezone 106 Thompson Street from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District).

BACKGROUND

The parcel for this rezoning request is located in the West Main Hill Neighborhood, and it contains a two-story, 4,400-square-foot building built in 1923. The building has most recently been utilized as a bed and breakfast facility known as the “Hall House.” Kalamazoo College purchased the parcel last year with the intent to use it as the new welcome center for the school and for the admissions department. The original plan was to build the new welcome center at the corner of Academy Street and Acker Lane. However, the school decided to construct the new natatorium in that area and build the welcome center at 106 Thompson Street instead. The parcel is in the RS-5 residential zoning district, and the college would like to have it rezoned to the IC institutional district so that it will be compatible with the zoning of the rest of the campus.

A few changes are planned to the building and site to accommodate the proposed welcome center use:

1. Change the current attached garage into a reception area.
2. Improve egress from the basement via a small addition to the sun porch.
3. Repave the driveway to provide barrier-free access.
4. Remove the current parking area north of the building and replace it with a landscaped greenspace.

The building is on the historic registry. The college has agreed to work with the city’s Historic Preservation Coordinator on any exterior improvements to ensure that it complies with historic standards. A new parking lot is being created on the vacant lot to the south of the subject parcel for the welcome center, which was included in the current Campus Master Plan for the school.

The Campus Master Plan is being amended to add the subject parcel and to identify the new welcome center use in the building. Such changes are defined in the city Zoning Ordinance as a “Minor Deviation” to the Campus Master Plan. These types of changes are reviewed and approved by the City Planner, and City Commission review and approval is not required. At the same time, the college has requested to make three other minor deviations to its plan as follows:

1. The new natatorium facility will replace the existing natatorium located at the corner of Academy Street and Acker Lane. The current Campus Master Plan called for the new natatorium to be built on Catherine Street, but instead the new wellness center is currently being constructed at that location.
2. Catherine Street will not be vacated and closed as identified in the current Campus Master Plan.
3. Acker Lane will not be changed from one-way traffic to two-way traffic as identified in the current Campus Master Plan.

The City Planner has approved all four of the proposed minor deviations to the Kalamazoo College Campus Master Plan. The City Commission is not required to review and approve minor deviations; they are provided in this report for information purposes in connection with the rezoning request. The West Main Hill Neighborhood Association and the Stuart Area Restoration Association have both reviewed the proposed changes and provided support for them.

COMMUNITY RESOURCES CONSULTED

The notice of the public hearing held by the Planning Commission for the rezoning request was published in the Kalamazoo Gazette two weeks prior to the meeting, and notices were mailed to all property owners and occupants located within a 300-foot radius of the parcel for the rezoning. The West Main Hill Neighborhood Association was also notified of the public hearing. The same notification process will be conducted for the public hearing that will be held by the City Commission. The Planning Commission voted unanimously to recommend to the City Commission to approve the rezoning request.

The West Main Hill Neighborhood Association and the Stuart Area Restoration Association previously reviewed the proposed Campus Master Plan changes and provided support for them.

FISCAL IMPACT

There will be no fiscal impact to the city as a result of the rezoning of the subject parcel. It is currently owned by Kalamazoo College and is not on the tax roll.

ALTERNATIVES

The City Commission has the option of not rezoning the subject parcel. Rezoning it as specified will place the parcel in the same zoning district as all of the other property owned by Kalamazoo College. It is recommended that the rezoning be approved.

ATTACHMENTS:

	Type	Description
🗋	Aerial Photo	Aerial
🗋	Map – Proposed Zoning	Proposed zoning
🗋	Map - Existing Land Use	Existing land use
🗋	Map – Future Land Use	Future land use
🗋	Correspondence	Support letters
🗋	Ordinances	Ordinance
🗋	Map	Map for ordinance
🗋	Minutes	Planning Commission Minutes

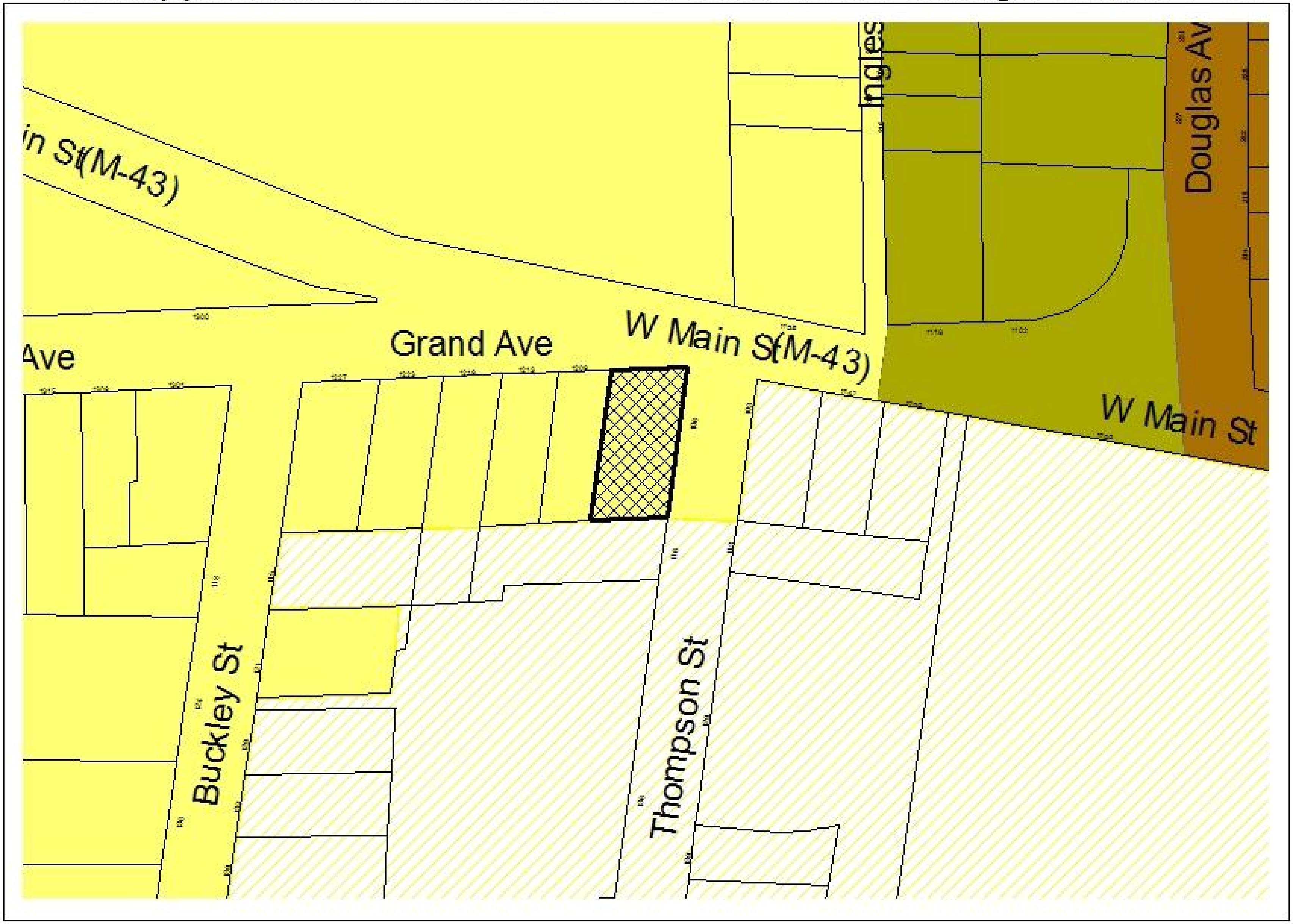
P. C. #2016.08 - 106 Thompson St.
Rezone from Zone RS-5 (Residential Single Dwelling) to Zone IC (Institutional Campus)
and approve an amendment to the Kalamazoo College Master Plan

REZONE FROM ZONE RS-5 TO ZONE IC
AND APPROVE AN AMENDMENT TO THE
KALAMAZOO COLLEGE CAMPUS MASTER PLAN

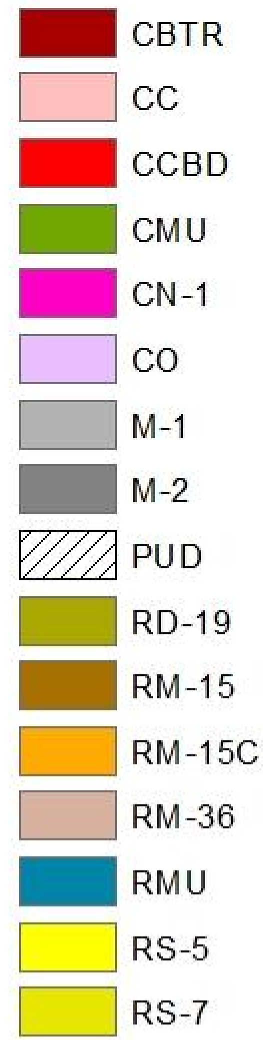
0 62.5 125 250 Feet

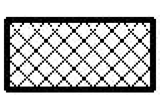
N

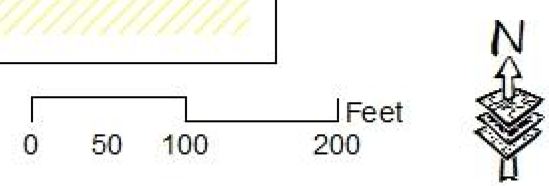
P. C. #2016.08 - 106 Thompson St.
Rezone from Zone RS-5 (Residential Single Dwelling) to Zone IC (Institutional Campus) and approve an amendment to the Kalamazoo College Master Plan



CURRENT ZONING







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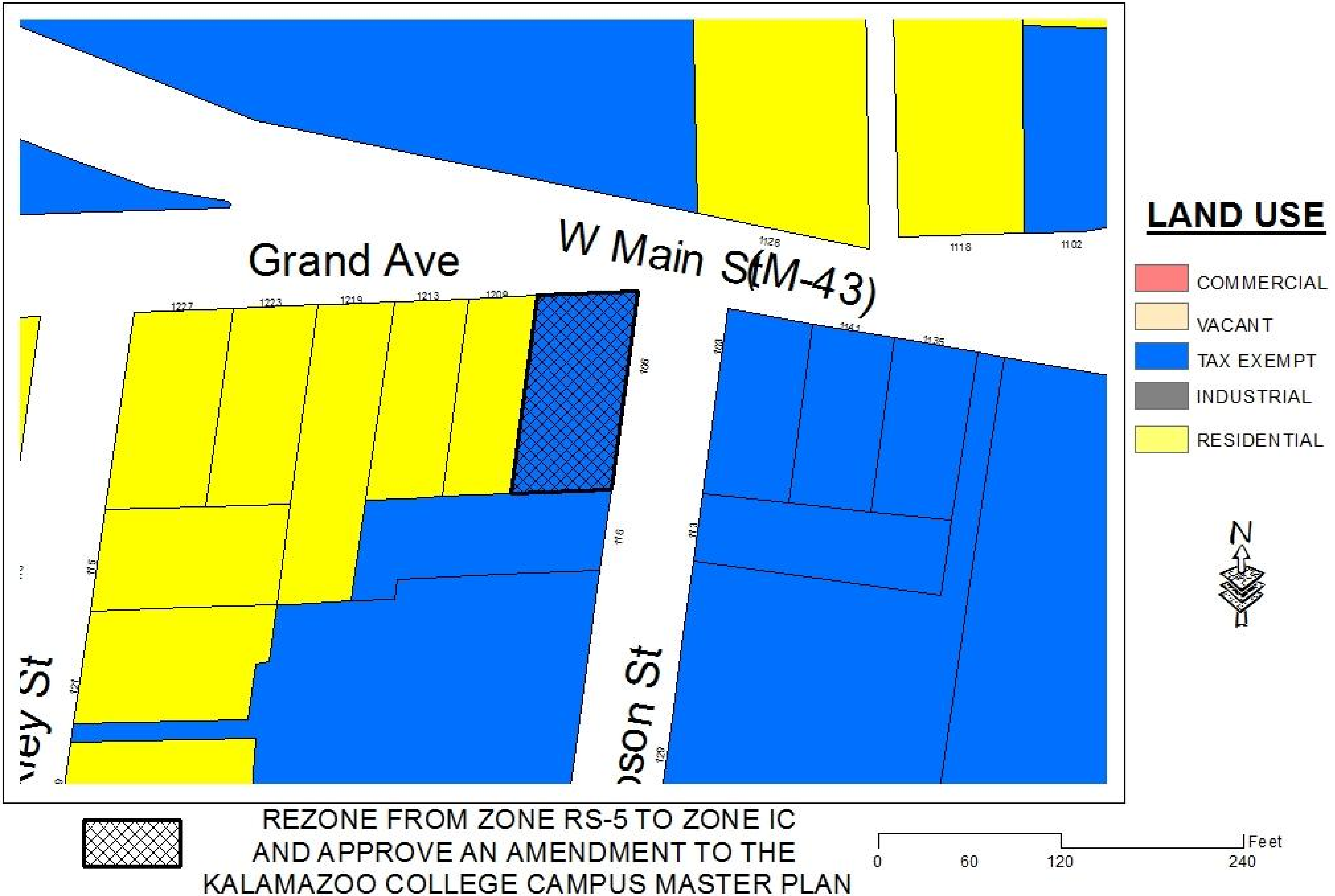
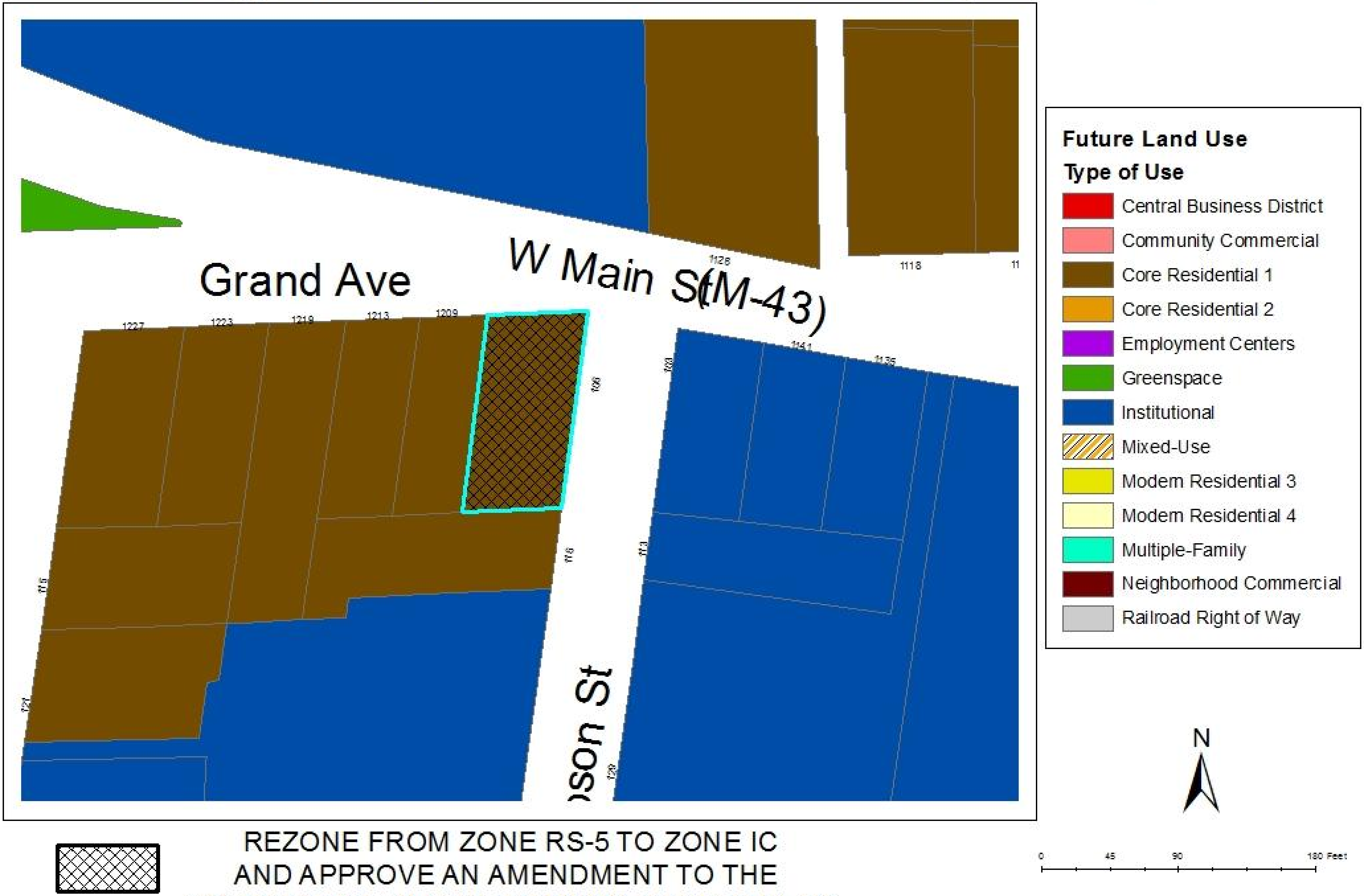


P. C. #2016.08 - 106 Thompson St.
Rezone from Zone RS-5 (Residential Single Dwelling) to Zone IC (Institutional Campus) and approve an amendment to the Kalamazoo College Master Plan



REZONE FROM ZONE RS-5 TO ZONE IC
AND APPROVE AN AMENDMENT TO THE
KALAMAZOO COLLEGE CAMPUS MASTER PLAN

ATTACHMENT 2

STUART AREA RESTORATION ASSOCIATION
530 South Douglas Avenue, Kalamazoo, MI 49007 • 269/344.7432
www.stuartneighborhood.org • info@stuartneighborhood.org

June 13, 2014

Rob Bauckham
Assistant City Planner, Site Plan Review
Community Planning & Development Department
City of Kalamazoo
415 Stockbridge Avenue
Kalamazoo, MI 49001

Dear Rob:

Subject: Kalamazoo College proposed amendment

On June 10, Jim VanSweden from Kalamazoo College came to the Stuart Area Restoration Association board meeting and presented Kalamazoo College's proposed amendment to its master plan. Before the meeting, we published a short article in our June newsletter by Jim about the amendment and a notice that we would be discussing this topic at our June board meeting. Vice Mayor David Anderson also attended and took part in this meeting.

After hearing Jim's presentation and discussing it, the board voted unanimously to support it.

Regards,

Max Tibbitts
Chair
Stuart Neighborhood Association

Copy to:

Jim VanSweden
Office of College Communication
Kalamazoo College
1200 Academy Street
Kalamazoo, MI 49006

ATTACHMENT 1

1631 Grand Ave.
Kalamazoo, MI 49006
269-998-7574
July 2nd, 2014

Robert Bauckham
Assistant City Planner
City of Kalamazoo
415 Stockbridge Ave.
Kalamazoo, MI 49001

Dear Mr. Bauckham,

Please note the following resolution, which was passed by the West Main Hill Neighborhood Association Board of Directors last Tuesday, June 24th, 2014. This regards Kalamazoo College's proposal to amend its master plan in order to relocate its proposed natatorium from the location originally approved.

The West Main Hill Neighborhood Association supports the three changes contained in Kalamazoo College's proposed Amendment to its current Institutional Master Plan. However, given that the proposed Amendment, if approved, will result in even fewer campus parking spaces – 24 by our calculation – we request that the Kalamazoo City Planner strongly urge the College to take timely action to address its campus parking shortage that continues to result in its employees, visitors, and students parking on neighborhood streets interfering with residents' ability to provide parking to their visitors during the day.

Feel free to contact me if you have any questions regarding our position.

Sincerely,

Mark Sloan, President
WMHNA Board of Directors

CC: Jim VanSweden, Kalamazoo College

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

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Under Section 1.8.E. the Zone District Map described in Section 1.8.A. is amended as follows:

The land area hereinafter described to be rezoned from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District).

That area of land in Section 20 of the City of Kalamazoo, County of Kalamazoo, State of Michigan, commonly referred to as 106 Thompson Street, and more fully described as:

> *Commencing at the Northeast corner of Lot 22 of the University Addition to the Village of Kalamazoo, now City of Kalamazoo; thence South along said East line of said Lot a distance of 8 rods; thence West parallel with the South line of Grand Avenue 4 rods to the West line of said Lot 22; thence North along the West line of said Lot 8 rods to the South line of Grand Avenue; thence East thereon 4 rods to the place of beginning; according to the plat thereof as recorded in Liber 1 of Plats, page 9, Kalamazoo County Records. Parcel ID: 3906-16-378-022*

A map identifying the land area is also attached.

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.

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 ______________________________, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act, and furthermore, said ordinance was duly recorded, posted, and authenticated by the Mayor and City Clerk as provided by the Charter of said City.

Bobby J. Hopewell, Mayor

Scott A. Borling, City Clerk

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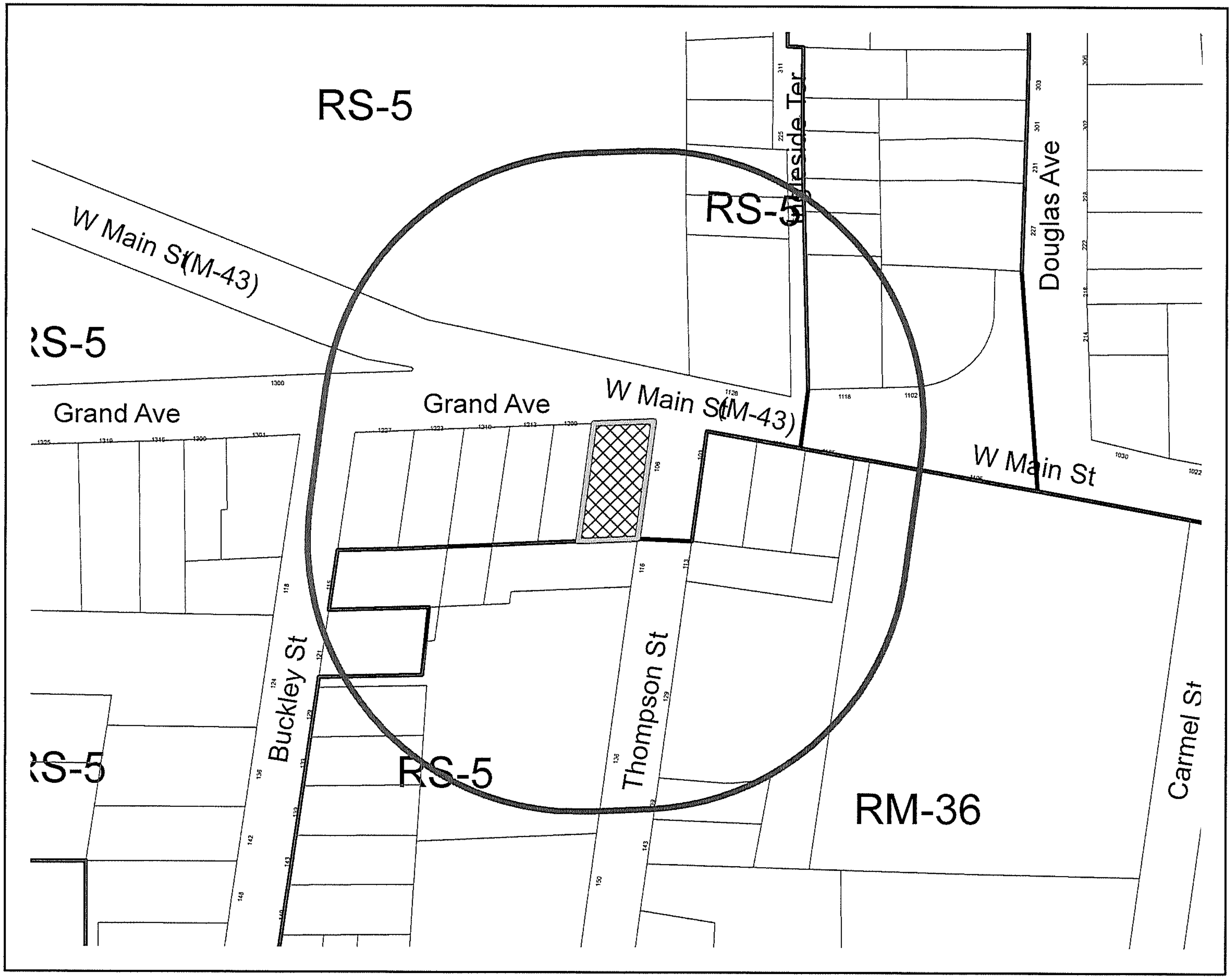
P. C. #2016.08 - 106 Thompson St.
Rezone from Zone RS-5 (Residential Single Dwelling) to Zone IC (Institutional Campus) and approve an amendment to the Kalamazoo College Master Plan



ZONING

M2 - MANUFACTURING, GENERAL
M1 - MANUFACTURING, LIMITED
CCBD - COMMERCIAL, CENTRAL BUSINESS
CBTR - COMMERCIAL, BUSINESS TECHNOLOGY AND RESEARCH
CC - COMMERCIAL, COMMUNITY
CNO-COMMERCIAL, NEIGHBORHOOD OFFICE
CN-1 - COMMERCIAL (LOCAL) NEIGHBORHOOD
CO - COMMERCIAL, OFFICE
RM-36 - RESIDENTIAL, MULTI-DWELLING
RM-15 - RESIDENTIAL, MULTI-DWELLING
RM-15C - RESIDENTIAL, MULTI-DWELLING CAMPUS AREA
RD-19 - RESIDENTIAL, DUPLEX
RS-7 - RESIDENTIAL, SINGLE-DWELLING
RS-5 - RESIDENTIAL, SINGLE-DWELLING

REZONE FROM ZONE RS-5 TO ZONE IC AND APPROVE AN AMENDMENT TO THE KALAMAZOO COLLEGE CAMPUS MASTER PLAN

0 100 200 400 Feet

Planning Commission meeting – June 2, 2016 (excerpt)

P.C. #2016.08: Request from Kalamazoo College to rezone 106 Thompson Street from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District). [Recommendation: motion to recommend to the City Commission to approve the rezoning.]

Planner Kik presented a staff report. This application is a request to rezone the parcel at 106 Thompson Street from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District). The parcel contains a two-story house with an attached garage that was most recently used as a bed and breakfast facility, and it is located in the West Main Hill Neighborhood. Kalamazoo College would like to use it as a new welcome center for the school as well as the admissions department. The college plans on a few changes to the building and site as follows: 1) change the current attached garage into a reception area, 2) improve egress from the basement via a small addition to the sun porch, 3) repave the driveway to provide better barrier-free access, and 4) the current parking area north of the building will be removed and replaced with a landscaped greenspace. This building is on the historic registry and the school has agreed to work with the city's Historic Preservation Coordinator on any exterior improvements. A new parking lot is being created on the vacant lot to the south of the subject parcel. City staff has made the following findings in regard to this request: 1) the proposed rezoning of the subject parcel is needed to allow Kalamazoo College to have its welcome center in the building, 2) it will place the subject parcel in the same zone as all the other property on the Kalamazoo College campus, 3) the proposed changes to the building will be in compliance with the requirements of the historic designation, and 4) the area neighborhood associations have provided support for the request.

Greg Diment and Paul Manstrom represented Kalamazoo College. Mr. Manstrom added that the plan is to put 18 offices into the building with office hours on Monday-Friday, 8:00 a.m. to 5:00 p.m. Commissioner Hall inquired as to if the new parking lot would be for students and faculty as well as the welcome center. Mr. Manstrom answered that the parking lot would be for the welcome center visitors and staff only. Commissioner Coss expressed concern with traffic in that area, especially along West Main Street, and asked if there would be some type of barrier along the roadside. Mr. Manstrom followed up that the only parking on this parcel would be barrier free parking; all other parking would be in the parcel to the south.

Four neighborhood residents including Robert Milne, Elizabeth Fitzgerald, Claire Milne and Matthew St. Peter spoke as to the feasibility of the building changes and if Kalamazoo College had the means to make the necessary changes. The residents had heard that because the building contains a lot of concrete, the renovations would be difficult and that the college does not have the means to do the work. With the rezoning they would then be free to make the building into something other than the welcome center. They would like to see a more concrete plan in place for renovations before the rezoning takes effect.

Commissioner Coss asked staff if the city engineers had reviewed these renovations. Planner Kik explained that normally a rezoning consideration comes before in depth studies of the building renovations. Commissioner Coss then asked about the concerns with something else being done with the building such as a coffee shop. Planner Kik responded that the college could do a coffee shop even without the rezoning. What the IC zoning would do is allow the college to have mixed uses that a campus would need. It is a comprehensive zone that allows for the different zonings needed by the college.

Mr. Diment stated that present staff has identified funding for this project and it will be recommended to the Kalamazoo College board next Sunday. The costs have been identified and the college would like to start the renovations this summer. Mr. Manstrom added that the schematic design is being worked on already. None of the issues presented are insurmountable. Most structural issues are not serious and are being addressed. Commissioner Coss inquired as to a timeline for the renovations. Mr. Manstrom replied that the college intends to occupy the building a year from now. Planner Kik added that the rezoning would be a recommendation to the City Commission and that there will be two more opportunities for comment with the City Commission.

Commissioner Cripe, supported by Commissioner Hall, moved to approve P.C. #2016.08: Request from Kalamazoo College to rezone 106 Thompson Street from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District). A motion was made to recommend to the City Commission to approve the rezoning. The motion was approved.

Commission Agenda Report
City of Kalamazoo

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

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

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

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

DATE: 6/28/2016

SUBJECT: Lease Contract for Six Light Duty Fleet Vehicles

RECOMMENDATION

It is recommended that the Commission approve an equity lease agreement between the City of Kalamazoo and Enterprise FM Trust for the leasing of six light duty fleet vehicles for a cost of $102,459.60 for 60 months including all maintenance and to authorize the City Manager to sign all documents on the City's behalf.

BACKGROUND

The City of Kalamazoo maintains a light duty vehicle fleet of approximately 88 vehicles including sedans, SUVs, pick-up trucks and vans. Optimized replacement intervals require capital expenditures that are constraining to most departmental budgets. Equity leasing enables optimized replacement intervals and consistent budgeting within achievable departmental budgetary constraints.

City staff have been meeting and studying fleet optimization techniques with a multi-departmental team in an effort to establish an increased level of service while reducing the budgetary burdens of a large fleet operation. The equity lease option is forecasted to be a promising alternative to conventional practices. Further study is under way to determine the positive impacts of predicted and budgeted maintenance and fuel costs as they relate to the equity lease program over a long term period with the entire fleet. This initial equity lease agreement recommendation is anticipated to be followed up with an increased scope recommendation for 2017.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

The funds for the equity lease agreement have been budgeted for within the vehicle replacement funds of water and wastewater.

ALTERNATIVES

An alternative to the equity lease agreement would be to fulfill the vehicle needs with direct purchases using the MiDeal program.

ATTACHMENTS:

	Type	Description
🗋	Agreement	Lease Agreement
🗋	Proposal	Equity Lease Rate Quotes
🗋	Agreement	Approval Letter

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ninth day of June, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:	City of Kalamazoo	LESSOR:	Enterprise FM Trust
		By:	Enterprise Fleet Management, Inc., its attorney in fact
	___________________________________		___________________________________
By:	Thomas C. Skrobola	By:	Adam Beattie
Title:	Chief Financial Officer	Title:	Director
Address:	241 West South Street Kalamazoo, MI 49007	Address:	29301 Grand River Avenue Farmington Hills, MI 48336
Date Signed:	______________________, _______	Date Signed	______________________, _______

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated the ninth day of June, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Kalamazoo

____

By: Thomas C. Skrobola
Title: Chief Financial Officer

Date Signed:______________________, _______

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

____

By: Adam Beattie
Title: Director

Date Signed:______________________, _______

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ninth day of June, 2016, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Kalamazoo (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

   Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE**: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

   Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement $6.50 per month per Card, plus a one time set-up fee of $0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Kalamazoo	EFM: Enterprise Fleet Management, Inc.
______________________________	______________________________
By: Thomas C. Skrobola	By: Adam Beattie
Title: Chief Financial Officer	Title: Director
Address: 241 West South Street Kalamazoo, MI 49007	Address: 29301 Grand River Avenue Farmington Hills, MI 48336
Date Signed:______________________, _______	Date Signed:______________________, ______

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ninth day of June, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Kalamazoo ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the ninth day of June, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Kalamazoo	EFM:	Enterprise Fleet Management, Inc.
	___________________________________		___________________________________
By:	Thomas C. Skrobola	By:	Adam Beattie
Title:	Chief Financial Officer	Title:	Director
Address:	241 West South Street Kalamazoo, MI 49007	Address:	29301 Grand River Avenue Farmington Hills, MI 48336
Attention:	______________________________	Attention:	______________________________
Facsimile No.:	______________________________	Facsimile No.:	______________________________
Date Signed:	______________________, _______	Date Signed	______________________, _______

Open-End (Equity) Lease Rate Quote

Quote No: 3230378

Prepared For: City of Kalamazoo

Date 06/13/2016
AE/AM JAW

Unit #
Year 2016 **Make** GMC **Model** Terrain
Series SLE-1 All-wheel Drive
Vehicle Order Type In-Stock **Term** 60 **State** MI **Customer#** 546393

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

$ 23,924.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** MI
$ 103.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 23,924.00		Total Capitalized Amount (Delivered Price)
$ 299.05		Depreciation Reserve @ 1.2500%
$ 91.82		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 390.87		**Total Monthly Rental Excluding Additional Services**

Order Information

Driver Name	
Exterior Color	
Interior Color	
Lic. Plate Type	Title Only
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment Liability Limit $0.00	
$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
$ 34.83	Full Maintenance Program[3] Contract Miles 40,000 Incl: # Brake Sets (1 set = 1 Axle) 0	OverMileage Charge $ 0.0550 Per Mile # Tires 0 Loaner Vehicle Not Included
$ 34.83	**Additional Services SubTotal**	
$ 0.00	Use Tax 6.0000%	**State** MI
$ 425.70	**Total Monthly Rental Including Additional Services**	
$ 5,981.00	Reduced Book Value at 60 Months	
$ 350.00	Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.
Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kalamazoo
BY X 2 **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Open-End (Equity) Lease Rate Quote

Quote No: 3230367

Prepared For: City of Kalamazoo

Date 06/13/2016
AE/AM JAW

Unit #
Year 2016 **Make** GMC **Model** Sierra 1500
Series Base 4x4 Regular Cab 8 ft. box 133 in. WB
Vehicle Order Type Ordered **Term** 60 **State** MI **Customer#** 546393

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

$ 24,244.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** MI
$ 103.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00	*	Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 24,244.00		Total Capitalized Amount (Delivered Price)
$ 303.05		Depreciation Reserve @ 1.2500%
$ 93.03		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 396.08		**Total Monthly Rental Excluding Additional Services**

Order Information

Driver Name	
Exterior Color	
Interior Color	
Lic. Plate Type	Title Only
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment Liability Limit $0.00	
$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
$ 35.69	Full Maintenance Program[3] Contract Miles 40,000	OverMileage Charge $ 0.0550 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0 Loaner Vehicle Not Included
$ 35.69	**Additional Services SubTotal**	
$ 0.00	Use Tax 6.0000%	**State** MI
$ 431.77	**Total Monthly Rental Including Additional Services**	
$ 6,061.00	Reduced Book Value at 60 Months	
$ 350.00	Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.
Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kalamazoo
BY X Z **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Open-End (Equity) Lease Rate Quote

Quote No: 3230367

Prepared For: City of Kalamazoo

Date 06/13/2016
AE/AM JAW

Unit #
Year 2016 **Make** GMC **Model** Sierra 1500
Series Base 4x4 Regular Cab 8 ft. box 133 in. WB
Vehicle Order Type Ordered **Term** 60 **State** MI **Customer#** 546393

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

$ 24,244.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** MI
$ 103.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00	*	Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 24,244.00		Total Capitalized Amount (Delivered Price)
$ 303.05		Depreciation Reserve @ 1.2500%
$ 93.03		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 396.08		**Total Monthly Rental Excluding Additional Services**

Order Information

Driver Name	
Exterior Color	
Interior Color	
Lic. Plate Type	Title Only
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 35.69 Full Maintenance Program[3] Contract Miles 40,000 — OverMileage Charge $ 0.0550 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 35.69	**Additional Services SubTotal**
$ 0.00	Use Tax 6.0000% **State** MI
$ 431.77	**Total Monthly Rental Including Additional Services**
$ 6,061.00	Reduced Book Value at 60 Months
$ 350.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.
Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kalamazoo x\
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Open-End (Equity) Lease Rate Quote

Quote No: 3230353

Prepared For: City of Kalamazoo

Date 06/13/2016
AE/AM JAW

Unit #
Year 2016 **Make** GMC **Model** Savana 2500
Series Work Van Rear-wheel Drive Cargo Van
Vehicle Order Type In-Stock **Term** 60 **State** MI **Customer#** 546393

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

$ 23,484.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** MI
$ 103.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 23,484.00		Total Capitalized Amount (Delivered Price)
$ 293.55		Depreciation Reserve @ 1.2500%
$ 90.16		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 383.71		**Total Monthly Rental Excluding Additional Services**

Order Information

Driver Name	
Exterior Color	
Interior Color	
Lic. Plate Type	Title Only
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment Liability Limit $0.00	
$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
$ 34.71	Full Maintenance Program[3] Contract Miles 40,000	OverMileage Charge $ 0.0550 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0 Loaner Vehicle Not Included
$ 34.71	**Additional Services SubTotal**	
$ 0.00	Use Tax 6.0000%	**State** MI
$ 418.42	**Total Monthly Rental Including Additional Services**	
$ 5,871.00	Reduced Book Value at 60 Months	
$ 350.00	Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.
Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Kalamazoo X /

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Lease Expiration/Termination Approval

Buyers of used vehicles do not always offer their highest price unless they know that they can have the vehicle immediately. Due to the time delay in seeking customer approvals, it also prevents our Remarketing Team from engaging multiple buyers in a simultaneous bidding process, which yields the highest sales price. In an ongoing effort to maximize the sales price for your returned vehicles, our procedure regarding resale approvals on lease expirations/terminations is the following:

When an open-end (Equity) lease vehicle is turned in for disposal, we will only seek your approval on the sale of your vehicle if the sale price is less than your vehicles' payoff. If the sale price is equal to or more than the vehicles' payoff we will automatically sell the vehicle for the highest bid we can negotiate.

Our Remarketing Team will continue to negotiate above average market bids and provide the utmost in customer service.

If you have any questions or concerns regarding this policy please do not hesitate to contact me. Otherwise, please sign below accepting this procedure.

Thank you for your business. We look forward to servicing you Fleet Management needs in the years to come.

Sincerely,

Enterprise Fleet Management

Signature:____

Printed Name:_______________________________________

Company Name:_____________________________________

Date:____

Commission Agenda Report

City of Kalamazoo

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

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

PREPARED BY: Sean Fletcher

DATE: 6/20/2016

SUBJECT: Approve the proposed location of the Abraham Lincoln statue in Bronson Park

RECOMMENDATION

It is recommended that the City Commission approve the location of the Abraham Lincoln Statue in Bronson Park.

BACKGROUND

The City Commission approved the placement of a statue of Abraham Lincoln in Bronson Park in December 2013, pending final approval of an exact location. The Kalamazoo Abraham Lincoln Project Steering Committee has been working steadily on plans for the statue. The location being proposed was submitted to the Parks & Recreation Director in May. The Parks Manager and Director have no concerns with the proposed location, and the location being proposed will not require any existing monuments, markers, plaques or memorials to be moved.

The Monuments, Markers, Plaques, and Memorials in City Parks policy is pending submission to the City Commission for adoption. This policy includes language regarding an Ad Hoc Committee to approve any monuments, markers, plaques, and memorials proposed for City parks. Additionally, the location of the statue is consistent with the recently approved Bronson Park Master Plan.

The Kalamazoo Abraham Lincoln Project Steering Committee has requested approval of a location so they can begin to secure funding for the project. Several grantors have indicated that without final approval of a site (by the City) they would not consider funding the project.

The Kalamazoo Abraham Lincoln Project Steering Committee will have to present more detailed information regarding the statue (size, composition, maintenance plan, endowment for repairs, etc.) to the Ad Hoc Committee prior to final approval from the City Commission.

COMMUNITY RESOURCES CONSULTED

The Ad Hoc Commitee (Monuments, Markers, Plaques, and Memorials in City Parks) was activated by the Parks & Recreation Director per the draft policy. The Ad Hoc Committee approved the site being proposed unanimously (6-0). The committee included City Planner Rebekah Kik, Andrew Haan from the Governor's Office, Beth McCann from the Greater Kalamazoo Arts Council, Christopher Wright from the Historic Preservation

Commission (Chair), and Meka Phillips from the Parks and Recreation Advisory Board (Chair).

FISCAL IMPACT

There is no fiscal impact to the City.

ALTERNATIVES

There is the alternative to not approve the proposed location, but that is not being recommended.

ATTACHMENTS:

	Type	Description
🗋	Background Material	Monuments, Markers, Plaques and Memorials Draft Policy
🗋	Map	Bronson Park Map - Lincoln Statue Location

Monuments, Markers, Plaques and Memorials in City Parks Policy
Created: 3/11/2015
Revised: DRAFT

I. PURPOSE:

The purpose of these guidelines is to:

Establish the objectives for the acceptance and placement of donated monuments, markers, sculptures, plaques and memorials in the City's park system.

Define the criteria the City will use in accepting and placing monuments, markers, plaques and memorials that individuals, groups and businesses would like to donate to the City.

Establish the application requirements for an individual group, or business requesting the placement of a monument, marker, sculpture, plaque or memorial in a City park.

Guide the City in determining the appropriate location for the proposed monument, sculpture, marker, plaque or memorial.

Ensure that the design, placement and appearance of the monument, marker, sculpture, plaque or memorial are consistent with the community interest, park function and the natural environment.

II. SCOPE:

The City of Kalamazoo (the "City") recognizes that its public parks are public forums for free expression activities. The City also recognizes that it may exercise its own government speech in certain situations.

On occasion the City receives requests by private persons or entities to allow the placement of a monument, marker, sculpture, plaque or memorial in a City park.

The City has an important interest in avoiding overcrowding, clutter, or saturation of City parks with donated monuments, sculptures, markers, plaques or memorials.

The City desires to set forth guidelines that will guide the City's decisions regarding whether to allow the placement in City parks of such monuments, markers, sculptures, plaques or memorials.

The City may exercise selectivity and place some, but not all, offered privately donated monuments, markers, sculptures, plaques and memorials in City parks. The final decision regarding whether to accept a particular monument, marker, sculpture, plaque or memorial will be made by the City's Parks and Recreation Director.

The City may select or place monuments, markers, sculpture, plaques or memorials that portray what the City believes is appropriate for the park in question, taking into account such factors as aesthetics, history, and local culture.

The City may prohibit privately donated monuments, markers, sculptures, plaques and memorials in City parks where conservation easements or identified conservation values require protecting the land in a predominantly undeveloped state.

III. **POLICY:** Monuments, markers, sculptures, plaques or memorials proposed for City parks shall:

Be consistent, in the City's judgment, with the intended purpose of the City's parks and their surrounding environment.

Enhance the landscape, recreational and cultural value of the City's parks.

Encourage community engagement in the enhancement of the City's park system.

The City desires to encourage donations of monuments, markers, sculptures, plaques or memorials while at the same time managing aesthetic impacts and mitigating on-going maintenance cost.

Acceptance Criteria:

The City will use the following criteria in the evaluation of proposed monuments, markers, sculptures, plaques and memorials:

No monument, marker, sculpture, plaque or memorial will be placed in a City park if the City feels it would not be reflective of community values.

Monuments, markers, sculptures, plaques or memorials will only be considered for placement by the City if they do one of the following:

a. Commemorate places or historical events of national or local significance.
b. Commemorate a community association and/or group that has contributed significantly to the City of Kalamazoo.
c. Commemorate a deceased individual who contributed significantly to the City of Kalamazoo.

The City may allow donors to place a small donor recognition plaque on the monument, marker, plaque or memorial. The City will determine the size of the donor recognition plaque.

The monument, marker, sculpture, plaque or memorial must have a logical connection to the specific site where it is to be placed.

The City reserves the right to determine when any park is at capacity with regard to the number of monuments, sculptures, markers, plaques or memorials.

Assessment and Approval Process:

The City and its citizens value parks and public lands. Therefore any request to add a monument, marker, sculpture, plaque or memorial will be carefully assessed to ensure that what is being proposed protects the integrity of the City's parks.

The assessment and approval process is as follows:

An individual, group or business proposing to place a monument, marker, sculpture, plaque or memorial in a City park must submit a detailed application to the City's Parks and Recreation Department. The applicant must provide the following information:

a. The design/structure/dimensions, etc. of the monument, marker, sculpture, plaque or memorial.
    i. A view in its finished condition or as a model.
    ii. A view of any inscriptions or pictures that may appear on the monument, marker, sculpture, plaque or memorial.
    iii. Materials used to construct the monument, marker, sculpture, plaque or memorial, which must be of high quality to ensure a

long life, and be resistant to the elements, wear and tear, and to acts of vandalism.

b. The suggested location of the monument, marker, sculpture, plaque or memorial.
    i. Public input regarding the placement of a monument, marker, sculpture, plaque or memorial at a particular location may be required by the City.

c. If construction is required a proposed time frame for the construction to begin and end must be provided.

d. A detailed explanation of how the proposed monument, marker, sculpture, plaque or memorial meets the objectives and criteria of this policy.

e. A detailed plan to maintain the proposed monument, marker, sculpture, plaque or memorial.

The Parks & Recreation Department Director shall appoint and chair an Ad Hoc Committee with representation (1 from each) from the Kalamazoo County Public Art Commission, Parks and Recreation Advisory Board, Community Planning & Development Department, City Resident, and Historic Preservation Commission which will review the application to determine if the proposed monument, marker, sculpture, plaque or memorial meets the criteria and objectives of this policy.

The Parks & Recreation Department and Ad Hoc Committee will not consider the proposed monument, marker, sculpture, plaque or memorial if it does not meet the stated objectives and criteria of these guidelines.

The Parks & Recreation Department and Ad Hoc Committee will determine the appropriate location for the proposed monument, marker, sculpture, plaque or memorial in consultation with the applicant. The location may be different than what the applicant proposed.

The Parks & Recreation Department and Ad Hoc Committee will ensure that the design of the monument, marker, sculpture, plaque or memorial respects the natural environment of the park in which it will be located. It will also ensure that maintenance and operating implications of the design will be considered before approval.

a. The City also has an interest in ensuring that on-going maintenance costs associated with the monument, marker, sculpture, plaque or memorial will not negatively impact the resources available for maintenance of City parks. Therefore, the group or individual placing the monument, marker, sculpture, plaque or memorial will be responsible for maintenance.

If the Parks & Recreation Department and Ad Hoc Committee approves the proposed monument, marker, sculpture, plaque or memorial, the applicant shall construct and install the monument, marker, plaque or memorial and must agree to pay the full cost of designing, building and installing the monument, marker, sculpture, plaque or memorial. The applicant will also be responsible for future repair and maintenance of the monument, marker, plaque or memorial and shall pay the cost of such repair and maintenance within timelines established by the Parks & Recreation Department.

The applicant must furnish acceptable insurance coverage or appropriate bonding during the construction period and may be required to procure insurance for as long as the monument, marker, sculpture, plaque or memorial resides on City property.

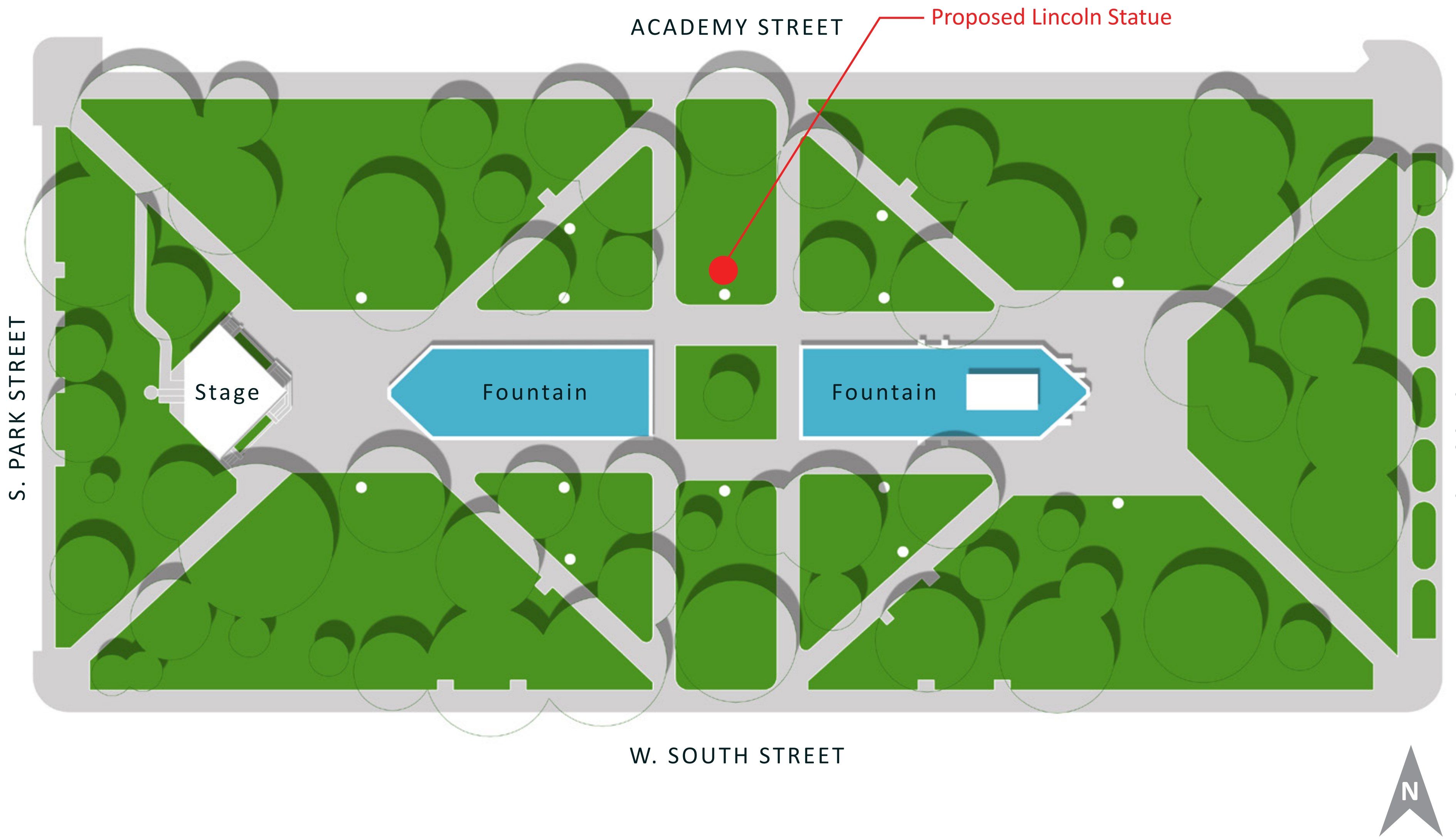
Once the monument, marker, sculpture, plaque or memorial has been constructed and installed on City property, it will be deemed as donated to the City and the City will own the monument, marker, sculpture, plaque or memorial until such time that it is removed from City property.

If the monument, marker, sculpture, plaque or memorial is not maintained, becomes damaged or destroyed, the donor shall repair or replace it within six months. If the donor lacks the necessary funds or resources to repair or replace the monument, marker, sculpture, plaque or memorial within such six-month period, the applicant, subject to applicable legal restrictions, shall, unless otherwise directed by the City, remove the monument, marker, plaque or memorial within 30 days after the City gives, at the last known address of the donor, notice of damage or destruction, and the donor shall pay the cost of removal. If the monument, marker, sculpture, plaque or memorial is not removed by the donor within 60 days of such notice, the City may dispose of the monument, marker, sculpture, plaque or memorial based on then current City policies and procedures.

Removal and/or Relocation Process:

This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated monuments, markers, sculptures, plaques or memorials when (a) they interfere with the site safety, maintenance or construction activities, (b) become unsightly due to vandalism or lack of maintenance and repair, or (c) if the law changes such that the monument, marker, sculpture, plaque or memorial or its message would be treated solely as the speech of a private person rather than the governmental speech of the City, (d) when a park master plan is completed that includes moving a monument, marker, sculpture, plaque or memorial and/or if a move is required for aesthetic reasons (with Ad Hoc Committee Approval). The City will send a registered letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken.

In the event a monument, marker, sculpture, plaque or memorial must be permanently removed from its current location, the City will seek an alternative location consistent with these guidelines. If no such location can be found, the information contained on the monument, marker, plaque or memorial may be, at the donor's request, located on a memorial plaque set aside for this purpose at a designated location.



Bronson Park

200 W. South Street

Commission Agenda Report
City of Kalamazoo

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

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

PREPARED BY: Sean Fletcher

DATE: 6/22/2016

SUBJECT: Accept a $100,000.00 grant from the Kalamazoo Community foundation for the Bronson Park 21st Century Campaign.

RECOMMENDATION

It is recommended that the City Commission accept a grant from the Kalamazoo Community Foundation in the amount of $100,000.00 for the Bronson Park 21st Century Campaign.

BACKGROUND

A master plan was completed for Bronson Park in September 2015. The plan includes many improvements for the park that will keep it safe and vibrant for many years to come.

Fundraising for the park is currently in the "quiet phase". The grant received from the Community Foundation is the most significant donation to date, with other large donations expected. The goal for fundraising is $2.8 million dollars. Improvements to the park will begin once all the funds have been raised.

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVES

There is the alternative to not accept the grant from the Community Foundation, but that is not being recommended.

Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Teresa T. Johnson, CPPB, Deputy Public Services Director

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

DATE: 6/23/2016

SUBJECT: Consumers Energy Easement at Edgemoor Storage Facility

RECOMMENDATION

It is recommended that the City Commission approve and accept the easement with Consumers Energy for an underground pipeline; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND

The City of Kalamazoo allows the use of the water systems elevated storage facilities by various cell providers for the installation of cell antennas. One of these providers, T-Mobile, wishes to upgrade their equipment located at the Edgemoor Storage Facility, located at 1313 Edgemoor Avenue in the City of Kalamazoo. The upgrade requires an additional pipeline to be installed by Consumers Energy to provide power to an emergency generator. With the additional pipeline, Consumers Energy is required to have an easement with the City of Kalamazoo for the installation of a public utility on City of Kalamazoo Property.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

The City of Kalamazoo will receive $1 for consideration for the grant of the easement.

ALTERNATIVES

While the City Commission could decline to authorize the City Manager to execute this agreement, doing so is not recommended.

ATTACHMENTS:

	Type	Description
🗋	Agreement	Easement Agreement

EASEMENT FOR PIPELINES

SAP# 1032965889
Design# 10673656
Agreement# MI00000022698

CITY OF KALAMAZOO, a Michigan municipal corporation, 241 West South Street, Kalamazoo, Michigan 49007 (hereinafter "Owner")

for $1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Kalamazoo, County of Kalamazoo, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

<u>Additional Work Space</u>: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

<u>Access</u>: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

<u>Trees and Other Vegetation</u>: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

<u>Buildings/Structures</u>: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: ______________________________

Owner: CITY OF KALAMAZOO, a Michigan municipal corporation

____
By: Jim Ritsema
Its: City Manager

Acknowledgment

The foregoing instrument was acknowledged before me in ______________________________ County, Michigan,

on ______________________________ by Jim Ritsema, City Manager of the City of Kalamazoo, a Michigan municipal
Date Print Owner's Name(s)

corporation, on behalf of the corporation ______________________________.

____
Notary Public
______________________________County, Michigan
Acting in ______________________________ County
My Commission expires: ______________________________

____
Notary Stamp (Place above line)

Prepared By: Wanda J. Woloszyn 4/21/2016
Consumers Energy Company
One Energy Plaza
Jackson, Michigan 49201

After recording, return to:
Carrie Main, EP7-471
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Tax Parcel No.: 06-28-342-002

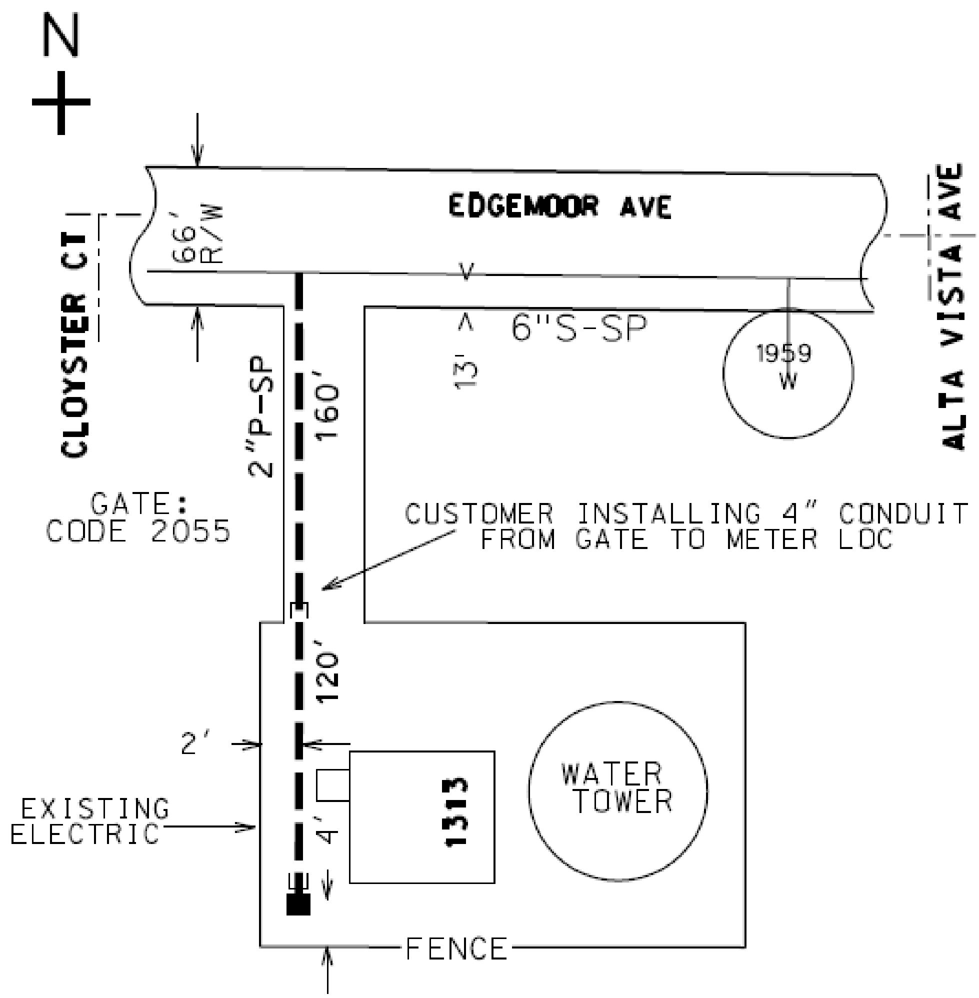
A parcel of land in the Southwest ¼ of Section 28, Town 2 South, Range 11 West, City of Kalamazoo, Kalamazoo County, Michigan, described as: Beginning at a point on the southern line of Edgemoor Avenue, said point being 636.5 feet Northerly of the south City limits (which is the south east and west eighth line) and 661.17 feet westerly of the North and South quarter line of Section 28; running thence southerly 264 feet on a line passing through the point of beginning and a point on the south city limits (southeast and west eighth line of Section 28) which 660.1 feet West of the southeast corner of the northeast one quarter of the southwest ¼ of said Section 28; thence Easterly 120.0 feet on a line parallel with the southerly line of Edgemoor Avenue; thence Northerly 120 feet on a line parallel to the line that passes through the point of beginning and the point on the south east and west eighth line of Section 28, which is 660.10 feet west of the southeast corner of the northeast ¼ of the southwest ¼ of Section 28; thence westerly on a line parallel with the southerly line of Edgemoor Avenue to a point that is 15 feet easterly of the line that passes through the point of beginning and a point on the south east and west eighth line of Section 28, which is 660.10 feet west of the southeast corner of the northeast ¼ of the southwest ¼ of Section 28; thence northerly 144.0 feet to the southerly line of Edgemoor Avenue; thence westerly 15.0 feet on the Southerly line of Edgemoor Avenue to the place of beginning.

Commonly known as: 1233 Edgemoor Ave., Kalamazoo, Michigan 49008

EXHIBIT B

Easement Area

A 12 foot-wide strip of land, being 6 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 6/27/2016

SUBJECT: Approval of City Commission Minutes

RECOMMENDATION

It is recommended that the City Commission approve the minutes from its meetings on June 20, 2016.

ATTACHMENTS:

Type	Description
Minutes	June 20, 2016 Neighborhood Meeting Minutes
Minutes	June 20, 2016 Business Meeting Minutes

A neighborhood meeting of the Kalamazoo City Commission was held on Monday, June 20, 2016 at 6:00 p.m. in the Community Room at City Hall, 241 W. South Street.

Roll Call

COMMISSIONERS PRESENT: Mayor Bobby J. Hopewell
Vice Mayor Don Cooney
David Anderson
Erin Knott
Shannon Sykes

COMMISSIONERS ABSENT: Matt Milcarek
Jack Urban

Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.

Commissioners Excused

Commissioner Sykes, seconded by Vice Mayor Cooney, moved to excuse the absences of Commissioners Milcarek and Urban. With a voice vote the motion passed.

Communications

An opportunity was given for miscellaneous communications, but no communications were offered.

Neighborhood Communications

Neighborhood communications were received next.

Representatives from the following neighborhood associations were present and addressed the City Commission:

<u>Stuart Area Restoration Association</u>
Max Tibbitts, Chair
Dana Underwood, Treasurer

Stuart Area Restoration Association

The Stuart Area Restoration Association representatives:

- reported changes made to the bylaws at the Association's annual meeting.

- described how administrative responsibilities had been distributed among board members in the absence of an Executive Director.

- stated a vacant lot in the Old Orchard/Allen Boulevard area had been donated to the Association and indicated the Association was considering conveyed the lot to a party who was in the process of purchasing the home next door.

- thanked Commissioner Anderson for his assistance in getting "Children at Play" signs installed in the neighborhood.

- discussed the Association's efforts to clean up the titles of properties they owned in the Stuart Avenue/North Street area.

- thanked the City for rehabbing the fire house at the corner of North Street and Douglas Avenue.

Stuart Area Restoration Association (cont'd)

- expressed excitement that the Jay Rhoades Building would demolished soon.

- announced the Association would be holding a members-only meeting on June 28th to decide on whether the Association would continue to accept grant funding from the City.

- reported on the volunteer hours donated to the Association.

In response to a question from Commissioner Anderson, Mr. Tibbitts stated the Jay Rhoades Building was currently owned by the Kalamazoo County Land Bank Authority through the tax foreclosure process.

Citizen Comments

When an opportunity was given for general citizen comments, the following people addressed the City Commission:

Nina Boismier, City resident, asked when the pile of rubble at the corner of Portage and Bryant would be removed and when code enforcement action would be initiated.

Commissioner Comments

An opportunity was given for miscellaneous comments by City Commissioners, but no comments were offered.

Adjournment

The meeting adjourned at 6:17 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on July 5, 2016

Approved by: ______________________________
Bobby J. Hopewell, Mayor
Dated: July 5, 2016

A business meeting of the Kalamazoo City Commission was held on Monday, June 20, 2016 at 7:00 p.m. in the City Commission Chambers at City Hall, 241 W. South Street.

Roll Call

COMMISSIONERS PRESENT: Mayor Bobby Hopewell
Vice Mayor Don Cooney
David Anderson
Erin Knott
Shannon Sykes

COMMISSIONERS ABSENT: Matt Milcarek
Jack Urban

Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.

Commissioners Excused

Commissioner Anderson, seconded by Vice Mayor Cooney, moved to excuse the absences of Commissioners Milcarek and Urban. With a voice vote the motion passed.

Invocation/Pledge

The invocation, given by Pastor Ken Smeader, Kalamazoo Missionary Church, was followed by the Pledge of Allegiance.

Proclamations

Vice Mayor Cooney read a proclamation recognizing the *150th Anniversary of Temple B'Nai Israel*. Rabbi Matthew Zerwekh and Joan Hawxhurst, President, received the proclamation.

Adoption of the Agenda

By unanimous consent the City Commission adopted its meeting agenda as presented.

Consent Agenda

Consent Agenda items were presented as follows with a recommendation to approve the items and authorize the City Manager to sign on behalf of the City:

- first reading of an ordinance to rezone 106 Thompson Street from Zone RS-5 (Residential, Single-Dwelling District) to Zone IC (Institutional, Campus District) and schedule a public hearing for July 5, 2016.

- acceptance of a donation in the amount of $60,000 from William Johnston for the Summer Youth Employment Program.

- designation of Financial Services Manager Melissa Fuller as the City's Purchasing Agent effective immediately.

- approval of an amendment to the fireworks permit for the Kalamazoo Growlers to change the last display date of the season from Tuesday, July 26th to Friday, July 29th.

- approval of the following appointments and re-appointments to boards and commissions:

Consent Agenda (cont'd)

- the appointment of **Adam Roth** to the Community Development Act Advisory Committee as an at-large member for a term expiring on March 31, 2017;

- the re-appointment of **John Johnson** to the Parks and Recreation Advisory Board for a term expiring on January 1, 2019; and

- the re-appointment of **Meka Phillips** to the Parks and Recreation Advisory Board for a term expiring on January 1, 2017.

- approval of the minutes from the City Commission meetings on April 18, May 2, May 4, May 16, and June 6, 2016.

Commissioner Anderson, seconded by Commissioner Knott, moved to approve the consent agenda requests and authorize the City Manager to sign all documents on behalf of the City.

With a roll call vote this motion passed.

AYES: Commissioners Anderson, Knott, Sykes, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

City Manager's Report

City Manager Ritsema provided the following reports and updates:

- Departmental Reports and Project Updates
- *Inside the City* newsletter, June 2016 edition
- May 2016 Purchases

City Manager Ritsema introduced Melissa Fuller as the new Purchasing Agent and James Baker as the Public Services Director.

Citizen Comments

Next, when an opportunity was given for general citizen comments, the following citizens addressed the City Commission:

Corey Smith, City resident, spoke about crime and blight in the 500 block of Ada Street and questioned whether the City had abandoned those residents.

Commissioner Comments

Finally, an opportunity was given for miscellaneous comments and concerns of City Commissioners.

Commissioner Sykes thanked Mr. Smith for speaking and telling the Commission about his neighborhood.

Commissioner Anderson remarked on the donation from William Johnston for the Summer Youth Employment Program.

Vice Mayor Cooney thanked Mr. Smith for speaking and commented on the issue of gun violence.

Commissioner Comments (cont'd)

Mayor Hopewell spoke about the challenges in addressing blight and violence. Mayor Hopewell expressed frustration at the lack of action by the state and federal legislature to enact gun control. Mayor Hopewell acknowledged the death of Mr. James Dunnigan.

In response to a question from Mayor Hopewell, City Manager Ritsema stated Public Safety Officers were doing everything within their power to address crime in the Ada/Florence area.

Closed Session

Commissioner Knott, seconded by Commissioner Sykes, moved that the City Commission go into closed session to discuss labor negotiations.

Prior to a vote on the motion, Mayor Hopewell indicated the City Commission would not return to open session following the closed session.

With a roll call vote this motion passed.

AYES: Commissioners Anderson, Knott, Sykes, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

Adjournment

The meeting adjourned at 8:24 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on July 5, 2016

Approved by: ______________________________
Bobby J. Hopewell, Mayor
Dated: July 5, 2016

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