Agenda
Regular Meeting of the City Commission

City of Kalamazoo

Tuesday, September 6, 2016 7:00 PM

City Commission Chambers - 241 W. South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: **Chaplain Mike Kemple, Lighthouse on Eleventh**
2. Pledge of Allegiance
3. Introduction of Guests
    a. Update from the Central County Transportation Authority (Linda Teeter, Chairperson)
    b. Report on the LaCrone Park Supervised Playground Program
4. Proclamations
    a. Kalamazoo Drop-In Child Care Center 25th Anniversary

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve Items "1-13" and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a one-year contract extension with Alexander Chemical Corporation for the purchase of sodium hypochlorite in the amount of $176,800.

2. Adoption of a RESOLUTION designating James J. Baker, PE, as the Street Administrator for the City of Kalamazoo.

3. Adoption of Resolutions #1, 2, and 3 for the purpose of approving the 2015 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of $15.848. The adoption of Resolution 3 schedules a public hearing for October 17, 2016.

4. Adoption of a RESOLUTION recognizing Heritage Community of Kalamazoo as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

5. Adoption of a RESOLUTION recognizing Kalamazoo Friends of Recreation as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

6. Adoption of a RESOLUTION recognizing the Corporal Christopher Kelly Willis Foundation as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

7. Approval of a two-year agreement with the Central County Transportation Authority for the City to provide dedicated Public Safety services at the Kalamazoo Transportation Center.

8. Authorization for the City Manager execute a lease with the Central County Transportation Authority for four (4) parcels of land currently used by the City for Metro Transit operations. This lease has been drafted under the terms of the Comprehensive Transition Agreement to facilitate the transfer of Metro Transit operations to the Authority.

9. Authorization for the City Manager to sign a "Uniform Video Service Local Franchise Agreement" with Comcast of Michigan I, LLC, d/b/a Comcast.

10. Adoption of amendments to the FY2016 Budget.

11. Approval of an Ingress and Egress Easement Agreement with Youth for Christ of the Kalamazoo Area at 122 West Crosstown Parkway.

12. Approval of the minutes from the City Commission meetings on July 28, August 1, and August 15, 2016.

13. Approval of a special permit for a miniature pig to be kept at 517 Walnut Court, subject to compliance with applicable statutes, ordinances and health codes.

G. REGULAR AGENDA

1. Adoption of a RESOLUTION supporting the creation of a Complete Streets Policy by April 2017. **(Action: Motion to adopt the resolution)**

2. Adoption of an ORDINANCE to amend Sections 36-99 and 36-100 of the Kalamazoo City Code to provide that motorists provide a minimum 3 foot distance when overtaking and passing a bicyclist. **(Action: Motion to adopt the ordinance)**

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

1. Adoption of a RESOLUTION supporting legislative efforts calling for the Governor and Attorney General to shut down the twin Enbridge pipelines that run beneath the Straits of Mackinaw. **(Action: Motion to adopt the resolution)**

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS AND CONCERNS BY COMMISSIONERS

N. CLOSED SESSION

1. Closed session to discuss material exempt from discussion or disclosure by state or federal statute. **(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: 8/26/2016

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	20160906 CalendarOfMeetings

Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

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

September 19th and October 3rd

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

September 19th

Advisory Boards, Commissions and Committees (next two weeks)

CANCELED ~~The **Traffic Board** will meet on Thursday, September 8, 2016 at 4:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.~~

The **Community Development Act Advisory Committee** will meet on Thursday, September 8, 2016 at 6:30 p.m., in the Community Room at City Hall.

The **Zoning Board of Appeals** will meet on Thursday, September 8, 2016 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, September 13, 2016 at 7:00 p.m., in the Community Room at City Hall.

The **Economic Development Corporation** will meet on Thursday, September 15, 2016 at 7:30 a.m., in the Community Room at City Hall. The **Brownfield Redevelopment Authority** will meet immediately following.

The **Kalamazoo Municipal Golf Association** will meet on Thursday, September 15, 2016 at 5:30 p.m., in the clubhouse at Milham Park Golf Course, located at 4200 Lovers Lane.

The **Downtown Development Authority** will meet on Monday, September 19, 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: James J. Baker, Public Services Director

PREPARED BY: James Cornell, Wastewater Superintendent

DATE: 8/10/2016

SUBJECT: Sodium Hypochlorite Contract Extension

RECOMMENDATION

It is recommended that the City Commission approve a one-year contract extension for the purchase of 16% sodium hypochlorite, by volume, from Alexander Chemical Corporation of Downers Grove, Illinois. This Contract request is for 260,000 gallons/year at $0.68 per gallon for the amount of $176,800. This contract will run from October 1, 2016 to September 30, 2017.

BACKGROUND

Sodium Hypochlorite is a strong version of liquid household bleach and is an alternative to chlorine gas. It is used for the disinfection of the Kalamazoo Water Reclamation Plant (KWRP) effluent prior to discharging to the Kalamazoo River. Sodium Hypochlorite is currently being used to successfully disinfect the plant's effluent which is required by the State of Michigan. Sodium Hypochlorite is also used to do chemical cleans of the tertiary sand filters and to pre-chlorinate the tertiary influent flow to inhibit algae growth in the sand filters.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

This contract extension represents no price increase over last year. The 2016 portion from October 1st to December 31st is $44,200 which is already included in the 2016 Wastewater budget. Funds will be budgeted in the 2017 Wastewater budget in the amount of $132,600 for the 2017 portion of the contract.

ALTERNATIVES

Chlorine gas had been used exclusively at the KWRP since the mid 1950's. It has historically been a cheaper chemical for disinfection but possesses many inherent health and safety concerns. The advantages of hypochlorite are the ease of application and decreased risk to human health and safety through accidental release of gaseous chlorine to the atmosphere. If chlorine gas was used, there would be at least 6 one-ton cylinders in service, plus as many as 7 to 10 cylinders in reserve and on site at any given time. Sodium Hypochlorite is much easier and safer to transport and handle. Using hypochlorite liquid eliminates the hazards associated with gaseous chlorine. The KWRP has been using hypochlorite effectively in place of chlorine gas since June of 2006.

The KWRP could commission a study to investigate the feasibility of using ultraviolet (UV) light for disinfection to reduce the usage of sodium hypochlorite for disinfection. Installing an ultraviolet (UV) disinfection system would require a capital improvement project and would result in an increased amount of electricity used in the tertiary process. This alternative is not 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, MSM CPPB, Deputy Public Services Director

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

DATE: 8/22/2016

SUBJECT: Resolution to Assign James J. Baker, PE, as City of Kalamazoo Street Administrator

RECOMMENDATION

It is recommended that the City Commission adopt a resolution assigning James J. Baker, PE, as the City Street Administrator for the City of Kalamazoo.

BACKGROUND

The City has entered into a contract with the State of Michigan for Trunkline Maintenance through multiple year Municipal Maintenance Contracts. City participation in this contract ensures reimbursement for street maintenance and repair work, (i.e. snow and ice control, pot hole patching, street sweeping, etc.) performed on portions of State trunklines which run through out the City such as M-43, I-94, and US-131.

In order to submit periodic reports required by the Michigan Department of Transportation (MDOT), these reports need to be signed by the City's designated Street Administrator. The City of Kalamazoo Public Services director has historically been the designated Street Administrator since the trunkline maintenance contracts are overseen by Public Services staff.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

There is no fiscal impact for this change.

ALTERNATIVES

Historically, the designation has been the Public Services Director. Effective and efficient use of staff time would occur by designating James Baker as City Street Administrator.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Baker Street Administrator MDOT

Michigan Department
of Transportation
2012 (03/13)

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: 517-373-6266

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner ______________________________
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate ______________________________

______________________________ as the single Street Administrator for the City or Village of

______________________________ in all transactions with the State Transportation Department

as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner ______________________________

Yeas ______________________________

Nays ______________________________

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting

of the governing body of this municipality on the ______________________________ day of

____

CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS		DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS		DATE
ADDRESS OF CITY OR VILLAGE OFFICE			P.O.BOX
CITY OR VILLAGE		ZIP CODE	PHONE NUMBER

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: Brianna Clawson, Support Services Division Manager

DATE: 8/25/2016

SUBJECT: 2015 Kalamazoo Mall Maintenance Assessment

RECOMMENDATION

It is recommended that the City Commission adopt Resolutions #1, 2, and 3 for the purpose of approving the 2015 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of $15.848. Adoption of Resolution 3 schedules a public hearing for October 17, 2016.

BACKGROUND

Historically, property owners on the Kalamazoo Mall have been assessed a per front foot cost to cover expenses associated with annual sidewalk maintenance activities performed by the City of Kalamazoo. This cost varies from year to year mainly due to snow removal activities associated with the snow melt system on the Mall. The 2015 assessment reflects natural gas costs associated with the Mall's snow melt system.

This assessment was originally designed to cover expenses for general sidewalk maintenance which also includes sweeping and cleaning, litter control, and brick repair. Please note that this assessment does not cover expenses for turf maintenance, lighting, flower plantings, crosswalk area maintenance or holiday decorations.

COMMUNITY RESOURCES CONSULTED

In 1999, the City of Kalamazoo, property owners and Downtown Kalamazoo Incorporated, (DKI), reached an agreement designed to protect property owners from significant increases due to weather conditions as well as to ensure that the City of Kalamazoo recovers the true cost of performing this work. The agreement included the following:

1. There will be one rate for mall maintenance, rather than one rate for those properties fronting on the snow melt system and those without snow melt.
2. The assessed rate will be an average of the last three years of actual costs to perform this work or the actual cost for the year being assessed, should it be lower than the three year average.
3. If the actual cost for the year being assessed is greater than the three year average, DKI will cover the "shortfall", up to $15,000. The 2015 assessment will not require a subsidy from DKI.

FISCAL IMPACT

Per front foot costs and averages for Kalamazoo Mall sidewalk maintenance for the last three years are as follows:

	Actual Cost	**Three Year Average**
2013	$12.874	$13.117
2014	$19.892	$15.164
2015	$15.848	$16.205

Following the public hearing, assessment notices will be distributed in the amount of $15.848 per front foot for a total of $45,962.21.

This assessment will reimburse the General Fund for Mall maintenance activities performed during the 2015 season. It should be noted that this assessment roll represents only 32.64% of the 2015 Kalamazoo Mall Maintenance budget of $140,813.

ATTACHMENTS:

	Type	Description
🗋	Assessment Roll	2015 Mall Maintenance Roll No. 45
🗋	Resolution	2015 Mall Maintenance Resolution No. 1
🗋	Resolution	2015 Mall Maintenance Resolution No. 2
🗋	Resolution	2015 Mall Maintenance Resolution No. 3

2015 MALL MAINTENANCE ROLL #45
NORTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-340-201 225 N. Kalamazoo Mall	Downtown Development Authority 141 E. Michigan Avenue, Suite 501 Kalamazoo, MI 49007-3943		23.00	$	364.50
06-15-341-002 228 N. Kalamazoo Mall	Downtown Development Authority 141 E. Michigan Avenue, Suite 501 Kalamazoo, MI 49007-3943		20.00	$	316.96
06-15-341-004 251 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	130.79	$	2,072.74
06-15-341-291 252 N. Kalamazoo Mall	City of Kalamazoo Public Services 241 W. South Street Kalamazoo, MI 49007		9.86	$	156.26
06-15-341-292 250 N. Kalamazoo Mall	S & K Properties of Kalamazoo, LLC 5108 North 36th Street Richland, MI 49083		44.72	$	708.72
06-15-341-301 230 N. Kalamazoo Mall, #101 Unit 1 - 230 N Kalamazoo Mall Condos	CenturyTel Fiber Company II 931 14th Street, Suite 103 Denver, CO 80202		14.54	$	230.43
06-15-341-302 230 N. Kalamazoo Mall, #201 Unit 2 - 230 N Kalamazoo Mall Condos	Valda I. Karlsons & Robert J. Brown 2646 Springbrook Drive Kalamazoo, MI 49004		4.15	$	65.77
06-15-341-303 230 N. Kalamazoo Mall, #202 Unit 3 - 230 N Kalamazoo Mall Condos	Alanta Lary 230 N. Kalamazoo Mall, #202 Kalamazoo, MI 49007		4.85	$	76.86
06-15-341-304 230 N. Kalamazoo Mall, #203 Unit 4 - 230 N Kalamazoo Mall Condos	Bryan D. Carey 230 N. Kalamazoo Mall, #203 Kalamazoo, MI 49007		4.15	$	65.77
06-15-341-305 230 N. Kalamazoo Mall, #204 Unit 5 - 230 N Kalamazoo Mall Condos	Michael L. Willis 230 N. Kalamazoo Mall, #204 Kalamazoo, MI 49007		4.85	$	76.86
06-15-341-306 230 N. Kalamazoo Mall, #301 Unit 6 - 230 N Kalamazoo Mall Condos	Michael L. & Deborah M. Killarney 230 N. Kalamazoo Mall, #301 Kalamazoo, MI 49007		4.15	$	65.77
06-15-341-307 230 N. Kalamazoo Mall, #302 Unit 7 - 230 N Kalamazoo Mall Condos	Tom O'Brien Lisa Stech 230 N. Kalamazoo Mall, #302 Kalamazoo, MI 49007		4.85	$	76.86
06-15-341-308 230 N. Kalamazoo Mall, #303 Unit 8 - 230 N Kalamazoo Mall Condos	Jonathan Paul 230 N. Kalamazoo Mall, #303 Kalamazoo, MI 49007		3.46	$	54.83
06-15-341-309 230 N. Kalamazoo Mall, #304 Unit 9 - 230 N Kalamazoo Mall Condos	Darek L. Hoffman 230 N. Kalamazoo Mall, #304 Kalamazoo, MI 49007		4.85	$	76.86

2015 MALL MAINTENANCE ROLL #45
NORTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-341-310 230 N. Kalamazoo Mall, #401 Unit 10 - 230 N Kalamazoo Mall Condos	Richard & Joanne Stewart 230 N. Kalamazoo Mall, #401 Kalamazoo, MI 49007		8.99	$	142.47
06-15-341-311 230 N. Kalamazoo Mall, #402 Unit 11 - 230 N Kalamazoo Mall Condos	Beth A. McLaren, Trustee 230 N. Kalamazoo Mall, #402 Kalamazoo, MI 49007		10.38	$	164.50
06-15-346-001 224 N. Kalamazoo Mall	Downtown Development Authority 141 E. Michigan Avenue, Suite 501 Kalamazoo, MI 49007-3943		20.00	$	316.96
06-15-346-242 201 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	131.64	$	2,086.21
06-15-346-301 222 N. Kalamazoo Mall, #300 Unit 1 - Arcadia Condominiums	Matthew Mark Ross 222 N. Kalamazoo Mall, #300 Kalamazoo, MI 49007		3.91	$	61.96
06-15-346-302 222 N. Kalamazoo Mall, #310 Unit 2 - Arcadia Condominiums	Ronald A. Cleveland 222 N. Kalamazoo Mall, #310 Kalamazoo, MI 49007		2.95	$	46.75
06-15-346-303 222 N. Kalamazoo Mall, #320 Unit 3 - Arcadia Condominiums	Carol L. Hodges 222 N. Kalamazoo Mall, #320 Kalamazoo, MI 49007		4.31	$	68.30
06-15-346-304 222 N. Kalamazoo Mall, #330 Unit 4 - Arcadia Condominiums	David S. & Virginia H. Antoniotti 386 Summit Drive Kalamazoo, MI 49001		2.89	$	45.80
06-15-346-305 222 N. Kalamazoo Mall, #340 Unit 5 - Arcadia Condominiums	Nabil & Hessen Ghazal 222 N. Kalamazoo Mall, #340 Kalamazoo, MI 49007		3.66	$	58.00
06-15-346-306 222 N. Kalamazoo Mall, #350 Unit 6 - Arcadia Condominiums	Theodore Baird & Gianna Service 222 N. Kalamazoo Mall, #350 Kalamazoo, MI 49007		4.19	$	66.40
06-15-346-307 222 N. Kalamazoo Mall, #360 Unit 7 - Arcadia Condominiums	Scott R & Kimmie J Swope 222 N. Kalamazoo Mall, #360 Kalamazoo, MI 49007		2.91	$	46.12
06-15-346-308 222 N. Kalamazoo Mall, #370 Unit 8 - Arcadia Condominiums	James M Teeter 222 N. Kalamazoo Mall, #370 Kalamazoo, MI 49007		3.58	$	56.74
06-15-346-309 222 N. Kalamazoo Mall, #380 Unit 9 - Arcadia Condominiums	David Edwards 222 N. Kalamazoo Mall, #380 Kalamazoo, MI 49007		2.84	$	45.01
06-15-346-310 222 N. Kalamazoo Mall, #390 Unit 10 - Arcadia Condominiums	Whitney Kemerling 222 N. Kalamazoo Mall, #390 Kalamazoo, MI 49007		3.01	$	47.70

2015 MALL MAINTENANCE ROLL #45
NORTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-346-311 222 N. Kalamazoo Mall, #200 Unit 11 - Arcadia Condominiums	Patricia E Villalobos Nayda Collazo-Llorens 222 N. Kalamazoo Mall, #200 Kalamazoo, MI 49007		3.89	$	61.65
06-15-346-312 222 N. Kalamazoo Mall, #210 Unit 12 - Arcadia Condominiums	William Service 222 N. Kalamazoo Mall, #210 Kalamazoo, MI 49007		2.95	$	46.75
06-15-346-313 222 N. Kalamazoo Mall, #220 Unit 13 - Arcadia Condominiums	Marianne Amerine 3790 Via Dela Valle #201 Delmar, CA 92014		4.30	$	68.15
06-15-346-314 222 N. Kalamazoo Mall, #230 Unit 14 - Arcadia Condominiums	Martha R. Cohen 222 N. Kalamazoo Mall, #230 Kalamazoo, MI 49007		3.03	$	48.02
06-15-346-315 222 N. Kalamazoo Mall, #240 Unit 15 - Arcadia Condominiums	Roger & Ada Sutton 7338 E. Maritime Drive Tucson, AZ 85756-9040		2.89	$	45.80
06-15-346-316 222 N. Kalamazoo Mall, #250 Unit 16 - Arcadia Condominiums	Mark A. Kraai & Linda M. Lesniak 222 N. Kalamazoo Mall, #250 Kalamazoo, MI 49007		4.95	$	78.45
06-15-346-317 222 N. Kalamazoo Mall, #260 Unit 17 - Arcadia Condominiums	Key Lime Properties, LLC 5207 Portage Road Portage, MI 49002		2.81	$	44.53
06-15-346-318 222 N. Kalamazoo Mall, #270 Unit 18 - Arcadia Condominiums	Brendan P Von Koss Olivia Fournier 222 N. Kalamazoo Mall, #270 Kalamazoo, MI 49007		3.54	$	56.10
06-15-346-319 222 N. Kalamazoo Mall, #280 Unit 19 - Arcadia Condominiums	Daniel F & Ann M Kinsella 725 N West Street Wheaton, IL 60187		2.90	$	45.96
06-15-346-320 222 N. Kalamazoo Mall, #290 Unit 20 - Arcadia Condominiums	Roland Yarbrough 222 N. Kalamazoo Mall, #290 Kalamazoo, MI 49007		3.11	$	49.29
06-15-346-321 222 N. Kalamazoo Mall, #100 Unit 21 - Arcadia Condominiums	Hospice Care of Southwest Michigan 222 N. Kalamazoo Mall, #100 Kalamazoo, MI 49007		51.38	$	814.26
06-15-375-004 100 W. Michigan Avenue	Catalyst Development Co., L.L.C. 100 West Michigan Avenue, Suite 300 Kalamazoo, MI 49007		269.94	$	4,277.96
06-15-376-005 132 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	264.00	$	4,183.83
	TOTAL NORTH END		**1103.17**	**$**	**17,482.86**

2015 MALL MAINTENANCE ROLL #45
SOUTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-381-001 107 W. Michigan Avenue, Unit 1 Unit 1 - Kalamazoo Building Condos	Keystone Community Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.09	$	159.90
06-15-381-002 107 W. Michigan Avenue, Unit 2 Unit 2 - Kalamazoo Building Condos	Del S Eldridge 4022 Broken Ridge Galesburg, MI 49053		10.46	$	165.77
06-15-381-003 107 W. Michigan Avenue, Unit 3 Unit 3 - Kalamazoo Building Condos	Keystone Communty Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.55	$	167.19
06-15-381-004 107 W. Michigan Avenue, Unit 4 Unit 4 - Kalamazoo Building Condos	Davis-Reed, LLC 107 W. Michigan Avenue, Ste 400 Kalamazoo, MI 49008		10.55	$	167.19
06-15-381-005 107 W. Michigan Avenue, Unit 5 Unit 5 - Kalamazoo Building Condos	Kal Building 6, LLC 107 W. Michigan Avenue, 6th Floor Kalamazoo, MI 49007		10.55	$	167.19
06-15-381-006 107 W. Michigan Avenue, Unit 6 Unit 6 - Kalamazoo Building Condos	Kal Building 6, LLC 107 W. Michigan Avenue, 6th Floor Kalamazoo, MI 49007		10.50	$	166.40
06-15-381-007 107 W. Michigan Avenue, Unit 7 Unit 7 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		10.50	$	166.40
06-15-381-008 107 W. Michigan Avenue, Unit 8 Unit 8 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		9.55	$	151.35
06-15-381-009 107 W. Michigan Avenue, Unit 9 Unit 9 - Kalamazoo Building Condos	Condominium Associates Penthouse - Kalamazoo Bldg 107 W. Michigan Avenue Kalamazoo, MI 49007		4.65	$	73.69
06-15-381-010 107 W. Michigan Avenue, Unit 10 Unit 10 - Kalamazoo Building Condos	Keystone Community Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.91	$	172.90
06-15-381-011 107 W. Michigan Avenue, Unit 11 Unit 11 - Kalamazoo Building Condos	Condominium Associates Penthouse - Kalamazoo Bldg 107 W. Michigan Avenue Kalamazoo, MI 49007		1.69	$	26.78
06-15-381-015 108 E. Michigan Avenue	Peregrine - 1st National, LLC 336 S. Burdick Street Kalamazoo, MI 49007	Peregrine - 1st National, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	100.00	$	1,584.78
06-15-381-124 124 S. Kalamazoo Mall	Gilmore Real Estate, LLC 162 E. Michigan Avenue Kalamazoo, MI 49007		21.75	$	344.69
06-15-381-128 126 S. Kalamazoo Mall	Peregrine-128, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-128, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	21.75	$	344.69

2015 MALL MAINTENANCE ROLL #45
SOUTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-381-132 132 S. Kalamazoo Mall	Steeg Properties, LLC 132 S. Kalamazoo Mall Kalamazoo, MI 49007		22.50	$	356.58
06-15-381-222 136 S. Kalamazoo Mall	Lerner Building, LLC 1420 W Erie Street, #3-F Chicago, IL 60642-6152		66.00	$	1,045.96
06-15-382-103 125 S. Kalamazoo Mall	Kalamahajan KCC, LLC Callander Commercial 628 W. Milham Avenue Portage, MI 49024		143.41	$	2,272.74
06-15-386-002 210 S. Kalamazoo Mall	James & Laura Endres 8880 West G Avenue Kalamazoo, MI 49009		23.00	$	364.50
06-15-386-005 230 S. Kalamazoo Mall Unit 1 - Burdick South Condominium	Rustica Property, LLC 6907 Hickory Point East Portage, MI 49024		10.25	$	162.44
06-15-386-006 230 S. Kalamazoo Mall Unit 2 - Burdick South Condominium	230 South Burdick Street, LLC 230 S. Kalamazoo Mall, Ste 200 Kalamazoo, MI 49007		10.25	$	162.44
06-15-386-007 230 S. Kalamazoo Mall Unit 3 - Burdick South Condominium	Annie Waring Todd 44 Lang Road Centennial Park, NSW 2021 Australia		10.25	$	162.44
06-15-386-008 230 S. Kalamazoo Mall Unit 4 - Burdick South Condominium	Annie Waring Todd 44 Lang Road Centennial Park, NSW 2021 Australia		10.25	$	162.44
06-15-386-011 217 S. Kalamazoo Mall Unit 1 - Style Shop Bldg Condominium	Shannibear Properties, LLC 1035 Northampton Road Kalamazoo, MI 49006		8.12	$	128.68
06-15-386-012 219 S. Kalamazoo Mall Unit 2 - Style Shop Bldg Condominium	Paul Stanley Lightle 219 S. Kalamazoo Mall Kalamazoo, MI 49007		7.42	$	117.59
06-15-386-013 221 S. Kalamazoo Mall Unit 3 - Style Shop Bldg Condominium	Craig A LaPine 9418 East Shore Drive Portage, MI 49002		7.66	$	121.40
06-15-386-101 214 S. Kalamazoo Mall	Catalyst Development Co. 4, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		72.00	$	1,141.04
06-15-386-223 154 S. Kalamazoo Mall	Catalyst Development Co. 7, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		66.00	$	1,045.96
06-15-386-226 236 S. Kalamazoo Mall	Rustica Properties, LLC 6907 Hickory Point East Portage, MI 49024		21.31	$	337.72

2015 MALL MAINTENANCE ROLL #45
SOUTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	***Taxpayer***	***Send Bill to (if applicable)***	***Front Feet***		***Cost***
06-15-386-230 202 S. Kalamazoo Mall	William & Susan Van Dis 202 S. Kalamazoo Mall Kalamazoo, MI 49007		43.00	$	681.46
06-15-387-104 214 Farmers Alley Unit 4 - Milliner Center Condominium	Droppers Kalamazoo, LLC 1401 Lama Road Kalamazoo, MI 49008		0.86	$	13.63
06-15-387-106 213 S. Kalamazoo Mall Unit 6 - Milliner Center Condominium	Hassan R & Malda Ayad 213 S. Kalamazoo Mall Kalamazoo, MI 49007		5.25	$	83.20
06-15-387-107 209 S. Kalamazoo Mall Unit 7 - Milliner Center Condominium	Milliner Center Properties, LLC 9763 Springwood Drive Kalamazoo, MI 49009		10.24	$	162.28
06-15-387-108 207 S. Kalamazoo Mall Unit 8 - Milliner Center Condominium	Joseph Cekola 3825 Emerald Drive Kalamazoo, MI 49001		5.74	$	90.97
06-15-387-109 215 S. Kalamazoo Mall Unit 9 - Milliner Center Condominium	Deborah Brown, Trustee 206 Farmers Alley Kalamazoo, MI 49007		18.73	$	296.83
06-15-387-112 209 S. Kalamazoo Mall Rear Unit 12 - Milliner Center Condominium	Milliner Center Properties, LLC 9763 Springwood Drive Kalamazoo, MI 49009		4.15	$	65.77
06-15-387-113 206 Farmers Alley Unit 13 - Milliner Center Condominium	Deborah Brown, Trustee 206 Farmers Alley Kalamazoo, MI 49007		6.82	$	108.08
06-15-387-114 208 Farmers Alley Unit 14 - Milliner Center Condominium	Ryan S. Williams 208 Farmers Alley Kalamazoo, MI 49007		4.99	$	79.08
06-15-387-115 212 Farmers Alley Unit 15 - Milliner Center Condominium	Dacoba, LLC 9763 Springwood Drive Kalamazoo, MI 49009		1.33	$	21.08
06-15-387-116 210 Farmers Alley Unit 16 - Milliner Center Condominium	Droppers Kalamazoo, LLC 1401 Lama Road Kalamazoo, MI 49008		7.20	$	114.11
06-15-387-214 223 S. Kalamazoo Mall	Fuller Building, LLC 223 S. Kalamazoo Mall Kalamazoo, MI 49007	Patricia Hirsch 610 W. South Street Kalamazoo, MI 49007	44.93	$	712.04
06-15-387-216 157 S. Kalamazoo Mall	Vernon Group MP, LLC 5937 W. Main Street Kalamazoo, MI 49009		86.50	$	1,370.84
06-15-390-210 316 S. Kalamazoo Mall	Peregrine Towers, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	165.00	$	2,614.89

2015 MALL MAINTENANCE ROLL #45
SOUTH END
RATE PER FRONT FOOT $15.848

Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-391-204 315 S. Kalamazoo Mall	SAJO 315, LLC 315 S. Kalamazoo Mall Kalamazoo, MI 49007		114.00	$	1,806.65
06-15-391-227 250 S. Kalamazoo Mall	South Street Kalamazoo, LLC 250 S. Kalamazoo Mall Kalamazoo, MI 49007		67.11	$	1,063.55
06-15-391-230 241 S. Kalamazoo Mall	Peregrine-International, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-International, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	115.50	$	1,830.43
06-15-396-001 336 S. Kalamazoo Mall	Peregrine Towers LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers LLC 3930 Lakeside Drive Kalamazoo, MI 49008	65.64	$	1,040.25
06-15-396-204 321 S. Kalamazoo Mall	Joy Rentals, LLC Matt Vernon 5937 W. Main Street Kalamazoo, MI 49009		53.63	$	849.92
06-15-396-206 359 S. Kalamazoo Mall	Kalamazoo Cultural Center 359 S. Kalamazoo Mall, Suite 203 Kalamazoo, MI 49007	Kalamazoo Cultural Center c/o Phoenix Properties 2725 Airview Boulevard, Suite 205 Kalamazoo, MI 49002	160.70	$	2,546.75
06-15-396-207 346 S. Kalamazoo Mall	Peregrine-McNair, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-McNair, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	93.81	$	1,486.69
	TOTAL SOUTH END		**1797.05**	**$**	**28,479.35**
	TOTAL ROLL		**2900.22**	**$**	**45,962.21**

CITY OF KALAMAZOO, MICHIGAN **#1**

RESOLUTION NO. ____________

RESOLUTION NO. 1 RE: 2015 KALAMAZOO MALL MAINTENANCE PROGRAM IMPROVEMENT PROJECT

Minutes of a regular meeting of the City Commission of the City held on September 6, 2016, at or after 7:00 o'clock p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution was offered by __________________ and supported by ____________________.

WHEREAS, the City Commission deems it advisable and necessary to undertake the following improvement in the City:

> Maintenance services on the Kalamazoo Mall from Lovell Street to Eleanor Street (North End and South End) Maintenance Roll No. 45.

WHEREAS, part or all of the cost of said improvement may be defrayed by special assessment upon the properties specifically benefited thereby;

BE IT RESOLVED that the City Manager is directed to prepare such maps, diagrams or plans as will indicate the scope and estimated cost of the project and file the same with the City Clerk, together with his recommendations as to what portion of the cost thereof should be paid by special assessment and what part, if any, should be a general obligation of the City, the number of installments in which the special assessments may be paid, and the land which should be included in the special assessment district.

The above resolution was offered by ________________________________ and supported by ______________________________.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on September 6, 2016. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

____
Scott A. Borling, City Clerk

CITY OF KALAMAZOO, MICHIGAN

REPORT OF CITY MANAGER RE: IMPROVEMENT PROJECT

2015 KALAMAZOO MALL MAINTENANCE PROGRAM

Frontage on East and West Sides of the Kalamazoo Mall from Lovell Street to Eleanor Street. (North End and South End) Maintenance Roll. No. 45.

TO THE CITY COMMISSION:

I respectfully report the following regarding the 2015 Kalamazoo Mall Maintenance Program:

1. The total cost of the project is $45,962.21.

2. It is recommended that the special assessment be paid in one (1) annual installment.

3. It is recommended that the premises to be assessed and to constitute the special assessment district consist of all those lots and parcels of land abutting and fronting upon the improvement unless otherwise hereinafter indicated.

Respectfully submitted,

Date: ________________________, 2016

____
James K. Ritsema, City Manager

CITY OF KALAMAZOO, MICHIGAN **#2**

RESOLUTION NO. ________________

RESOLUTION NO. 2 RE: 2015 KALAMAZOO MALL MAINTENANCE PROGRAM IMPROVEMENT PROJECT

Minutes of a regular meeting of the City Commission of the City held on September 6, 2016, at or after 7:00 p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution was offered by ______________________ and supported by ___________________________________.

WHEREAS, the City Commission has directed the City Manager to prepare such maps, diagrams or plans as will indicate the scope and cost of the project, and the same have been prepared and filed with the City Clerk pursuant to said direction and the ordinances of the City, and the City Clerk has presented the same to this Commission; and

WHEREAS, the City Commission tentatively determines that it is necessary to proceed with and make said improvement;

BE IT RESOLVED:

(1) The report of the City Manager, with the maps, diagrams or plans, if any, shall be filed with the City Clerk and be available for public inspection.

(2) The City Commission tentatively determines to make the following improvement:

Maintenance services on the Kalamazoo Mall from Lovell Street to Eleanor Street (North End and South End). Maintenance Roll No. 45.

(3) The report, with maps, diagrams or plans, if any, and cost are hereby accepted and filed.

(4) The total cost of the project, hereby determined to be $45,962.21 has been expended from appropriate city funds for the purpose of this project. The estimated life of said improvement is determined to be one (1) year.

(5) The special assessment to be imposed shall be paid on November 30, 2016, and there shall be charged from such date a penalty of one-half of one percent (0.005) per month or major fraction thereof upon any sums not paid within thirty (30) days after the same shall become due and payable.

(6) The following described lots and parcels of land are hereby determined to be the properties specifically benefited by said improvement and are hereby designated as the special assessment district upon which that portion of the total cost to be assessed shall be assessed:

From Lovell Street to Eleanor Street - Frontage on
East Side: Maps 15-62; 15-51; 15-46 South End to North End.
West Side: Maps 15-62; 15-51; 15-46 South End to North End.

(7) The City Assessor is hereby directed to prepare a special assessment roll in accordance with the provisions of this resolution and include thereon all lots and parcels of land within the special assessment district herein designated and shall assess to each such lot or parcel of land such relative portion of the whole sum to be specially assessed as the benefit to such lot or parcel of land bears to total benefit to all lands in such district.

(8) When the City Assessor has completed the special assessment roll, he shall endorse thereon his certificate to the effect that said roll was prepared by him pursuant to a resolution of the City Commission adopted on this date and that in making the assessments therein, he has, as nearly as may be and according to his best judgment, conformed in all respects to the directions contained in said resolution and to the Charter and ordinances of the City, and he shall file said special assessment roll with such certificate with the City Clerk in whose office it shall be available for public inspection.

The above resolution was offered by ________________________________ and supported by ____.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on September 6, 2016. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

____
Scott A. Borling, City Clerk

CITY OF KALAMAZOO, MICHIGAN **#3**

RESOLUTION NO. _____________

RESOLUTION NO. 3 RE: 2015 KALAMAZOO MALL MAINTENANCE PROGRAM IMPROVEMENT PROJECT

Minutes of a regular meeting of the City Commission of the City held on September 6, 2016, at or after 7:00 p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution was offered by __________________ and supported by ________________________.

WHEREAS, the City Commission by resolution heretofore adopted did direct the City Assessor to prepare a special assessment roll for the purpose of defraying the special assessment district's share of the cost of the improvement hereinafter more particularly described; and

WHEREAS, said special assessment roll has been prepared and certified as required by said resolution and the Charter and ordinances of the City, has been filed in the Office of the City Clerk, and has been presented to the City Commission;

BE IT RESOLVED:

(1) Said special assessment roll shall remain on file in the Office of the City Clerk and be available for public inspection.

(2) The City Commission shall meet at the City Hall in this City on October 17, 2016, at or after 7:00 p.m., local time, to review said special assessment roll.

(3) The City Clerk shall give notice of said hearing by first-class mail, posted at least ten (10) days prior to said hearing to each person or owner having an interest in property assessed in the special assessment district as shown on said roll, and said notice shall also be given by publication when required by general law.

(4) The notice of hearing shall be in substantially the following form:

CITY OF KALAMAZOO, MICHIGAN
NOTICE OF SPECIAL ASSESSMENT HEARING

PLEASE TAKE NOTICE that the City Commission has tentatively determined to make the following improvement and to defray part or all of the cost by special assessment upon the following described benefited lands:

> 2015 Kalamazoo Mall Maintenance Program - Frontage on each side of the Kalamazoo Mall from Lovell Street to Eleanor Street, east and west sides, Maps 15-62, 15-51, & 15-46. (North End and South End) Maintenance Roll No. 45 .

TAKE FURTHER NOTICE that the report of the City Manager describing the proposed improvement and the special assessment roll are on file in the Office of the City Clerk and available for public inspection.

TAKE FURTHER NOTICE that the City Commission will meet at the Kalamazoo City Hall, 241 W. South Street in Kalamazoo on October 17, 2016, at or after 7:00 p.m., local time, for the purpose of reviewing said special assessment roll and hearing all persons interested therein and consider all written objections thereto, regarding the expense, necessity, and assessment thereof.

TAKE FURTHER NOTICE that if you object to or protest this special assessment, in order to appeal the amount of the special assessment to the State Tax Tribunal, you are first required to appear and protest at the above-described hearing the amount of the special assessment. You may appear in person at the hearing to protest the special assessment, or you are permitted to file your appearance or protest by letter, in which case your personal appearance shall not be required. The owner or any person having an interest in the real property upon which the special assessment is made may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

SCOTT A. BORLING, CITY CLERK

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

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on September 6, 2016. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

Scott A. Borling, City Clerk

CITY OF KALAMAZOO, MICHIGAN

CERTIFICATE OF CITY ASSESSOR - IMPROVEMENT PROJECT

2015 KALAMAZOO MALL MAINTENANCE PROGRAM
MAINTENANCE ROLL #45

I hereby certify that this assessment roll was prepared pursuant to a resolution of the City Commission, and that in making the assessments herein, I have, according to my best judgment, conformed in all respects to the directions contained in said resolution and to the Charter and ordinances of the City of Kalamazoo.

____

Andrew Falkenberg, City Assessor

Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 8/5/2016

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

RECOMMENDATION

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

BACKGROUND

Heritage Community of Kalamazoo is a non-profit senior living community based in the City of Kalamazoo and is the only locally owned and operated retirement community in the Kalamazoo area. Founded in 1945, Heritage Community serves more than 400 senior adults and employs more than 420 individuals.

Heritage Community would like to hold 50/50 raffles during the holidays and at its spring gala. The proceeds would be used to help purchase supplies and support the organization's operating budget. In order conduct these raffles, Heritage Community must obtain a charitable gaming license through the Michigan Lottery Bureau. As part of the licensing process, the State requires that the local unit of government establish and verify the applicant's non-profit status through the adoption of a *Local Governing Body Resolution for Charitable Gaming Licenses*. The City Clerk has received a copy of a letter of determination from the Internal Revenue Service confirming the 501(c)(3) tax-exempt status of Heritage Community and has verified with the Michigan Department of Licensing and Regulatory Affairs (LARA) that this organization is registered as a domestic non-profit corporation.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVES

The City Commission could deny the request. However, Heritage Community has submitted sufficient documentation to demonstrate its non-profit status.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Non-Profit Recognition for Charitable Gaming License

Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 16-____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

At a Regular (REGULAR OR SPECIAL) meeting of the Kalamazoo City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by Mayor Hopewell on September 6, 2016 (DATE)

at 7:00 p.m. (TIME) a.m./p.m. the following resolution was offered:

Moved by ____________________ and supported by ____________________

that the request from Heritage Community of Kalamazoo (NAME OF ORGANIZATION) of Kalamazoo (CITY),

county of Kalamazoo (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval (APPROVAL/DISAPPROVAL).

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Kalamazoo City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a Regular (REGULAR OR SPECIAL)

meeting held on September 6, 2016 (DATE).

SIGNED: ______________________________
TOWNSHIP, CITY, OR VILLAGE CLERK

Scott A. Borling, City Clerk
PRINTED NAME AND TITLE

241 W. South Street, Kalamazoo, MI 49007
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 8/26/2016

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

RECOMMENDATION

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

BACKGROUND

Kalamazoo Friends of Recreation is a non-profit organization that exists to raise funds to create, build, maintain, operate, preserve, improve, and promote public recreational programs, public parks, and public recreational facilities in the City of Kalamazoo. To support this work the Friends of Recreation raises funds and manages the contributions, donations, gifts, and grants it receives.

The Friends of Recreation would like to hold a 50/50 raffle at its annual golf outing fund raiser on September 16th. In order conduct the raffle, the Friends of Recreation must obtain a charitable gaming license through the Michigan Lottery Bureau. As part of the licensing process, the State requires that the local unit of government establish and verify the applicant's non-profit status through the adoption of a *Local Governing Body Resolution for Charitable Gaming Licenses*. The City Clerk has received a copy of a letter of determination from the Internal Revenue Service confirming the Friends of Recreation's 501(c)(3) tax-exempt status. The City Clerk has also verified with the Michigan Department of Licensing and Regulatory Affairs (LARA) that this organization is registered as a domestic non-profit corporation.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVES

The City Commission could deny the request. However, Kalamazoo Friends of Recreation has submitted sufficient documentation to demonstrate its non-profit status.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Non-Profit Recognition for Charitable Gaming License

Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 16-____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

At a Regular (REGULAR OR SPECIAL) meeting of the Kalamazoo City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by Mayor Hopewell on September 6, 2016 (DATE)

at 7:00 p.m. (TIME) a.m./p.m. the following resolution was offered:

Moved by __________ and supported by __________

that the request from Kalamazoo Friends of Recreation (NAME OF ORGANIZATION) of Kalamazoo (CITY),

county of Kalamazoo (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval (APPROVAL/DISAPPROVAL).

APPROVAL		DISAPPROVAL	
Yeas:	_____	Yeas:	_____
Nays:	_____	Nays:	_____
Absent:	_____	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Kalamazoo City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a Regular (REGULAR OR SPECIAL)

meeting held on September 6, 2016 (DATE).

SIGNED: ____________________
TOWNSHIP, CITY, OR VILLAGE CLERK

Scott A. Borling, City Clerk
PRINTED NAME AND TITLE

241 W. South Street, Kalamazoo, MI 49007
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

Commission Agenda Report
City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 8/29/2016

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

RECOMMENDATION

It is recommended that the City Commission adopt a RESOLUTION recognizing the Corporal Christopher Kelly Willis Foundation as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

BACKGROUND

The Corporal Christopher Kelly Willis Foundation (The Foundation) is a non-profit organization that exists to help preserve the legacies of this country's military heroes by providing college scholarships to children whose parents have been killed or permanently disabled in a combat zone. To support this work The Foundation holds an annual Warrior Ride, in which participants raise pledges to bicycle across the state of Michigan.

At its next Warrior Ride event The Foundation would like to hold a raffle to raise more funds for college scholarships. All monies raised will be devoted to the scholarship fund. In order conduct the raffle, The Foundation must obtain a charitable gaming license through the Michigan Lottery Bureau. As part of the licensing process, the State requires that the local unit of government establish and verify the applicant's non-profit status through the adoption of a *Local Governing Body Resolution for Charitable Gaming Licenses*. The City Clerk has received a copy of a letter of determination from the Internal Revenue Service confirming The Foundation's 501(c)(3) tax-exempt status. The City Clerk has also verified with the Michigan Department of Licensing and Regulatory Affairs (LARA) that this organization is registered as a domestic non-profit corporation.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVES

The City Commission could deny the request. However, the Corporal Christopher Kelly Willis Foundation has submitted sufficient documentation to demonstrate its non-profit status.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Non-Profit Recognition for Charitable Gaming License

Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 16-____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

At a Regular (REGULAR OR SPECIAL) meeting of the Kalamazoo City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by Mayor Hopewell on September 6, 2016 (DATE)

at 7:00 p.m. (TIME) a.m./p.m. the following resolution was offered:

Moved by ____________ and supported by ____________

that the request from Corporal Christopher Kelly Willis Foundation (NAME OF ORGANIZATION) of Kalamazoo (CITY),

county of Kalamazoo (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval (APPROVAL/DISAPPROVAL).

APPROVAL		DISAPPROVAL	
Yeas:	____	Yeas:	____
Nays:	____	Nays:	____
Absent:	____	Absent:	____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Kalamazoo City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a Regular (REGULAR OR SPECIAL)

meeting held on September 6, 2016 (DATE).

SIGNED: ____________
TOWNSHIP, CITY, OR VILLAGE CLERK

Scott A. Borling, City Clerk
PRINTED NAME AND TITLE

241 W. South Street, Kalamazoo, MI 49007
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

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: Jeffrey Hadley, Public Safety Chief

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

DATE: 8/12/2016

SUBJECT: 2016-2018 Public Safety Services Agreement with the Central County Transportation Authority

RECOMMENDATION

It is recommended that the City Commission approve a two (2) year agreement (10/1/2016-9/30/2018) with the Central County Transportation Authority (CCTA) to provide Public Safety services and authorize the City Manager to sign the agreement.

BACKGROUND

Public Safety has had two (2) Public Safety Officers (PSO's) assigned to Metro Transit for several years. The Public Safety Officers focus on patrolling the grounds of Metro Transit and in particular the Kalamazoo Transportation Center (KTC). With this arrangement Metro Transit pays the cost of the two full-time Public Safety Officers. With the transition on October 1, 2016, an agreement between the City of Kalamazoo and the CCTA is needed.

As part of the agreement, the CCTA can request to backfill the positions for periods when the officers are not on duty due to vacation, illness, comp time or training. This, however, will be at an extra cost to the CCTA.

The two officers work out of an office located within the KTC. They provide regular patrolling of the Metro Transit campus and the immediate vicinity which is defined as the area of within one block outside the campus. The Public Safety Officers (PSOs) play in important role of enforcing City Ordinances, the rules of the KTC and helping to promote a safe environment for the customers of Metro Transit, Amtrak, Greyhound and Indian Trails. In addition, the PSOs facilitate a direct link with City of Kalamazoo Public Safety Department and other local law enforcement agencies and help with incidents that involve Metro Transit vehicles away from the KTC. These PSOs also provide value-added services by assisting in drafting safety response plans and routinely providing training to staff for dealing with customers.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Under the proposed agreement, the CCTA will fund the PSO's assigned to the KTC.

ALTERNATIVES

No alternatives are recommended by staff.

ATTACHMENTS:

	Type	Description
🗋	Agreement	2016-2018 Public Safety Services Agreement with the Central County Transportation Authority

Public Safety Services Agreement

This Agreement is between the City of Kalamazoo (City) through its Department of Public Safety (KDPS), 150 E. Crosstown Parkway, Kalamazoo, MI 49001, and the Central County Transportation Authority (CCTA), 530 N. Rose, Kalamazoo MI 49007.

Recitations:

1. City and CCTA have determined that it is in each of their interests to maintain public safety services in, at and around the perimeter of the Kalamazoo Transportation Center (KTC), Metro Administration Building, the KTC metered parking lot on Rose Street across from the KTC, and the Administration Building parking lot on Rose Street, all located in downtown Kalamazoo, which are collectively referred to as the KTC Complex.

2. City is agreeable to assigning two public safety officers to the KTC Complex.

3. CCTA is agreeable to paying the costs associated with the assigned officers' salary and benefits.

Therefore City and CCTA agree as follows:

1. Personnel

   City agrees that:
   - Two sworn KDPS Public Safety officers as selected by the Chief of Public Safety will be designated and assigned as the "KTC Officers."
   - The KTC Officer positions shall normally be staffed every day of the year by one of the two dedicated officers from the hours of 10 AM through 10 PM (with the exception of 2 Mondays per month). The hours will be occasionally reviewed by both parties and upon mutual agreement the hours may be adjusted.
   - CCTA Administrators may request KDPS backfill a vacant position with an undesignated KDPS officer when the normally assigned KTC Officer is absent due to illness, vacation, comp time, or training. CCTA shall incur no expense when a position is not backfilled.
   - KDPS will provide the "two week schedule" to CCTA staff. CCTA staff will evaluate the "two week schedule" and notify KDPS command staff if vacancy staffing is desired.
   - The KTC Officer will be provided a marked KDPS patrol vehicle when working at the KTC.
   - The KTC Officers shall at all times remain under the supervision of the Kalamazoo Department of Public Safety and abide by all the Policies and General Orders of KDPS.
   - The KTC Officers shall be required to follow any workplace rules governing the KTC; for example, the officers shall adhere to any rules

governing smoking or the use of tobacco products while on duty at the KTC Complex.

- KDPS Command and KTC Officers will work with CCTA Administrators to mutually develop an enhanced reporting format that includes comparative data and trend analysis. This reporting will be developed within 60-days of the Agreement effective date and will be issued by the 15th day of each month thereafter.

CCTA agrees that:

- The KTC Officers will be permitted to take his or her designated breaks (1 – 40 minute lunch and 2 – 20 minute breaks) off the KTC property.
- It will provide reserved parking for the patrol vehicle used by the KTC Officer.

2. Activities

The KTC Officers are to provide Public Safety Services to CCTA through prevention, education, and problem-solving via community based relationships. Activities which may be engaged in by the KTC officers include, but are not limited to the following:

- Provide law enforcement services for the KTC and KTC Complex. Law enforcement services may also include the neighborhood in close proximity to the KTC, which is within a one-block radius as well as on board buses.
- Investigate criminal activity; enforce state statues, and city ordinances, including prohibited smoking and other nuisance issues.
- Monitor crime statistics and share information with CCTA administration to design crime prevention strategies.
- Assist CCTA administrators and KTC staff with emergency crisis planning and building security issues.
- Maintain visibility in those areas of the KTC Complex as determined by CCTA administrators.
- Have exceptional communication skills with KTC staff, administration, passengers, customers and lessees.
- KTC Officers may take any law enforcement actions they deem necessary during the normal course of their duties up to and including making arrests, issuing citations, submitting cases, etc.
- KTC Officers will provide visible presence through regular rounds in and around the KTC Complex.

3. Payment

KDPS will bill the amount of actual costs of the KTC Officers to CCTA; which will include:

- Actual wages and benefits of each officer, as determined by the then existing KPSOA collective bargaining agreement.
- Holiday Pay and Holiday Leave Pay of each officer will be determined by the KPSOA collective bargaining agreement for the following holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.
- Overtime pay of a KTC Officer as determined by the KPSOA collective bargaining agreement when the officer is:
    - Required for court appearances from cases stemming from his or her position as a KTC Officer; and
    - When backfill is necessary due to illness, vacation, comp time, or training of more than four hours by the assigned KTC Officer.
- Performance pay of $750 annually for each assigned officer per the attached KTC Officer MOU between the City of Kalamazoo and the Kalamazoo Public Safety Officers Association (KPSOA)
- KDPS will bill CCTA for actual costs on a quarterly basis, based on the KDPS payroll period and billing cycles.

4. Effective Date, Term of Agreement and Conditions

- The services contemplated under this Agreement shall be provided for a term of two years to commence on October 1, 2016, and end on September 30, 2018.
- This Agreement may be terminated before the end of its term by written agreement of the parties or by 30 days written notice by one party to the other to the attention of the representative listed herein. Notice is effective upon receipt.
- This Agreement may only be amended in writing by the mutual agreement of the parties.
- None of the provisions of this Agreement shall be construed against a party solely by the virtue of the fact that any such provision was drafted by legal counsel representing such party.
- This Agreement is in furtherance of a governmental function and the parties recognize that neither the City nor CCTA is engaging in a proprietary function and each shall retain for itself and its officers and employees all defenses permitted at law, including but not limited to that of governmental immunity.
- The City shall be solely liable for the acts and omissions of the KTC Officers assigned to provide the services contemplated by this Agreement.

The KTC Officers shall at all times be employees of the City, not employees of CCTA. The City shall be solely responsible for any claims, judgments and losses (including reasonable attorney fees) arising from actions by any KTC Officer in the performance of Agreement.

5. Communications and details concerning this Agreement shall be directed to the following Agreement representatives or their successors:

KDPS
Ryan Tibbets
Assistant Chief
Kalamazoo Department of Public Safety
150 E. Crosstown Parkway, Ste. A
Kalamazoo, MI 49001
269-337-8123

CCTA
Sean McBride
Executive Director
530 N. Rose St.
Kalamazoo, MI 49007
269-337-8088
mcbrides@kalamazoocity.org

City of Kalamazoo

______________________________ ______________
James K. Ritsema Date
City Manager

Central County Transportation Authority

______________________________ 7/11/16
Sean McBride Date
Executive Director

MJ_DMS 27868586v2

Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

REVIEWED BY: Clyde J. Robinson, City Attorney

PREPARED BY: Laura J. Echtinaw, Legal Secretary

DATE: 8/17/2016

SUBJECT: Lease of City Facilities to CCTA

INFORMATIONAL ITEMS

If the City Commission does not act to authorize entering the lease, it will be breach of the Comprehensive Transition Agreement. As there does not appear any procedural or legal reason to not execute the Lease, refusing to do so is not recommended.

RECOMMENDATION

It is recommended that the City Commission authorize the City Manager execute an Lease with the Central County Transportation Authority (CCTA) for four (4) parcels of land currently used by the City for Metro Transit operations and so as to comply with the Comprehensive Transition Agreement entered into by the City so as to facilitate the transfer of Metro Transit operations to the CCTA.

BACKGROUND

On October 1, 2016 Metro Transit operations will be transferred by the City to the CCTA. As part of the transfer, the City has agreed to lease four parcels of land and improvements to the CCTA for a period of 25 years for the sum of $25.00. The premises to be leased are currently used by the City for Metro Transit operations.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

Minimal impact on the City. CCTA will be responsible for insurance on the properties, although the City will maintain insurance on underground storage tanks. CCTA will also be responsible for all utility services provides to the premises.

ATTACHMENTS:

Type Description

Lease Lease of City Facilities to CCTA

LEASE

THIS LEASE is made and executed this _____ day of September, 2016, between the City of Kalamazoo, whose address is 241 West South Street, Kalamazoo, Michigan 49007, as **"Landlord"**, and the Central County Transportation Authority, whose address is 530 North Rose Street, Kalamazoo, Michigan 49007, as **"Tenant."**

1. **Leased Premises**. Landlord is the owner of the buildings (the **"Buildings"**) and other related improvements (the **"Improvements"**) on the real property located in the City of Kalamazoo, County of Kalamazoo, State of Michigan, commonly known as follows:

- 205 West Ransom, Kalamazoo, Michigan
- 530 North Rose Street, Kalamazoo, Michigan
- 459 North Rose Street, Kalamazoo, Michigan
- 459 North Burdick Street, Kalamazoo, Michigan

and more particularly described on the attached **Exhibit A** (the **"Land"**). Landlord leases to Tenant, and Tenant leases from Landlord, the entire Land, Buildings and Improvements (the **"Leased Premises"**), at the rents and under the terms and conditions set forth in this Lease.

2. **Purpose of Occupancy.** Tenant shall occupy the Leased Premises for providing transportation services in Kalamazoo County and for any related purpose, but for no other purpose without the written consent of Landlord. The Leased Premises shall not be used for any purpose which would violate any law, ordinance, rule or regulation applicable to the Leased Premises, nor in any way to create any nuisance or trespass, nor in any way to violate the terms of any policy of insurance.

3. **Term of Lease; Renewal Term**. The term of this Lease shall commence on October 1, 2016 (the **"Commencement Date"**), and shall continue for twenty-five (25) years unless sooner terminated as provided in this Lease. Tenant's taking possession of the Leased Premises shall constitute Tenant's acceptance of the Leased Premises in its "as is" condition, subject only to the other terms and conditions of this Lease.

Provided Tenant is not then in default in the performance of any of its covenants and agreements under this Lease, Tenant may renew this Lease for three (3) additional twenty-five (25) year terms, upon the same terms and conditions as provided for in this Lease. In order to exercise such renewal right, Tenant shall serve Landlord with written notice of Tenant's election to renew not less than six (6) months prior to the end of the term of this Lease, or any renewal term, as the case may be.

4. **Rent**. Tenant covenants and agrees to pay Landlord as rent for the Leased Premises during the term of this Lease an amount equal to Twenty-Five and 00/100 Dollars ($25.00), which is One Dollar ($1.00) for each year of the Lease. Rent shall be the same amount during any renewal term. Rent, and all other sums payable under this Lease by Tenant, shall be

paid to Landlord at Landlord's address set forth above, or at such other address as Landlord may direct by written notice, without setoff, counter claim, recoupment, abatement, suspension or deduction.

5. **Taxes and Special Assessments**. If the Leased Premises are not tax exempt, Tenant shall pay and discharge all real property taxes and special assessments which may be levied against all or any portion of the Leased Premises or which become due and payable during the term of this Lease prior to the same becoming subject to interest or penalties. In addition, Tenant shall pay and discharge all personal property taxes which may be levied against its furniture, equipment and other personal property located on the Leased Premises.

6. **Insurance and Indemnity**. Tenant shall keep the Leased Premises insured against the following:

(a) loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy in the amount of the full replacement cost of the Leased Premises;

(b) public liability and property damage insurance with coverage of at least Two Million Dollars ($2,000,000.00) on a combined single limit basis.

All such policies of insurance shall be with insurance companies approved by Landlord and shall name Landlord as an additional insured. Such policies shall further provide that they shall not be subject to nonrenewal or cancellation without at least thirty (30) days prior written notice to Landlord. Tenant shall indemnify Landlord against and save Landlord harmless from any liability or claim for damages which may be asserted against Landlord by reason of any accident or casualty occurring in, on or about the Leased Premises or otherwise arising from Tenant's use and occupancy of the Leased Premises except such as arise from the negligence of Landlord, its agents or employees.

Tenant, at its expense, shall keep all of its furnishings, equipment and other personal property located on the Leased Premises fully insured against loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy. Such policy of insurance shall be payable to Tenant or as Tenant specifies. Tenant hereby releases Landlord from any and all liability for any damage to or loss of such personal property from any cause whatsoever except to the extent such loss or damage is the result of the negligence of Landlord, its agents or employees and is not otherwise covered by insurance required to be carried by Tenant under this Lease.

Landlord shall maintain insurance on all underground storage tanks in amounts and with insurance companies approved by Tenant. All such insurance policies shall name Tenant as an additional insured. Such policies shall further provide that they shall not be subject to nonrenewal or cancellation without at least thirty (30) days prior written notice to Tenant.

7. **Waiver of Subrogation**. Each policy of insurance authorized or required of either party under this Lease shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents and employees with respect to losses payable under such policy, and each party hereby waives all rights of recovery it might

otherwise have against the other party, its agents and employees for any loss or injury which is covered by such a policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of such other party, its agents and employees.

8. **Utilities**. Tenant shall pay when due all charges for utility services provided to the Leased Premises. Landlord shall not be liable in damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Leased Premises except such failure or interruption which results from the negligence of Landlord, its agents or employees.

9. **Maintenance and Condition of Leased Premises**. Tenant, at its expense, shall keep the interior and exterior of the Leased Premises in good maintenance, condition, and repair, reasonable wear and tear excepted, including, without limitation, all necessary maintenance, repair and replacement of all HVAC, plumbing and electrical systems and other building equipment serving the Leased Premises, and the roof, walls, foundations, parking areas, sidewalks, driveways, lawns and landscaping. Landlord shall not have any responsibility or obligation for the maintenance, repair or replacement of the Leased Premises.

Tenant shall keep the Leased Premises in a neat and clean condition, shall not allow refuse to accumulate, and shall conduct its business in such a manner that the risk of fire to the Leased Premises shall not be increased beyond the hazard normal and usual for its type of business.

10. **Alterations**. Tenant may make or permit to be made any alterations, additions or improvements in, upon or to the Leased Premises, or any part of the Leased Premises, without the prior written consent of Landlord. All alterations, additions or improvements (except trade fixtures) so made and installed by Tenant shall become part of the realty, shall become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear excepted. To the extent all or any part of the Leased Premises is considered an historic landmark or historic resource, Tenant agrees not to make any alterations, additions, or improvements without first securing any appropriate approvals and consents.

11. **Performance by Landlord**. In the event Tenant fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten (10) days after written notice from Landlord (except that no such notice shall be required in emergency situations), Landlord shall have the option to undertake such performance for Tenant, and the costs and expenses reasonably incurred by Landlord by reason of such undertaking shall be due and payable by Tenant to Landlord as additional rent under this Lease.

12. **Performance by Tenant**. In the event Landlord fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten (10) days after written notice from Tenant (except that no such notice shall be required in emergency situations), Tenant shall have the option to undertake such performance for Landlord, and the costs and expenses reasonably incurred by Tenant by reason of such undertaking shall be due and payable by Landlord to Tenant.

13. **Compliance with Public Authority Requirements**. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Leased Premises, including, without limitation, the Americans with Disabilities Act.

14. **Hazardous Materials.**

(a) **Definitions**. For purposes of this Lease, the terms **"Hazardous Materials"** and **"Relevant Environmental Laws"** shall be defined as follows:

(i) **"Hazardous Materials"** shall mean all solids, liquids and gasses, including but not limited to solid waste, asbestos, crude petroleum and petroleum fractions, toxic chemicals, polychlorinated bi-phenyls, paint containing lead, volatile organic chemicals, chlorinated organic compounds, and urea formaldehyde foam insulation, which are governed or regulated by Relevant Environmental Laws.

(ii) **"Relevant Environmental Laws"** shall include but not be limited to all federal, state or local laws, rules, regulations, orders or determinations established or issued by any judicial, legislative or executive body, of any governmental or quasi-governmental entity which govern or regulate the existence, storage, use, disposal, or release of any solid, liquid or gas on, in or under the Leased Premises, or which govern or regulate the environmental effect of any activity currently or previously conducted on the Leased Premises.

(b) **Tenant's Obligations; Indemnification**. Tenant shall not, nor shall it permit its employees, business invitees, contractors or subcontractors (collectively **"Tenant's Agents"**), to bring upon, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Leased Premises except in complete compliance with all Relevant Environmental Laws. Tenant shall, at its sole cost and expense and upon the demand of Landlord, cause all Hazardous Materials spilled, disposed of or otherwise released by Tenant or its Agents in, on, under or about the Leased Premises or any adjacent property to be cleaned-up and removed from the Leased Premises and the adjacent property to Landlord's satisfaction and in full compliance with the Relevant Environmental Laws. In addition, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs of clean-up and other remediation costs and expenses, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials in, on, under, or about the Leased Premises or any adjacent property caused by the acts, omissions, or negligence of Tenant and/or Tenant's Agents. Tenant's obligations hereunder shall survive the termination of this Lease.

(c) **Landlord's Obligations; Indemnification**. Neither Landlord nor Landlord's employees, business invitees, agents, contractors, or subcontractors (collectively **"Landlord's Agents"**) shall bring upon, keep, store, use, or dispose of any Hazardous Materials in, on, under, or about the Leased Premises or adjacent property except in complete compliance with all Relevant Environmental Laws. Landlord shall indemnify, defend, protect, and hold Tenant and Tenant's Agents harmless from and against any and all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence of Hazardous Materials in, on, under, or about the Leased Premises or adjacent property as of the Commencement Date or introduced in, on, under, or about the Leased Premises or adjacent property subsequent to the Commencement Date due to the acts, omissions, or negligence of Landlord or Landlord's Agents. Landlord's obligations hereunder shall survive the termination of this Lease.

15. **Damage to Leased Premises**. In the event the Leased Premises, or any portion of the Leased Premises, are damaged by fire, the elements, acts of God, or other causes to such extent that they are rendered untenantable by Tenant, then Tenant, using insurance proceeds, shall commence such rebuilding as soon as practical and shall continue and complete such rebuilding as promptly as possible. Notwithstanding anything else in the Lease to the contrary, if a casualty event occurs and the entire Leased Premises or any portion of the Leased Premises are rebuilt by Tenant and the parties later have to transfer the transit system back to the Landlord because of a Tenant millage failure as contemplated by paragraph 11 of the Comprehensive Transition Agreement executed by the parties, then Tenant shall execute the necessary documents to transfer any interest that Tenant may have in the Buildings and Improvements located on the Leased Premises to Landlord.

16. **Eminent Domain**. In the event that the whole of the Leased Premises shall be taken or condemned for any public or quasipublic use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to that date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease.

In the event that less than the whole of the Leased Premises is so taken or condemned, then Landlord, to the extent of the condemnation award, shall repair and restore the portion not affected by the taking so as to constitute the remaining premises a complete architectural unit.

Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Leased Premises, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the term of this Lease, provided such award shall be in addition to the award for land, buildings and other improvements.

17. **Defaults of Tenant**. The following occurrences shall be deemed defaults by Tenant:

(a) Tenant fails to pay when due any rent or other sum payable under this Lease and such failure continues for five (5) business days after written notice from Landlord.

(b) Tenant abandons or vacates the Leased Premises before the end of the term of this Lease; Tenant makes a general assignment for the benefit of creditors or becomes bankrupt or insolvent, or files or has filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee; or the dissolution of Tenant.

(c) Tenant is in breach of any other obligation under this Lease, and such breach shall continue for ten (10) business days after written notice from Landlord. However, in the event any failure by Tenant cannot reasonably be cured within the ten (10) business day period set forth in this sub-paragraph, Tenant shall not be deemed in default so long as Tenant commences such cure within the ten (10) business day period and diligently pursues completion of such cure thereafter.

18. **Remedies of Landlord**. Landlord shall have the option to terminate this Lease to re-enter into, and again have and enjoy, the Leased Premises, and remove and evict Tenant and any person holding under Tenant from the Leased Premises, all without prejudice to any other remedy available to Landlord at law or in equity, for the collection of rent coming due before or after such termination, or the recovery of other damages.

19. **Right of Access**. Tenant agrees to permit Landlord, and Landlord's agents, to inspect or examine the Leased Premises at any reasonable time in a reasonable manner. Tenant shall have the right to accompany Landlord on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of both parties.

20. **Surrender of Leased Premises**. Tenant covenants and agrees to surrender possession of the Leased Premises to Landlord upon the expiration of the term of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the Commencement Date, or as the same may have been put by Landlord and Tenant during the continuance of this Lease, ordinary wear and tear excepted. In addition, Tenant shall remove all of its property from the Leased Premises and shall repair any damage to the Leased Premises caused by such removal.

Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Leased Premises after the expiration or termination of this Lease shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be in any way responsible for such property.

21. **Holding Over**. In the event Tenant shall continue to occupy all or any part of the Leased Premises after the expiration of the term of this Lease with the consent of Landlord, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as are contained in this Lease, except as to term; provided, however, if such holding over is without Landlord's written consent, Tenant shall pay to Landlord as rent for each month, or part of a month, that Tenant remains in possession of the Leased Premises, $1.50 per month.

22. **Signs**. Landlord shall have no obligation to provide any signs for Tenant . All signs shall be erected at Tenant's sole cost and expense, and in compliance with all applicable laws, ordinances, codes and regulations. In addition, all such signs shall be removed by Tenant upon the termination of this Lease.

23. **Other Leases.** This Lease is being executed by the parties as part of the transition of the transportation system from the Landlord to the Tenant as contemplated in the Comprehensive Transition Agreement dated October 19, 2015 (the "Agreement"). Landlord and Tenant acknowledge that there are a number of leases and agreements already in place for portions of the Leased Premises. By way of example, these include leases and agreements with Amtrak, Greyhound, and Indian Trails. Landlord will be assigning all of its right, title, and interest under all of these leases and agreements to Tenant. Landlord and Tenant will jointly send notification of the same to each of the other parties under these leases and agreements. Landlord, pursuant to the terms of the Agreement, shall transfer any security deposits to Tenant and the parties shall prorate any rent or other amounts paid under these leases and agreements by the other parties.

24. **Assignment and Sublease**. Tenant shall not assign this Lease without the prior written consent of Landlord, which consent cannot be unreasonably withheld. Further, Tenant may sublease all or any portion of the Leased Premises without the consent of Landlord.

25. **Future Cooperation**. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant agree to work cooperatively in the event either Landlord or Tenant, or both of them, are presented with a future development, expansion, or community enrichment opportunity.

26. **Quiet Enjoyment**. On paying the rent and on performing all of the covenants and agreements on its part to be performed under the provisions of this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the term of this Lease.

27. **Benefit and Obligation**. The benefits of this Lease shall accrue to, and the burdens of this Lease shall be the liabilities of, the successors and assigns of Landlord and Tenant.

28. **Notices**. All notices required under any provision of this Lease shall be deemed to be properly served if delivered personally or sent by registered or certified mail to each party at their address as stated above or at such other address as each party shall designate in writing delivered to the other party. All mailed notices shall be effective upon mailing. Notices delivered personally shall be effective upon personal delivery.

29. **Waiver**. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease, and no provision of this Lease shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant or condition nor shall the acceptance of rent or other payment by Landlord at any time when Tenant is in default under any term, covenant or condition of this Lease constitute a

waiver of such default, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

30. **Unenforceability**. In the event any covenant, term, provision, obligation, agreement or condition of this Lease is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

31. **Captions**. All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

32. **Governing Law**. This Lease shall be governed by the laws of the State of Michigan.

33. **Entire Agreement; Amendment**. This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. This Lease may be amended only by a written agreement signed by both Landlord and Tenant.

LANDLORD

CITY OF KALAMAZOO

By ______________________________

Its: ______________________________

TENANT

CENTRAL COUNTY
TRANSPORTATION AUTHORITY

By______________________________

Its: ______________________________

EXHIBIT A
THE LAND

Parcel 1:

Lots 3 and 4 of Block 28 of the Original Plat.

More commonly known as: 205 West Ransom Street, Kalamazoo, Michigan
Tax parcel number: 06-15-174-003

Parcel 2:

All of Block 27 of the Original Plat. Also, the North 7 feet South of and adjacent to all of Block 27.

More commonly known as: 530 North Rose Street, Kalamazoo, Michigan
Tax parcel number: 06-15-195-003

Parcel 3:

North 5 rods of Lots 2, 3, and 4 of Block 14 of the Original Plat.

More commonly known as: 459 North Rose Street, Kalamazoo, Michigan
Tax parcel number: 06-15-304-100

Parcel 4:

All of Block 15, including Lots 1 through 10, and including vacated West Harrison Court lying in Block 15.

More commonly known as: 459 North Burdick Street, Kalamazoo, Michigan
Tax parcel number: 06-15-330-100

Commission Agenda Report
City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Laura Echtinaw, Legal Secretary

DATE: 8/26/2016

SUBJECT: Adoption of Franchise Agreement with Comcast

RECOMMENDATION

It is recommended that the City Commission authorize the City Manager to sign a "Uniform Video Service Local Franchise Agreement" with Comcast of Michigan I, LLC, d/b/a Comcast.

BACKGROUND

The City has received a request from Comcast to be granted a "Video Service Local Franchise Agreement." The request is made pursuant to a 2006 state statute (P.A. 480) that established the procedure and agreement form for such a franchise. Other municipalities in the area have also received requests from AT&T.

If granted, the franchise will allow Comcast to offer "video services," which will essentially be the same as cable television. Consumers may select from one of a number of packages involving many hundreds of channels.

By law, the terms and conditions of the uniform agreement are not negotiable. The only blanks that have to be filled in relate to franchise fees and community access fees; those numbers must be identical to those that appear in the same agreement the City entered into with Charter Communications, the local provider with the largest number of subscribers– to wit, a 5% franchise fee and a 35 cents per subscriber, per month fee for Public, Educational and Governmental programming. Of the 5% that the City will receive, 2% will be sent to Public Media Network. As with both Charter and AT&T, the current incumbent providers of video service, the City will have no power to regulate Comcast rates or dictate its programming.

Unfortunately, the state statute provides a municipality only two choices: it can either officially approve the State-mandated Uniform Agreement or it can take no action. If it takes no action, the Uniform Agreement is deemed to be adopted by default. Compounding the constraints is the fact that the municipality has only 30 days to take official action. To meet that deadline, action is required by the City Commission on or before September 23, 2016.

COMMUNITY RESOURCES CONSULTED

The matter has been discussed with the Public Media Network.

FISCAL IMPACT

The City will receive franchise fees based on the revenue generated by Comcast which will be competing with two other video services providers in the Kalamazoo market.

ALTERNATIVES

The City Commission could decline to authorize the City Manager to execute the uniform agreement, but the agreement would then be deemed adopted by default, pursuant to state law.

ATTACHMENTS:

Type	Description
🗋	Contract Adoption of Franchise Agreement with Comcast

COMCAST

Sent Via UPS

August 1, 2016

Scottt A. Borling, City Clerk
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007

Re: Michigan Uniform Video Service Local Franchise Agreement

Dear Mr. Borling:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find two completed Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1s thereto filed on behalf of Comcast of Michigan I, LLC. Kindly return one executed copy of the Agreement to me in the self addressed stamped envelope.

If you have any questions, please contact me directly at 616-575-0479 or Leslie Brogan, Senior Director of Government Affairs, at 517-334-5890. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

Jeffrey Snyder
Manager of External Affairs
Comcast, Heartland Region
3500 Patterson Rd., SE
Grand Rapids, MI 49512

Enclosure

THE CITY OF Kalamazoo

Office of the City Attorney
241 W. South Street
Kalamazoo, MI 49007-4707
(269) 337-8185
Fax (269) 337-8922
www.kalamazoocity.org

August 8, 2016

Jeffrey Snyder
Comcast
3500 Patterson Rd., SE
Grand Rapids, MI 49512

Re: MI Uniform Video Service Local Franchise Agreement

Dear Mr. Snyder:

Your letter of August 1, 2016 and accompanying documents directed to City Clerk Scott Borling have been referred to me for review and response. As you set forth in your letter, Comcast is seeking to enter a Uniform Video Service Local Franchise Agreement with the City of Kalamazoo pursuant to Public Act 480 of 2006, MCL 484.3301 et. seq.

This letter is issued under the authority of MCL 484.3303(2) permitting a franchise entity 15 business days to notify the provider as to whether the submitted franchise agreement is complete under the Act. Please be advised MCL 484.3302(3)(e) requires, "An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding nation map accuracy standards." The video service area footprint set forth at Attachment 1 of the proposed Local Franchise Agreement does not meet the statute's requirement and therefore your application is deemed by the City to be incomplete.

Additionally, despite the representation to serve the entire territorial corporate limits of the City of Kalamazoo, Clerk Borling in a phone conversation with you came away with a different view; that Comcast was not intending to serve all areas of the City. This raises the concern that Comcast may seek to avoid those census tracts with significant minority populations. I trust that this is not the case and that Comcast will meet or exceed the requirements set forth at MCL 484.3009.

Please be advised that the City, consistent with other Video Service Local Franchise Agreements it has entered, requires a franchise fee of 5% and a PEG fee. Regarding the PEG fee, the current Agreement with Charter Communications expires September 5, 2017 and the $0.35 per month per subscriber fee in that Agreement is not applicable to Comcast since it did not have an existing franchise with the City of Kalamazoo on the effective date of Public Act 480 of 2006. As such the appropriate PEG fee is determined by MCL 484.3306(8)(c) or (d). Since the City has not completed a "community need assessment," the PEG fee must be set by agreement.

This office is prepared to place the request for a franchise agreement before the City Commission upon receipt of the materials necessary to complete your application and agreement on the PEG fee. Having worked with Ms. Grogan years ago on the City of Battle Creek Comcast franchise, I hope to be able to come to resolution on these outstanding matters without difficulty.

Upon submission of the required documentation to complete your application, your request will be acted up by the City Commission within 30 days.

Sincerely,

Clyde J. Robinson

Clyde J. Robinson
City Attorney

CJR/ser

cc: City Clerk Scott Borling

COMCAST

Sent Via UPS

August 23, 2016

Mr. Clyde J. Robinson, Attorney
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007

Re: Michigan Uniform Video Service Local Franchise Agreement

Dear Mr. Robinson:

Per our conversation on August 19, 2016, enclosed please find a revised page 1 for the Attachment 1 of the Uniform Video Service Local Franchise Agreement and referenced map.

Also, in regards to the PEG fee amount, Comcast is agreeable to the City inserting 35 cents per subscriber.

Sincerely,

Jeffrey Snyder
Manager of External Affairs
Comcast, Heartland Region
3500 Patterson Rd., SE
Grand Rapids, MI 49512

Enclosure

Cc: Leslie A. Brogan, Comcast

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.

2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.

3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has <u>120</u> days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

<u>The forms shall meet the following requirements:</u>

- The Provider must complete both the "<u>Uniform Video Service Local Franchise Agreement</u>" and "<u>Attachment 1 - Uniform Video Service Local Franchise Agreement</u>" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. **"<u>Attachment 2 - Uniform Video Service Local Franchise Agreement</u>" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an <u>existing</u> Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)**

- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

    1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

        "[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

    2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Kalamazoo, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan I, LLC, a Delaware Corporation doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

A. "Cable Operator" means that terms as defined in 47 USC 522(5).
B. "Cable Service" means that terms as defined in 47 USC 522(6).
C. "Cable System" means that term as defined in 47 USC 522(7).
D. "Commission" means the Michigan Public Service Commission.
E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
F. "FCC" means the Federal Communications Commission.
G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
J. "IPTV" means internet protocol television.
K. "Local unit of government" means a city, village, or township.
L. "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
Q. "Term" means the period of time provided for in Section V of this Agreement.
R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
S. "Video programming" means that term as defined in 47 USC 522(20).
T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

ᴉents of the Provider

An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).

B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.

C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.

D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.

E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.

F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.

G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.

  i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.

H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.

I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.

J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.

K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.

L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.

M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.

N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

. Provider Providing Access

A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:

  i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.

  ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.

C. [**If the Provider is using telecommunication facilities**] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters
   v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

   i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.

   ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**

   i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.

   ii. Any franchise fee imposed on the Provider that is passed on to subscribers.

   iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.

   iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.

   v. All revenue derived from compensation arrangements for advertising to the local franchise area.

   vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**

   i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

   ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

   iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.

iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.

vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

viii. Sales of capital assets or surplus equipment.

ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.

x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. <u>Public, Education, and Government (PEG) Channels</u>

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
   1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _*__) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
   2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is __-----__% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
   3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _------__% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
   4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

* $0.35 per subscriber per month

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- **A.** The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
  "[insert PROVIDER'S NAME]
  [CONFIDENTIAL INFORMATION]"
- **B.** The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- **C.** Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- **A.** The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- **B.** The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- **C.** Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- **D.** Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- **E.** A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- **F.** A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- **G.** In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. <u>Notices</u>

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity: (must provide street address)	*If to the Provider:* (must provide street address)
City of Kalamazoo:	
	1. 41112 Concept Dr.
	Plymouth, MI 48170
	Attn: VP of Government Affairs
Attn:	Fax No.: 248-233-4719
Fax No.:	
	2. 600 Galleria Pkwy
	Atlanta, GA 30339
	Attn: Sen. Vice President, Government Relations
	3. One Comcast Center
	Philadelphia, PA 19103
	Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. <u>Miscellaneous</u>

- **A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- **B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- **C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- **D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- **E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Kalamazoo, a Michigan Municipal Corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Comcast of Michigan I, LLC, a Delaware Corporation doing business as Comcast

By

Timothy P. Collins

Print Name

Regional Senior Vice President

Title

41112 Concept Drive

Address

Plymouth, MI 48170

City, State, Zip

734-254-1525

Phone

248-233-4719

Fax

Tim_Collins@cable.comcast.com

Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

FORM APPROVED
8-26-16
CJR
CITY ATTORNEY

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)

Date: July 26, 2016		
Applicant's Name: Comcast of Michigan I, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 84-1039884		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Jeff Snyder		
Title: Manager, External Affairs		
Address: 3500 Patterson Ave, SE, Grand Rapids, MI 49512		
Phone: 616-575-0479	Fax:	Email: Jeffrey_Snyder@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Please view attached confidential map for the service area Comcast intends to serve, in accordance with the standards set forth in PA 480 of 2006. **[Comcast of Michigan I, LLC, CONFIDENTIAL INFORMATION]**

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:	October 2017

For All Applications:

Verification
(Provider)

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature:	*Date:* 7-27-16

(Franchising Entity)

City of Kalamazoo, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 1

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: Thomas C. Skrobola, Management Services Director /CFO

PREPARED BY: Stephanie McGowan, Budget Manager

DATE: 8/17/2016

SUBJECT: FY 2016 Budget Amendments

RECOMMENDATION

It is recommended that the City Commission approve the attached schedule of amendments to the FY2016 Budget.

BACKGROUND

The City's Budget Policies and State law require that the City's final legislatively appropriated expenditures are adequate to cover actual expenditures. The City recommends the following changes.

General Fund:

- Increased appropriation in the amount of $216,621:
    - Information Technology: increase of $77,760 for the purchase of the CCTA Eden database and the Priority Based Budgeting on-line tool.
    - Non-Departmental: increase of $133,861 for:
        - OpenGov: Financial reporting and transparency software;
        - Plante Moran: City Income Tax analysis and web calculator design;
        - Peak Democracy: Imagine Kalamazoo 2025;
        - Change Media Group: Education and public engagement regarding revenue options;
        - Ongoing environmental remediation for Auto-Ion site.
    - Management Services/Parks and Recreation: $71,893 to be transferred from Parks and Recreation Department to Management Services Department, representing the movement of the Admin & Financial Services Manager to Financial Services (no net change to General Fund Budget);
    - Economic Development increase of $5,000 in outside contractual services for the city's contribution to the Arcadia Commons West task force.

Enterprise Fund:

- Water – Fleet: increase of $94,000 for vehicle purchases; this was intended for inclusion in Adopted FY 2016 Budget.

Capital Improvement:

- Public Safety: increase of $25,000 to complete the implementation of the VOIP system to be compliant with E-911 guidelines, and internal security needs for emergency announcements. This additional appropriation will be covered by bond proceeds carried over from last year.

FISCAL IMPACT

The city wide budgetary impact is an increase of $335,621. General Fund expenditures would increase by $216,621. If these additional appropriations are adopted, the General Fund is still projected to exceed the City Commission's Fund Balance target of 13% at the end of FY 2016 and FY 2017 without any expenditure reductions. The General Fund fund balance would be lowered from 16.7% to 16.3% at the end of FY 2016, and from a projected 15.8% to 15.4% at the end of FY 2017.

ALTERNATIVES

The City Commission could choose not to amend the FY2016 budget for the requested additional appropriations. This is not recommended, since it would leave the city out of compliance with budgetary legislation.

ATTACHMENTS:

Type	Description
🗋	Budget 2016 Mid Year Budget Amendments

CITY OF KALAMAZOO
2016 GENERAL FUND PROPOSED BUDGET ADJUSTMENTS

	2016 Adopted Budget	2016 Budget Adjustments	2016 Proposed Amended
REVENUE			
Tax Levy Revenue	28,656,467		28,656,467
Other Tax or PILOT Payments	1,888,281		1,888,281
Licenses, Permits & Fees	2,220,640		2,220,640
Intergovernmental Revenue	9,620,633		9,620,633
Charges for Services	9,434,251		9,434,251
Fines and Forfeitures	486,800		486,800
Interest & Rentals	182,108		182,108
Other Revenue	468,452		468,452
Total Revenue	**52,957,632**	**-**	**52,957,632**
EXPENDITURES			
City Commission	73,708		73,708
City Administration	860,447		860,447
City Attorney	649,270		649,270
City Clerk	622,473		622,473
Internal Auditor	85,957		85,957
Human Resources	672,148		672,148
Information Technology	1,200,453	77,760	1,278,213
Management Services	2,926,245	71,893	2,998,138
Public Safety	28,709,019		28,709,019
Public Services	5,514,193		5,514,193
Community Planning & Development	1,558,871		1,558,871
Economic Development	105,540	5,000	110,540
Parks & Recreation	1,858,117	-71,893	1,786,224
Non-Departmental Expenditures	2,312,440	133,861	2,446,301
Initiatives	335,000		335,000
OPEB Expense	6,324,225		6,324,225
Total Operating Expenditure	**53,808,105**	**216,621**	**54,024,726**
Transfer to Local Street Fund	-		-
Transfer to CIP Fund	2,100,000		2,100,000
Total Transfer for Capital Improvement	**2,100,000**	**-**	**2,100,000**
TOTAL EXPENDITURES	**55,908,105**	**216,621**	**56,124,726**
Beginning Fund Balance	**12,821,521**		**12,821,521**
Surplus / (Deficit)	**(3,054,482)**	**216,621**	**(3,271,103)**
Contribution from/(to) Budget Stabilization	-		**-**
Contribution from/(to) Insurance Fund			-
Ending Fund Balance	**9,767,039**		**9,550,418**
Target Fund Balance	6,884,492		6,884,492
Amount Over (Under) Target	2,882,547		2,665,926

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: Jeff Chamberlain, Deputy City Manager

PREPARED BY: John W. Kneas, Assistant City Attorney

DATE: 8/3/2016

SUBJECT: Ingress / Egress Easement Agreement

RECOMMENDATION

It is recommended that the City Commission approve and authorize the City Manager to sign the Ingress and Egress Easement Agreement with Youth for Christ of the Kalamazoo Area.

BACKGROUND

Youth for Christ owns the property and has its offices at 122 West Crosstown Parkway (YFC Parcel), which is adjacent to the City's property at 150 West Crosstown Parkway – commonly known as one of the Crosstown Ponds (City Parcel). In the mid-1900s the City reshaped the Crosstown Ponds for the construction of Crosstown Parkway. Before the construction of Crosstown Parkway it is believed that the ingress and egress to the YFC Parcel was through what is now known as Vandersalm Court. Ingress and egress to the YFC Parcel is now from Crosstown Parkway. It was recently discovered that the driveway to the YFC Parcel is partly through the City Parcel. Therefore, this easement will memorialize the right of Youth for Christ to continue to use the City Parcel for ingress and egress to the YFC Parcel.

COMMUNITY RESOURCES CONSULTED

No community resources were consulted.

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVES

Considering the driveway to Youth for Christ has been located on city property for a number of years, no alternative is recommended.

ATTACHMENTS:

	Type	Description
🗋	Aerial Photo	Ingress / Egress Easement
🗋	Aerial Photo	Easement Survey-Legal Description
🗋	Aerial Photo	Easement Sketch

INGRESS / EGRESS EASEMENT

This Easement Agreement (Agreement) is between the CITY OF KALAMAZOO (City), whose address is 241 W. South Street, Kalamazoo, Michigan 49007, and YOUTH FOR CHRIST OF THE KALAMAZOO AREA (Youth for Christ), a Michigan non-profit corporation, whose address is 122 West Crosstown Parkway, Kalamazoo, Michigan 49001.

Background:

A. Youth for Christ owns the property and has its offices at 122 West Crosstown Parkway (YFC Parcel), which is adjacent to the City's property at 150 West Crosstown Parkway – commonly known as one of the Crosstown Ponds (City Parcel).

B. In the mid-1900s the City reshaped the Crosstown Ponds for the construction of Crosstown Parkway.

C. Before the construction of Crosstown Parkway it is believed that the ingress and egress to the YFC Parcel was through what is now known as Vandersalm Court. Ingress and egress to the YFC Parcel is now from Crosstown Parkway.

D. It was recently discovered that the driveway to the YFC Parcel is partly through the City Parcel.

E. This Agreement will memorialize the right of Youth for Christ to continue to use the City Parcel for ingress and egress to the YFC Parcel.

THEREFORE, in consideration of the above the City and Youth for Christ agree as follows:

1. Grant of Easement and Description of Easement Area. The City grants to Youth for Christ, including their guests and invitees, an easement for ingress and egress to the YFC Parcel over, across and through that triangle shaped portion of the City Parcel as more fully described and depicted in attached Exhibit A (Easement Area).

2. *Permitted Use, and Maintenance and Repair*. The right of ingress and egress given to Youth for Christ does not confer any rights to park or otherwise occupy the Easement Area other than to facilitate ingress to and egress from the YFC Parcel. YFC is responsible to maintain, repair and replace the driveway in good condition and will not install, place or construct any other improvements within the Easement Area without the prior written permission of the City.

3. *Insurance and Indemnification.* Youth for Christ will maintain its policy of commercial general liability insurance, naming "the City, it agents, officials and employees," as additional insureds and providing for 30 days written notice to the City that policy (or rider) is terminated or cancelled.

Further, Youth for Christ will indemnify, defend and hold harmless the City, and their officers, officials, agents and employees, from any claims, causes of action and expenses (including reasonable attorneys' fees) which arises from Youth for Christ (or any of its guests or invitees) use or possession of the Easement Area.

4. *Consideration*. The length of time Youth for Christ has used the Easement Area and its responsibilities under this Agreement are considered sufficient consideration for this Agreement.

5. *Duration / Termination*. The easement granted by this Agreement is perpetual and binding upon the parties, their heirs, successors or assigns, and future owners of the Property, unless the driveway is relocated entirely onto the YFC Parcel.

6. *Recording*. The City will record, at Youth for Christ's expense, this Agreement with the Register of Deeds for Kalamazoo County. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(h)(*i*) and MCL 207.526(6)(h)(*i*).

SIGNATURES AND ACKNOWLEDGMENTS INTENTIONALLY ON NEXT PAGE

Date: _______________, 2016

Youth for Christ of the Kalamazoo Area

By: ______________________________

Bob Goldston

Its: Chair

STATE OF MICHIGAN }
}ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _________________, 2016, by Bob Goldston, on behalf of Youth for Christ of the Kalamazoo Area.

____
Notary Public
Kalamazoo County, Michigan
My Commission expires: _____________

Date: _______________, 2016

City of Kalamazoo

By: ______________________________

James K. Ritsema

Its: City Manager

STATE OF MICHIGAN }
} ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _________________, 2016, by James K. Ritsema, City Manager, on behalf of the City of Kalamazoo.

____
Notary Public
Kalamazoo County, Michigan
My Commission expires: _____________

<u>This document prepared by</u>:
John W. Kneas (P26112)
Assistant City Attorney
241 W. South St.
Kalamazoo, MI 49007

K:Attydocs\JOHN\Ingress-EgressEase.(YFC)
7/27/16

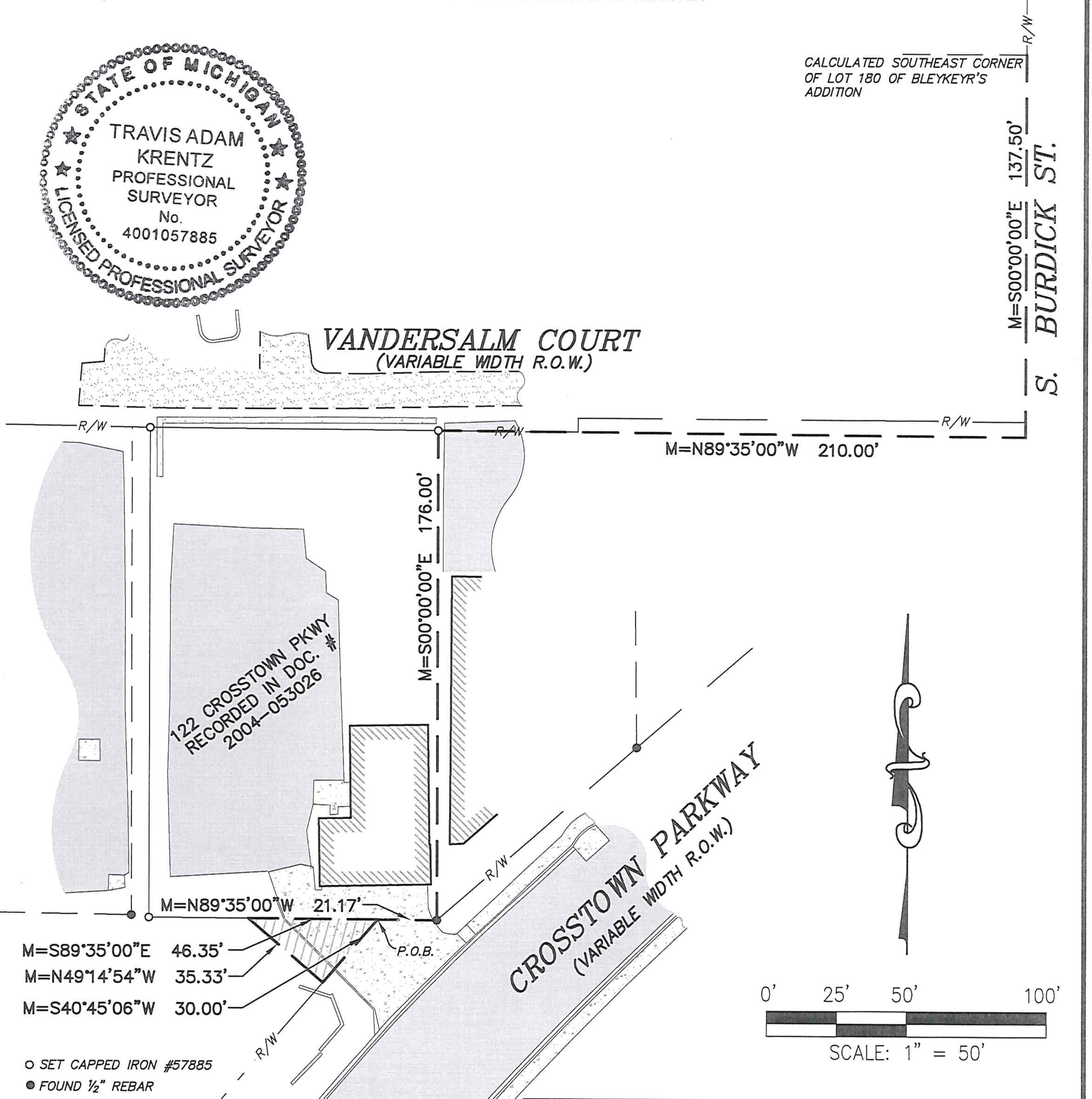
EASEMENT

LEGAL DESCRIPTION AND SKETCH OF ACCESS EASEMENT

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 180 OF BLEYKER'S ADDITION TO THE CITY OF KALAMAZOO; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BURDICK STREET 137.50 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST 210.00 FEET TO THE NORTHEAST CORNER OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2004-053026 KALAMAZOO COUNTY RECORDS AND A ½ INCH CAPPED REBAR WITH LICENSE NUMBER 57885; THENCE ALONG EAST LINE OF SAID LAND AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SOUTH BURDICK STREET, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 176.00 FEET TO THE SOUTHEAST CORNER OF LAND RECORDED IN SAID WARRANTY DEED, A ½ INCH REBAR , AND THE NORTHERLY RIGHT OF WAY LINE OF WEST CROSSTOWN PARKWAY; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WEST CROSSTOWN PARKWAY AND THE SOUTHERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST 21.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF WEST CROSSTOWN PARKWAY, SOUTH 40 DEGREES 45 MINUTES 06 SECONDS WEST 30.00 FEET; THENCE PERPENDICULAR TO SAID NORTHERLY RIGHT OF WAY LINE, NORTH 49 DEGREES 14 MINUTES 54 SECONDS WEST 35.33' TO THE SOUTH LINE OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2004-053026 KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST 46.35 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.012 +/- ACRES (530 +/- SQUARE FEET). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

STATE OF MICHIGAN
TRAVIS ADAM KRENTZ
PROFESSIONAL SURVEYOR
No. 4001057885
LICENSED PROFESSIONAL SURVEYOR



DRIESENGA & ASSOCIATES, INC.
Engineering · Surveying · Testing
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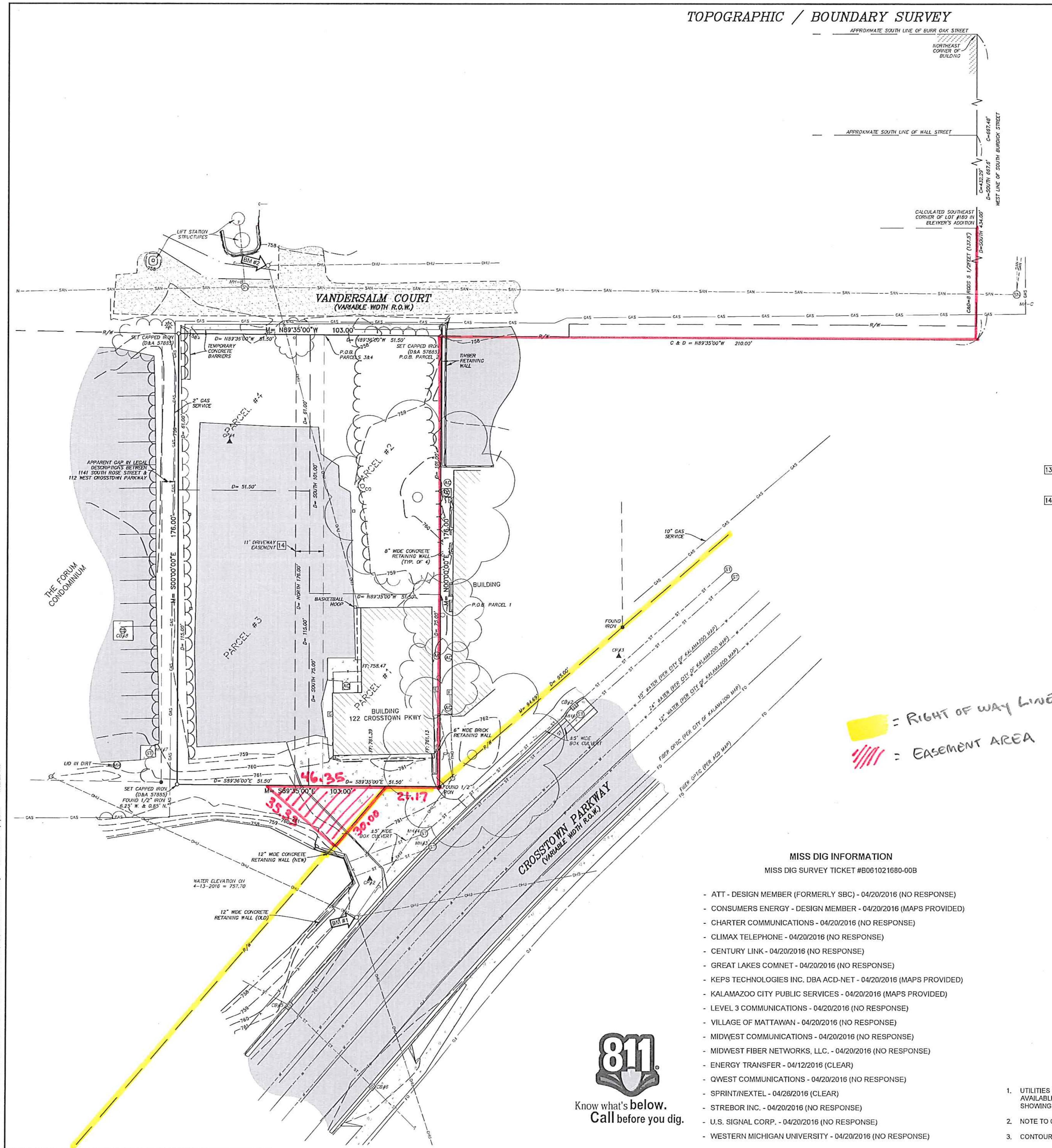
Holland, MI – 616-396-0255
Grand Rapids, MI – 616-249-3800
Kalamazoo, MI – 269-544-1455
Detroit, MI – 734-368-9483

FOR YOUTH FOR CHRIST	
IN THE SOUTHWEST 1/4 OF SECTION 22, T.02S., R.11W.	
DATE 07-18-2016	DRAWN BY TAK
SHEET 1 OF 1	JOB No. 1650231.5A

Travis Krentz
P.S. No. 57885

File Name: N:\Kalamazoo Replicated\Projects\2016\1650231.5A Youth For Christ\dwg\1650231 EASEMENT DESCRIPTION.dwg Last Saved: 7/19/2016 8:55:47

TOPOGRAPHIC / BOUNDARY SURVEY



MISS DIG INFORMATION

MISS DIG SURVEY TICKET #B061021680-00B

- ATT - DESIGN MEMBER (FORMERLY SBC) - 04/20/2016 (NO RESPONSE)
- CONSUMERS ENERGY - DESIGN MEMBER - 04/20/2016 (MAPS PROVIDED)
- CHARTER COMMUNICATIONS - 04/20/2016 (NO RESPONSE)
- CLIMAX TELEPHONE - 04/20/2016 (NO RESPONSE)
- CENTURY LINK - 04/20/2016 (NO RESPONSE)
- GREAT LAKES COMNET - 04/20/2016 (NO RESPONSE)
- KEPS TECHNOLOGIES INC. DBA ACD-NET - 04/20/2016 (MAPS PROVIDED)
- KALAMAZOO CITY PUBLIC SERVICES - 04/20/2016 (MAPS PROVIDED)
- LEVEL 3 COMMUNICATIONS - 04/20/2016 (NO RESPONSE)
- VILLAGE OF MATTAWAN - 04/20/2016 (NO RESPONSE)
- MIDWEST COMMUNICATIONS - 04/20/2016 (NO RESPONSE)
- MIDWEST FIBER NETWORKS, LLC. - 04/20/2016 (NO RESPONSE)
- ENERGY TRANSFER - 04/12/2016 (CLEAR)
- QWEST COMMUNICATIONS - 04/20/2016 (NO RESPONSE)
- SPRINT/NEXTEL - 04/26/2016 (CLEAR)
- STREBOR INC. - 04/20/2016 (NO RESPONSE)
- U.S. SIGNAL CORP. - 04/20/2016 (NO RESPONSE)
- WESTERN MICHIGAN UNIVERSITY - 04/20/2016 (NO RESPONSE)

811 Know what's below. Call before you dig.

SCHEDULE "A" LEGAL DESCRIPTION
FROM: CHICAGO TITLE INSURANCE COMPANY
TITLE NO.: 390687934CML (EFFECTIVE DATE: SEPTEMBER, 24 2015)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF KALAMAZOO, KALAMAZOO COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:
COMMENCING AT A POINT 101 FEET SOUTH OF A POINT 210 FEET WEST OF A POINT ON THE WEST LINE OF SOUTH BURDICK STREET 8 RODS 5 1/2 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 180 OF BLEYKER'S ADDITION TO THE CITY OF KALAMAZOO, THENCE WEST 51 1/2 FEET, THENCE SOUTH TO A LINE RUNNING 176 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SIDEWALK NOW EXISTING ON GARFIELD COURT (NOW KNOWN AS VANDERSALM COURT) (THE SOUTH LINE OF SAID SIDEWALK BEING FURTHER DESCRIBED AS RUNNING AT A NORTHWEST ANGLE OF 89° 35' WITH THE WEST LINE OF SOUTH BURDICK STREET FROM A POINT ON SAID WEST LINE OF SOUTH BURDICK STREET 667.60 FEET SOUTH OF THE SOUTH LINE OF BURR OAK STREET) THENCE EAST PARALLEL WITH THE SAID SOUTH LINE OF SAID SIDEWALK 51 1/2 FEET, THENCE NORTH 75 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 2:
COMMENCING AT A POINT 210 FEET WEST OF A POINT ON THE LINE OF SOUTH BURDICK STREET 8 RODS 5 1/2 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 180 OF BLEYKER'S ADDITION TO THE CITY OF KALAMAZOO, THENCE WEST 51 1/2 FEET, THENCE SOUTH 101 FEET TO A LINE RUNNING 101 FEET, SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SIDEWALK NOW EXISTING ON GARFIELD COURT (NOW KNOWN AS VANDERSALM COURT), (SAID SOUTH LINE OF SAID SIDEWALK BEING FURTHER DESCRIBED AS RUNNING AT A NORTHWEST ANGLE OF 89° 35' WITH THE WEST LINE OF SOUTH BURDICK STREET, FROM A POINT ON SOUTH BURDICK STREET 667.6 FEET SOUTH OF THE SOUTH LINE OF BURR OAK STREET), THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SIDEWALK 51 1/2 FEET, THENCE NORTH 101 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 3:
THE SOUTH 115 FEET OF THE FOLLOWING DESCRIBED PREMISES: COMMENCING AT A POINT ON THE WEST LINE OF SOUTH BURDICK STREET 434 FEET SOUTH OF THE SOUTH LINE OF WALL STREET; THENCE WEST ON A LINE MAKING A NORTHWEST ANGLE OF 89° 36' WITH THE WEST LINE OF SOUTH BURDICK STREET 261.5 FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THIS LINE TO THE WEST 51.5 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SOUTH BURDICK STREET 176 FEET; THENCE EAST PARALLEL TO THE FIRST COURSE 51.5 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SOUTH BURDICK STREET 176 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 4:
COMMENCING AT A POINT ON THE WEST LINE OF SOUTH BURDICK STREET 434 FEET SOUTH OF THE SOUTH LINE OF WALL STREET; THENCE WEST ON A LINE MAKING A NORTHWEST ANGLE OF 89° 36' WITH THE WEST LINE OF SOUTH BURDICK STREET 261.5 FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THIS LINE TO THE WEST 51.5 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SOUTH BURDICK STREET 176 FEET; THENCE EAST PARALLEL TO THE FIRST COURSE 51.5 FEET; THENCE NORTH PARALLEL TO WEST LINE OF SOUTH BURDICK STREET 176 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 115 FEET THEREOF.

PARCEL ID: 3906-22-335-008
STREET ADDRESS: 122 W CROSSTOWN PARKWAY, KALAMAZOO

SCHEDULE B-II EXCEPTIONS
FROM: CHICAGO TITLE INSURANCE COMPANY
TITLE NO.: 390687934CML (EFFECTIVE DATE: SEPTEMBER, 24 2015)

13 RIGHT OF WAY ONE RODS WIDE FOR A DRIVEWAY IN COMMON WITH OTHERS AS SET FORTH IN DEED RECORDED IN LIBER 147, PAGE 137, KALAMAZOO COUNTY RECORDS (DOES NOT TOUCH SURVEYED PARCEL)

14 EASEMENT FOR AN 11 FOOT MUTUAL DRIVEWAY AS SET FORTH IN DEEDS RECORDED IN LIBER 795 OF DEEDS, PAGE 1063; LIBER 822, PAGE 119 AND LIBER 841, PAGE 115, KALAMAZOO COUNTY RECORDS (SHOWN ON DRAWING)

BENCHMARK DATA

NAVD '88 AS DERIVED FROM GPS OBSERVATIONS UTILIZING (MDOT CORS VRS 12B)

BM #1 EL= 758.68' (NAVD '88 DATUM)
FOUND RAILROAD SPIKE ON NORTHWEST SIDE OF UTILITY POLE LOCATED ±63' SOUTHERLY OF THE SOUTHWEST BUILDING CORNER.

BM #2 EL= 762.23' (NAVD '88 DATUM)
SET 60D NAIL ON NORTHEAST SIDE OF UTILITY POLE, LOCATED ON THE NORTH SIDE OF VANDER SALM COURT.

SURVEY CONTROL

POINT NUMBER	NORTHING (ASSUMED)	EASTING (ASSUMED)	ELEVATION (NAVD '88)
1	10000.0000'	10000.0000'	761.57'
2	9852.1760'	9680.9307'	761.73'
3	9939.1558'	9778.1675'	761.31'
4	10022.7643'	9625.3869'	758.29'

STORM STRUCTURE DATA

MH #1
±5' WIDE BOX CULVERT
RIM = 761.42
BOTTOM = 754.37

CB #2
±5' WIDE BOX CULVERT
RIM = 761.26
BOTTOM = 754.51

MH #3
±5' WIDE BOX CULVERT
RIM = 761.30
BOTTOM = 754.80

MH #4
±5' WIDE BOX CULVERT
RIM = 761.31
BOTTOM = 754.81

CB #5 - 2'Ø BLOCK
RIM = 760.73
INV (SE) 6" CPP = 758.13
INV (NW) 12" = 756.03
SUMP = 755.83

CB #6 - 2'Ø BLOCK
RIM = 760.70
INV (NW) 6" CPP = 757.90
INV (SE) 12" = 756.60
SUMP = 754.15

MH #7 - 2'Ø CONCRETE
RIM = 760.30
PUMP

CB #8
RIM = 759.03
DEBRIS = 757.53

SANITARY STRUCTURE DATA

MH-A 4'Ø CONCRETE
RIM = 759.94
INV (W) 8" PVC = 752.35
INV (E) 8" PVC = 752.40

MH-B 4'Ø CONCRETE
RIM = 757.64
INV (N) 8" PVC = 748.96
INV (W) 8" PVC = 749.00
INV (E) 8" PVC = 749.00

MH-C 4'Ø CONCRETE
RIM = 760.66
INV (W) 8" PVC = 750.60
INV (N) 8" PVC = 750.64
INV (N) 6" PVC = 753.36

SURVEYOR'S NOTES

1. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL FIELD MEASUREMENTS AND AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
2. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG - CALL MISS DIG AT 811.
3. CONTOUR INTERVAL = 1 FOOT.

LOCATION MAP — NO SCALE

0' 10' 20' 40'
SCALE: 1" = 20'

LEGEND

EXISTING
BENCHMARK
SET CONCRETE MONUMENT
MONUMENT FOUND
SET CAPPED REBAR #57885
FOUND IRON
SET CHISELED "X"
FOUND CHISELED "X"
CONTROL POINT
PLATTED P=
DESCRIBED D=
MEASURED M=
RECORD R=
STORM SEWER MANHOLE
CATCH BASIN
SANITARY SEWER MANHOLE
CLEANOUT
WELL HEAD
FIRE HYDRANT
SPRINKLER CONTROL VALVE
SPRINKLER HEAD
VALVE (WATER & GAS)
GAS METER
UTILITY RISERS
UTILITY POLE
LIGHT POLE
GUY ANCHOR
TRANSFORMER
HAND HOLE (ELECTRIC)
ELECTRIC METER
GROUND MOUNTED LIGHT
SIGN
SOIL BORING SB #1
BOLLARD POST
POST
GATE
"MISS DIG" FLAG – CATV
"MISS DIG" FLAG – ELECTRICAL
"MISS DIG" FLAG – FIBER OPTIC
"MISS DIG" FLAG – GAS
"MISS DIG" FLAG – SANITARY
"MISS DIG" FLAG – STORM
"MISS DIG" FLAG – TELEPHONE
"MISS DIG" FLAG – WATER
FENCE LINE
ELECTRIC
TELEPHONE
FIBER OPTIC
GAS LINE
EXISTING WATER LINE
EXISTING STORM SEWER
EXISTING SANITARY SEWER
BITUMINOUS SURFACE | CONCRETE SURFACE | GRAVEL SURFACE
CONIFEROUS TREE | DECIDUOUS TREE | ORNAMENTAL BUSH

TRAVIS KRENTZ P.S. NO. 57885

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

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Detroit, MI – 734-368-9483

REVISIONS
1

122 WEST CROSSTOWN PARKWAY
SEC. 22, T02S, R11W CITY OF KALAMAZOO, K-ZOO CO.
THE BARTON GROUP
7950 MOORSBRIDGE ROAD
PORTAGE, MICHIGAN 49024

TOPOGRAPHIC / BOUNDARY SURVEY

Designed By:	
Drawn By:	VEF/CAG
Checked By:	Date:
Plot:	
Scale:	1"=20'
Date:	05-03-2016
Job No.:	1650231.5A
Sheet No.:	1 of 1

DEPARTMENT OF PUBLIC SERVICES - Engineering

THE CITY OF Kalamazoo

CROSSTOWN PARKWAY

FROM BRONSON TO KING HIGHWAY

SURVEYED WILLIAMS & WORKS	SCALE	REVISIONS
DESIGNED D. VANDERHEIDE	VERTICAL: AS NOTED	
DRAWN R. SECORD	HORIZONTAL: AS NOTED	
APPROVED R. JOHR	DATE NOV '06	

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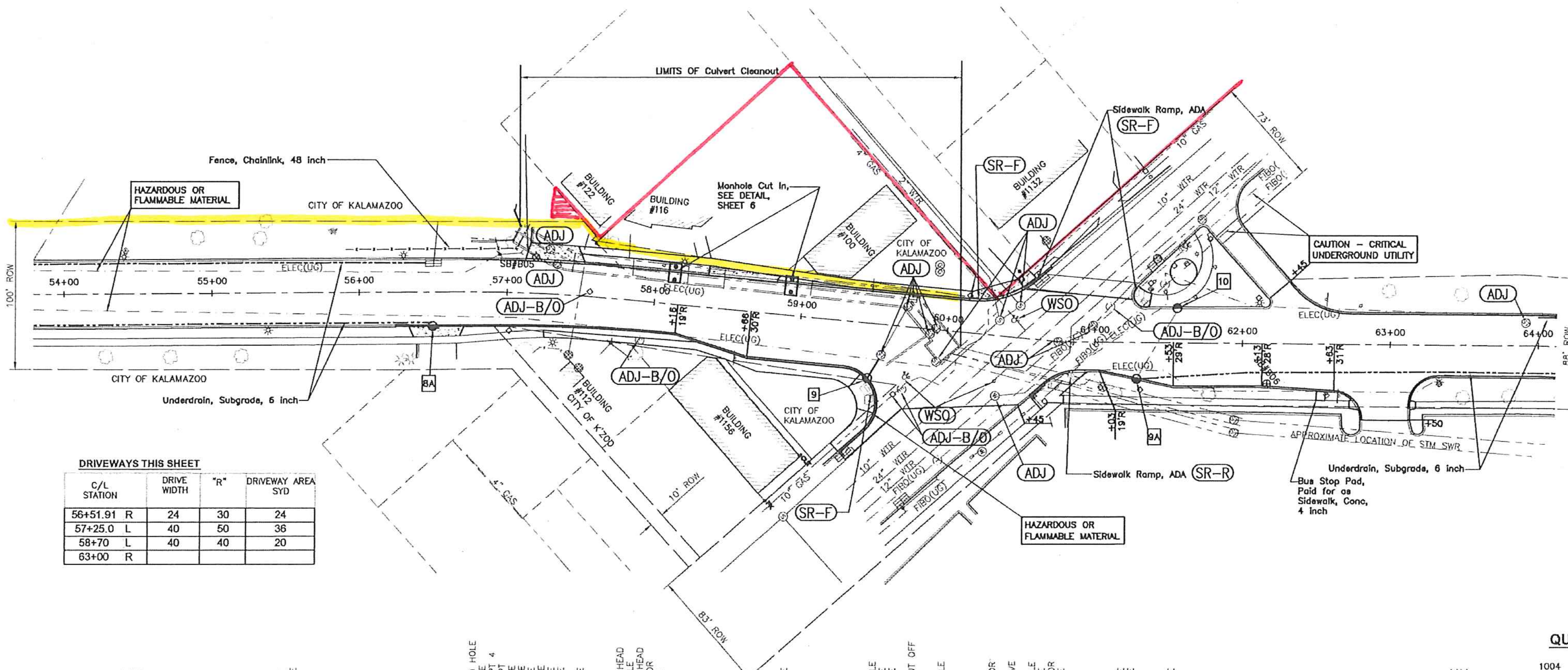
engineers . planners . surveyors
616.224.1500 phone . 616.224.1501 facsimile
549 Ottawa Ave NW . Grand Rapids, MI 49503

BURDICK ST



Horizontal Scale in Feet

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

DRIVEWAYS THIS SHEET

C/L STATION	DRIVE WIDTH	"R"	DRIVEWAY AREA SYD
56+51.91 R	24	30	24
57+25.0 L	40	50	36
58+70 L	40	40	20
63+00 R			

BORN CT

BURDICK ST

CROSSTOWN PARKWAY

QUANTITIES THIS SHEET

1004	Syd	Aggregate Base, Modified, 6 inch
3	Ea	Connect to Existing Sewer
4	Ea	Dr Structure, 24 inch dia
13	Ea	Dr Structure Cover, Adj, Case 1
600	Ft	Culvert Cleanout
475	Sft	Sidewalk Ramp, ADA
2593	Sft	Sidewalk, Conc, 4 inch
1566	Ft	Curb and Gutter, Conc, Det F2
80	Syd	Driveway, Nonreinf Conc, 6 inch
5062	Syd	Pavement Interlayer
102	Ton	HMA, 11A, Modified
400	Ton	HMA, 13A, Modified
300	Ton	HMA, 36A, Modified, Polymer
3	Ea	Water Shutoff, Adj
135	Ft	Fence, Chainlink, 72 inch
1	Ea	Sewer Tap, 12 Inch

CITY OF KALAMAZOO
KALAMAZOO COUNTY, MICHIGAN
CROSSTOWN PARKWAY
CONSTRUCTION STA 54+00 TO STA 64+00

DESIGNED BY VANDERHEIDE	DATE 8/06
DRAWN BY SECORD	DATE 8/06
CHECKED BY JOHR	DATE
PROJECT 206170	
FILE 09-plt-CONST	

21
SHEET NO.

Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 8/26/2016

SUBJECT: Approval of City Commission Minutes

RECOMMENDATION

It is recommended that the City Commission approve the minutes from its meetings on July 28, August 1, and August 15, 2016.

ATTACHMENTS:

Type	Description
🗋	Minutes July 28, 2016 City Commission Work Session
🗋	Minutes August 1, 2016 City Commission Business Meeting
🗋	Minutes August 15, 2016 City Commission Neighborhood Meeting
🗋	Minutes August 15, 2016 City Commission Business Meeting

A special work session of the Kalamazoo City Commission was held on Thursday, July 28, 2016 at 6:00 p.m. in the Governing Board Room at Metro Transit, 530 North Rose Street. The purpose of the meeting was for the Commission to review and discuss revenue options for the City of Kalamazoo.

Roll Call

COMMISSIONERS PRESENT:	Mayor Bobby Hopewell Vice Mayor Don Cooney David Anderson Erin Knott Matt Milcarek Shannon Sykes Jack Urban
COMMISSIONERS ABSENT:	None

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

Communications

An opportunity was given for general communications, but none were offered.

Presentation on Revenue Options: Income Tax

City Manager Ritsema delivered a PowerPoint presentation entitled *Kalamazoo's Future Revenue Options*. A copy of the presentation was filed with the papers for this meeting.

After the first eight slides an opportunity was given for Commissioners to ask questions regarding the income tax proposal.

In response to a question from Commissioner Sykes, City Manager Ritsema confirmed that an increase in tax exemptions would lower the tax liability, but there would be a corresponding decrease in revenue.

City Attorney Robinson distributed and reviewed a document entitled *City Income Tax Survey*.

In response to a question from Commissioner Milcarek, City Attorney Robinson indicated the law allowed for exemptions based on Adjusted Gross Income (AGI) but did not make allowances for a tiered AGI exemption based on family size.

In response to a question from Commissioner Milcarek, Management Services Director Tom Skrobola indicated the revenue figures in the chart entitled "Income Tax & Corresponding Property Tax Rollback" were net of administrative costs.

City Manager Ritsema noted an income tax calculator would be made available on the City's website sometime during the next week.

Presentation on Revenue Options: Foundation for Excellence

City Manager Ritsema finished his presentation, which included the introduction of a new, philanthropic approach to the City's structural revenue problem called the "Foundation for Excellence."

Presentation on Revenue Options: Foundation for Excellence (cont'd)

Commissioner Urban suggested the City combine the income tax and Foundation for Excellence in order to take away the threat of an income tax in three years. Commissioner Urban wondered whether the philanthropic approach was offered because of the threat of an income tax.

Commissioner Anderson stated the philanthropic approach was an unbelievable opportunity. Commissioner Anderson remarked on his years as a City Commissioner and the frustration of having to live with scarcity and spending reductions because of state laws that limited the revenue options for cities. Commissioner Anderson noted the City was facing deficits and spending reductions again, and the recommendations of the Blue Revenue Panel did not balance the budget. Commissioner Anderson stated that with the Foundation for Excellence he was able to dream for the first time. Commissioner Anderson indicated courage was needed to step out and take advantage of this opportunity.

Commissioner Milcarek observed that if the Foundation for Excellence was not funded after three years the City Commission would need to put forward an income tax proposal or restore the property tax levy to 19 mills. Commissioner Milcarek expressed concern about the need to have an income tax discussion in three years with the "property tax gun to our heads."

In response to a question from Commissioner Milcarek, City Attorney Robinson stated the City Commission was authorized to levy a property tax of up to 19.27 mills without a vote of the people.

Commissioner Urban stated he did not want to push the revenue problem down the road and suggested having a ballot question in the near future that would create a trigger for an income tax in three years if the Foundation for Excellence was not funded.

In response to questions and concerns from Commissioner Sykes about trust and transparency, Mayor Hopewell announced William Johnston and Bill Parfet were the donors. Mayor Hopewell remarked on their history of philanthropy and indicated they would help the City raise the funds for the long term sustainability of the Foundation. Mayor Hopewell clarified the $70 million donation was to provide the City with some relief while fund raising took place.

Vice Mayor Cooney stated he wanted to celebrate the Foundation for Excellence and did not want to talk about an income tax. Vice Mayor Cooney spoke about the need to eliminate poverty in order to help young people take advantage of the Kalamazoo Promise.

Motion to Continue Working on the Foundation for Excellence

Commissioner Anderson, seconded by Commissioner Knott, moved to direct the City Manager to continue working on the Foundation for Excellence model and to bring a detailed proposal to the City Commission, including answers to Commissioners' questions and a draft Memorandum of Understanding (MOU), with all haste but not later than the end of September.

Motion to Continue Working on the Foundation for Excellence (cont'd)

Commissioner Milcarek questioned whether the philanthropic approach was contingent on the City not pursing an income tax.

Mayor Hopewell clarified that he and City Manager Ritsema approached the donors with the Foundation for Excellence idea, not vice-a-versa, and the details would be in documents that needed to be developed.

Commissioner Urban expressed support for the motion but highlighted the need for assurances the City Commission would remain in control and that all Commissioners would be involved. Commissioner Urban suggested he would make a separate motion to get assurance of a way forward with an income tax option that would not push the structural revenue problem down the road.

Commissioner Milcarek indicated the first priority for the City Commission was to solve the City's structural budget deficit. Commissioner Milcarek observed that the income tax would put the solution in the hands of voters, while the Foundation for Excellence would put the solution in the hands of donors. Commissioner Milcarek expressed concern about the philanthropic approach because the City would be relying on someone else for its long term stability, and he preferred to have citizens in control. Commissioner Milcarek stated the Foundation for Excellence was a fascinating idea, but it would create a new stakeholder in government that did not currently exist. Commissioner Milcarek questioned what control or influence the donors would have.

Commissioner Anderson stated there was time to talk about an income tax, but the City Commission needed specific details on the Foundation for Excellence.

Commissioner Sykes indicated the details of the Foundation for Excellence proposal would be very important, and she supported the motion for the sake of getting more details.

Commissioner Urban expressed support for the motion but indicated he probably would not vote to approve the Foundation for Excellence approach without the delayed activation of an income tax.

Commissioner Milcarek stated he wanted to see the structural deficit problem solved in a permanent way and asked if the donors were willing to explore a combined model. Commissioner Milcarek stated his "yes" vote was for the exploration of these options.

Mayor Hopewell indicated an MOU would cover the details of the arrangements for a Foundation for Excellence.

When an opportunity was given for citizens to comment on the motion, the following people addressed the City Commission:

> Paul Kriner, City resident, asked for more citizen involvement in this process, especially if tax increases were discussed.
>
> Barbara Blumhardt, City resident, stated residents needed more details about the philanthropic approach.

Motion to Continue Working on the Foundation for Excellence (cont'd)

Brandon Dorrington, City resident, stated more funding was needed for youth, and there needed to be more citizen involvement.

Richard Stewart, City resident, stated the City needed to contain costs and address the mismanagement of the past 10 years.

Michael Jefferies, City resident, thanked the City for trying to be creative in getting more revenue while not taxing citizens. Mr. Jeffries asked the City to keep residents involved in the process.

Derek Wissner, City resident, noted the City was getting citizen input through Imagine Kalamazoo 2025 (IK2025), and he questioned why people were arguing about accepting funds.

Mattie Jordan-Woods, City resident, thanked City Manager Ritsema for thinking of the philanthropic approach and remarked on the need to reduce the workload on City employees.

Mike Seals, non-resident, commended the City for considering the philanthropic approach and encouraged the City to grab this opportunity as long as the donors gave up control of the funds.

Garrylee McCormick, City resident, commended the City for looking at this option.

Nathan Dannison, City resident, stated he would love for his non-profit organization to donate to the Foundation, and he questioned how a 10-mill property tax levy would compare to other cities.

Dana Underwood, City resident, remarked on how the philanthropic opportunity was surrounded by feelings of excitement but also fear and distrust. Ms. Underwood encouraged people to live with both emotions and address concerns through resident involvement.

Zach Lassiter, City resident, thanked the City and stated the philanthropic option was better than an income tax. Mr. Lassiter noted the motion was to explore this option, not approve it.

Chan Pratt, City resident, noted the City Manager was introducing this as an idea, not slipping it in the back door. Mr. Pratt encouraged the City to not throw away a blessing because it did not come in expected form.

Bruce Martin, City resident, urged caution because a large amount of money would need to be raised in three years to fund an endowment. Mr. Martin expressed frustration with the City's reliance on the property tax and encouraged Commissioners to keep exploring an income tax.

Jacob Johnson, City resident, stated it was sad that the City needed private donors to invest in public education and City

Motion to Continue Working on the Foundation for Excellence (cont'd)

government. Mr. Johnson questioned how the Foundation for Excellence would help him and his family.

Linda Teeter, City resident, thanked the City Commission for its leadership and noted the different set of leadership skills were needed now – skills to build instead of cut.

Sherri Welsh, City resident, discussed the shortcomings of the work of the Blue Ribbon Revenue Panel and stated this opportunity felt like a second Kalamazoo Promise.

Patti Owens, City resident, remarked on the different emotions that were being expressed, and she stated there would be great responsibility with this opportunity.

Tomas Minto, City resident, stated change was scary, but the Foundation for Excellence would give the City options, as long as there was separation between the City and the donors.

Max Tibbitts, City resident, expressed support for the motion.

Strick Strickland, City resident, stated the City had a great group of leaders who could get the work done. Mr. Strickland stated change was not scary if you were fully aware of the challenges facing the City.

Wayne Collier, Jr., City resident, encouraged the City to use the new money in creative ways, hire minority contractors, and not just give funds to the usual people.

Kris Mbah, City resident, thanked the City for presenting the philanthropic option and highlighted the need for transparency. Mr. Mbah encouraged the City to engage citizens authentically.

Von Washington, non-resident, stated he had never met the Kalamazoo Promise donors, but he worked for them and trusted them. Mr. Washington indicated it was time for the City to leverage the Kalamazoo Promise with this opportunity.

Commissioner Milcarek asked for an opportunity to further discuss an income tax and to make sure staff had direction in this area.

Mayor Hopewell stated the intent of the presentation was to lay out a concept, not the details, and he noted that at some level this would be a leap of faith. Mayor Hopewell explained it was staff who did the work to move ideas forward and noted the City's form of government was a representative democracy, not a pure democracy. Mayor Hopewell stated Imagine Kalamazoo 2025 was the vehicle for citizen to submit ideas, and City leaders needed to do their best to hear from the entire community. Mayor Hopewell stated the Foundation for Excellence would support the Kalamazoo Promise and make Kalamazoo a great place.

Motion to Continue Working on the Foundation for Excellence (cont'd)

With a roll call vote this motion passed.

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

NAYS: None

Commissioner Milcarek urged the City Commission and City Administration to not dismiss the income tax option, and he asked whether the income tax calculator would be available on the City's website.

In response to Commissioner Milcarek, City Manager Ritsema indicated the income tax calculator would be made available on the City's website sometime during the next week.

Citizen Comments

Next, an opportunity was given for general citizen comments, but no comments were offered.

Commissioner Comments

Finally, an opportunity was given for miscellaneous comments from City Commissioners.

Commissioner Milcarek stated money was powerful and he remarked on the need for the City Commission to protect the City and its citizens from corruption. Commissioner Milcarek observed that funding individuals through the Kalamazoo Promise was very different than funding government. Commissioner Milcarek stated there needed to be full autonomy and full accountability.

Commissioner Urban expressed support for preserving the income tax option because the City might need it.

Commissioner Knott thanked City Manager Ritsema and Mayor Hopewell for thinking of the philanthropic approach and stated the community was fortunate to have such generosity. Commissioner Knott urged the City to hold state officials accountable for the harm they had inflicted on urban areas.

Commissioner Sykes stated she was incredibly skeptical and fearful of the philanthropic approach. Commissioner Sykes indicated trust was a big issue for her, and she would be looking for no contingencies or conditions between the donors and the City. Commissioner Sykes urged the Commission to stop taking donors into consideration when making decisions, and she noted the named donors supported the state legislature that had been hostile towards cities. Commissioner Sykes suggested getting a commitment from the donors to help eliminate laws that hurt cities, and she expressed support for continuing to explore an income tax.

Commissioner Anderson stated he had never been in a meeting where there was special consideration given to donors when making a decision. Commissioner Anderson noted the leadership of both major political parties had made continuous moves to limit revenue options for cities

Commissioner Comments (cont'd)

since the 1960's. Commissioner Anderson expressed complete support for the Foundation for Excellence and the philanthropic approach.

Vice Mayor Cooney stated the only way the Foundation for Excellence would work was for the donors to place their money on the table and walk away. Vice Mayor Cooney expressed gratefulness for people who cared so much about the City. Vice Mayor Cooney indicated the philanthropic approach was both a great opportunity and a great challenge.

Mayor Hopewell stated caution was appropriate and complete separation between the donors and City governance was absolutely necessary. Mayor Hopewell indicated there was much work to be done, and the donors would help us build the base of the Foundation.

Adjournment

The meeting adjourned at 8:54 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on September 6, 2016

Approved by: ______________________________
Bobby J. Hopewell, Mayor
Dated: September 6, 2016

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A business meeting of the Kalamazoo City Commission was held on Monday, August 1, 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
Matt Milcarek
Jack Urban

COMMISSIONERS ABSENT: Shannon Sykes

Also present were Deputy City Manager Jeff Chamberlain, City Attorney Clyde Robinson, and City Clerk Scott Borling.

Commissioner Excused

Commissioner Milcarek, seconded by Commissioner Urban, moved to excuse the absence of Commissioner Sykes. With a voice vote the motion passed.

Invocation/Pledge

The invocation, given by Minister Doreen Gardner of Mt. Zion Baptist Church, was followed by the Pledge of Allegiance.

Adoption of the Agenda

By unanimous consent the City Commission adopted its meeting agenda with the following change:

Commissioner Urban requested that Item F-1, contract for a Group Violence Intervention program, be moved to the Regular Agenda.

Consent Agenda

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

- approval of a Memorandum of Agreement with Kalamazoo Public Schools for the Kalamazoo Department of Public Safety to provide School Resource Officer Services for the 2016-2017 school year.
- approval of a *Contract for Independent Contractor Services* with Comstock Public Schools for the Law Enforcement Education for Employment Program for the 2016-2017 school year.
- approval of the minutes from the City Commission meetings on July 18, 2016.

Vice Mayor Cooney, seconded by Commissioner Anderson, 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, Milcarek, Urban, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

Regular Agenda items were considered next.

Regular Agenda

Commissioner Urban asked for a public discussion of the Group Violence Intervention Program.

Contract for a Group Violence Intervention Program

Public Safety Chief Jeff Hadley described the Group Violence Intervention Program and thanked the local foundations that were funding the program.

An opportunity was given for citizens to comment on an agreement for the Group Violence Intervention Program, but no comments were offered.

Commissioner Knott, seconded by Commissioner Urban, moved to approve an agreement with the Research Foundation of The City University of New York for the Group Violence Intervention Program through the National Network for Safe Communities - John Jay College of Criminal Justice.

Prior to a vote on the motion, Commissioner Anderson noted this program was 80% funded by local foundations. Commissioner Anderson expressed hope that the program would combine a national, best practices framework with the ability to work with local partners.

Commissioner Urban commented that time was needed to adapt the Group Violence Intervention program to the Kalamazoo environment, and he thanked Chief Hadley for his hard work to prepare for the program.

With a roll call vote, the motion passed.

AYES: Commissioners Anderson, Knott, Milcarek, Urban, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

Deputy City Manager Chamberlain distributed and reviewed a memo entitled *Single Hauling Contract – Garbage* and asked the City Commission for direction on how to proceed.

City Manager's Report

Mayor Hopewell recommended that Commissioners wait to discuss this issue until after they had the opportunity to read the memo.

Next, an opportunity was given for general citizen comments.

Citizen Comments

Corey Smith, City resident, shared his ideas for involving citizens in the work of the City and asked the Commission to reduce the number of crimes that were misdemeanors.

Frank Warren, City resident, announced that August 11th was "Veterans' Day" at the Kalamazoo County Fair.

Frank Murray, non-resident, expressed dismay that a gesture made by a Public Safety Officer (PSO) had become such a news item and point of focus in the community.

Citizen Comments (cont'd)

Thelma Fry, City resident, expressed concern about the actions of PSO Tim Millard in her neighborhood and asked for an investigation into his use of a finger-pointing gesture over the weekend.

Kathi Valeii, City resident, spoke about the problem of vicious, off-leash dogs in the City.

Mattie Jordan-Woods, City resident, invited Commissioners to the Northside National Night Out event. Ms. Jordan-Woods commented on the Foundation for Excellence and expressed trust in the City Attorney to develop a Memorandum of Understanding that would protect the City's interests. Ms. Jordan-Woods spoke about the incident with PSO Millard and asked people to give young black men the benefit of the doubt when they were accused of doing something threatening.

Gwendolyn Hooker, City resident, spoke about the hand-gesture incident with PSO Millard and stated he should have been more sensitive to recent national events and the community he routinely patrolled.

Nathan Dannison, City resident, expressed support for the Foundation for Excellence. Mr. Dannison expressed concern about the death of Mr. James Dunigan while in the custody of the Public Safety Department.

Angela O'Day, City resident, described how Public Safety Officers used mace on her on July 6th.

Mark Liddle, City resident, thanked the City for its work on the Foundation for Excellence.

Emily Demorest, City resident, discussed reforms that needed to be made with the Citizens Public Safety Review and Appeal Board.

Gerry Albertson, City resident, spoke about his work with the Kalamazoo Parks Foundation and expressed support for the Foundation for Excellence.

Aikeem Abdul-Mutakallim, City resident, stated he was a Kalamazoo Promise recipient and asked what he could do for the City to give back. Mr. Abdul-Mutakallim also asked what could be done to get more people of color and young people involved.

Peter Battani, City resident, expressed support for the Foundation for Excellence and noted the most important element of this proposal was the seed funding needed for a long-term solution.

Zachary Lassiter, City resident, expressed support for the Foundation of Excellence and trust in Public Safety Chief Jeff Hadley that he would investigate the PSO Millard incident.

Citizen Comments (cont'd)

Cody Dekker, City resident, raised concerns about the Foundation for Excellence and stated it was fine for City Commissioners and citizens to be asking questions about it. Mr. Dekker requested a public forum on the issue and offered that residents should have to vote to approve the creation of a foundation. Mr. Dekker expressed support for Northside Neighborhood residents and their concerns about PSO Millard.

Commissioner Comments

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

Commissioner Milcarek offered remarks on the CPSRAB, the incident with PSO Millard, and off-leash dogs. Commissioner Milcarek indicated he was not opposed to accepting money or setting up foundations, but his first priority was fixing the City's long standing structural revenue problem in a way that was sustainable and would protect the City from future structural deficits.

Commissioner Urban acknowledged the expressions of gratitude and enthusiasm for the Foundation for Excellence but stated an income tax would keep the City in full control of its destiny. Commissioner Urban noted the $70 million donation would only cover three years and stated people were not going to invest in the community if taxes could go up in three years. Commissioner Urban commented on the level of investment that would be needed to generate the annual replacement revenue necessary to cover the proposed property tax reduction.

Commissioner Knott expressed support for decriminalizing dog ordinances. Commissioner Knott expressed support for the Foundation for Excellence and explained the donors were giving now because the City dared to ask them. Commissioner Knott indicated she was confident the City Attorney would develop a good MOU, and she urged the Commission to talk about the opportunity of the Foundation and not the possible strings. Commissioner Knott stated an income tax would not help rebuild neighborhoods.

Commissioner Anderson thanked Commissioner Knott for attending the press conference about the PSO Millard situation and offered remarks ab, and he assured people that information about the situation was shared among Commissioners. Commissioner Anderson compared the Foundation of Excellence to the Kalamazoo Promise and stated the Foundation offered an opportunity for the community to dream and invest in itself after years of disinvestment.

Vice Mayor Cooney asked Chief Hadley to talk with Ms. Valeii about her concerns. Vice Mayor Cooney invited people to LaCrone Park on August 6th for the Mothers of Hope Ultimate Family Reunion. Vice Mayor Cooney spoke about the situation with PSO Millard and the need for people to choose community over chaos.

Mayor Hopewell offered remarks on the incident with PSO Millard and the City's commitment to improving relationships between the community and the Public Safety Department. Mayor Hopewell stated the off-leash dog problem was complicated. Mayor Hopewell reported staff had been

Commissioner Comments (cont'd)

looking at models for the creation of the Foundation for Excellence, especially foundations associated with universities. Mayor Hopewell explained that when people questioned the ethics of the Foundation for Excellence they were questioning the ethics of the Mayor, City Manager and City Attorney. Mayor Hopewell asked Commissioners and the public to give staff the space to get work done, and he noted there was no fail-safe solution to the structural revenue problem.

Adjournment

The meeting adjourned at 8:54 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on September 6, 2016

Approved by: ____________________________
Bobby J. Hopewell, Mayor
Dated: September 6, 2016

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A neighborhood meeting of the Kalamazoo City Commission was held on Monday, August 15, 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 Jack Urban
COMMISSIONERS ABSENT:	Matt Milcarek Shannon Sykes*

Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and Deputy City Clerk Shelby Moss.

Commissioners Excused

Commissioner Urban, seconded by Commissioner Anderson, moved to excuse the absence of Commissioner Milcarek and Sykes. With a voice vote the motion passed.

*Commissioner Sykes arrived at 6:01 p.m.

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:

Arcadia Neighborhood Association
Dave Bruininks, President
Hans Engelke, Board Member

Edison Neighborhood Association
Gerry Hoffmann, Board President
Tammy Taylor, Executive Director

Arcadia Neighborhood Association

The Arcadia Neighborhood Association representatives:

- thanked City staff for great communication regarding issues and projects in the neighborhood.

- thanked Public Safety and Western Michigan University Police for their presence and quick response to issues in the neighborhood.

- reported neighborhood residents had been working with Public Services staff to address water connection issues.

- expressed concern regarding the large skunk population in the neighborhood.

Arcadia Neighborhood Association (cont'd)

In response to a question from Commissioner Anderson, Mr. Bruininks stated the neighborhood had positive communication with new residents moving into the area with the start of the new school year.

Edison Neighborhood Association

The Edison Neighborhood Association representatives:

- distributed copies of the July/August 2016 *Edison Voice* newsletter. Copies of the document were filed with the papers for this meeting.
- reported 117 volunteers contributed 858 hours to complete 54 exterior home improvement projects as part of the successful Building Blocks program.
- reported on the large attendance and success of the Edison Art-Hop on August 5, 2016.

In response to a question from Commissioner Anderson, Ms. Taylor stated it was difficult to get volunteers for the Building Blocks program when it started, but volunteer participation continued to increase with each year the program was offered.

Citizen Comments

An opportunity was given for citizen comments, but no comments were offered.

Commissioner Comments

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

Adjournment

The meeting adjourned at 6:15 p.m.

Respectfully submitted,

Shelby Moss
Deputy City Clerk

For City Commission approval on September 6, 2016

Approved by: ____________________________
Bobby J. Hopewell, Mayor
Dated:

A regular meeting of the Kalamazoo City Commission was held on Monday, August 15, 2016 at 7:00 p.m. in the City Commission Chambers at City Hall.

Roll Call

COMMISSIONERS PRESENT: Mayor Bobby J. Hopewell, Vice Mayor Don Cooney, David Anderson, Erin Knott, Matt Milcarek, Shannon Sykes, Jack Urban

COMMISSIONERS ABSENT: None

Also present were City Manager James Ritsema, City Attorney Clyde Robinson, and Deputy City Clerk Shelby Moss.

Invocation

The invocation, given by Minister Ryan Jackson from Mt. Zion Baptist Church, was followed by the Pledge of Allegiance.

Adoption of the Agenda

By unanimous consent the City Commission adopted its meeting agenda with the following changes:

City Manager Ritsema requested Item F4 (approval of the construction of the downtown portion of the Kalamazoo River Valley Trail) be moved from the Consent Agenda to the Regular Agenda.

Consent Agenda

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

- approval of a cost sharing payment to the City of Portage for new traffic signals at the intersection of Kilgore Road and Westnedge Avenue in the amount of $125,000.

- approval of a professional services contract with Jones & Henry Engineers for design engineering of the proposed Station 22 Elevated Storage Facility and Booster Station for the not-to-exceed amount of $300,000.

- approval of a construction contract with Hoffman Bros. Inc. for the Gull Road Bridge Water Main Replacement Project, in the amount of $253,170.16.

- first reading of an ordinance to amend Sections 36-99 and 36-100 of the Kalamazoo City Code to provide that motorist provide a minimum 3 foot distance when overtaking and passing a bicyclist.

- denial of the request by Mobilitie, L.L.C. for a Metropolitan Extension Telecommunications Right of Way Oversight (METRO) Act permit for the reasons that it is incomplete, and does not conform with either the METRO Act (MCL 484.3101 et seq) or the City’s Zoning Code regulations pertaining to telecommunication facilities.

Consent Agenda (cont'd)

- approval of an Ingress and Egress Easement Agreement with Youth for Christ of the Kalamazoo Area at 122 West Crosstown Parkway. (Hold until September 6, 2016).

Commissioner Knott, seconded by Vice Mayor Cooney, 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, Milcarek, Sykes, Urban, Vice Mayor Cooney, Mayor Hopewell

NAYS: None

Regular Agenda

Regular Agenda items were considered next.

Kalamazoo River Valley Trail Agreement

City Manager Ritsema stated the Kalamazoo River Valley Trail (KRVT) Agreement between the Parks Foundation of Kalamazoo County and the City of Kalamazoo did not include the donation dollar amount of $748,000, which needed to be made part of the permanent record.

Corey Smith, City resident, stated more investment was needed on the Northside of Kalamazoo.

Gerry Albertson, City resident and Kalamazoo County Parks Foundation President, expressed support for the KRVT.

Commissioner Urban, seconded by Commissioner Milcarek, moved to approve a contract with Peters Construction for the construction of the downtown portion of the Kalamazoo River Valley Trail in the amount of $958,274.82; and acceptance of a donation from the Parks Foundation in the amount of $748,000.

Commissioner Urban remarked on the importance of connecting the trail through the downtown area, and he noted the trail was a significant investment for the health of the community.

Commissioner Anderson thanked all donors for their contributions and commitment to the community.

Commissioner Milcarek thanked City and County employees for their hard work toward the KRVT.

Mayor Hopewell expressed his support for the KRVT project and highlighted the importance of connecting all neighborhoods in the community.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Knott, Milcarek, Sykes, Urban, 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, August 2016 edition - July 2016 Purchases City Manager Ritsema reported City staff had started to prepare the necessary legal documents for the Foundation for Excellence, with the goal of bringing those documents to the Commission by the end of September 2016.
New Business	Commissioner Urban proposed the City Commission meet in Committee of the Whole meetings twice a month for six months while the Foundation for Excellence was being implemented. Commissioners Milcarek, Anderson, and Sykes expressed support for Commissioner Urban's recommendation for more group discussion. Mayor Hopewell proposed that he meet with Commissioner Urban and City Manager Ritsema to draft a Committee of the Whole meeting proposal. Commissioner Sykes expressed support for the proposed meetings and stated transparency had to be of the upmost importance. Commissioner Urban proposed the City Commission have its first Committee of the Whole meeting on Tuesday, September 6, 2016 at 5:30 p.m. in the Community Room at City Hall. Mayor Hopewell and Commissioner Anderson stated their schedules would not allow them to attend a meeting on the proposed date. Commissioner Sykes proposed the Commission schedule a meeting to discuss its meeting schedule, and she suggested having this meeting in place by September 6, 2016. City Attorney Robinson reminded Commissioners they would need to amend their annual meeting schedule to include the Committee of the Whole meetings or any regularly scheduled work session meetings to satisfy the Open Meetings Act. In response to a question from Commissioner Milcarek, City Attorney Robinson stated Committee of the Whole meeting topics could change from meeting to meeting. Commissioners Urban and Anderson expressed support for not taking action at the proposed Committee of the Whole meetings.
Citizen Comments	When an opportunity was given for general citizen comments, the following people addressed the City Commission: The following individuals expressed support for the proposed minimum passing distance ordinance but requested that the

Citizen Comments (cont'd)

minimum passing distance between vehicles and bikes be five feet rather than three feet:

Doug Kirk, City resident
Terry O'Connor, City resident
John Olbrot, Non-resident
Terry Butcher, Non-resident
Marc Irwin, City resident
David Jones, City resident
Renee Mitchel, Non-resident
Paul Wells, Non-resident

Ben Lando, City resident, expressed concerns regarding the limited information provided to the community about the Foundation for Excellence.

AJ Heartman, City resident, expressed concerns regarding the lack of information and transparency about the Foundation for Excellence and the unsustainability of the programs.

Cory Smith, City resident, expressed concerns regarding the lack of street lights on Ada Street and the safety of residents on the Northside of Kalamazoo.

Marta Lehman, City resident, expressed concerns regarding how decisions would be made regarding programs funded by the Foundation for Excellence. Ms. Lehman expressed support for a 5-foot minimum passing distance between vehicles and bikes.

Gwendolyn Hooker, City resident, invited the Commission to attend several community events taking place in the last two weeks of August.

Zach Lassiter, City resident, expressed support for public discussion regarding the Foundation for Excellence and expressed concerns regarding the enforcement of any ordinance pertaining to the minimum distance needed to pass a bicyclist.

City Commissioner Comments

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

Commissioner Milcarek expressed support for an amendment to proposed passing distance ordinance to create a 5-foot minimum passing distance between vehicles and bikes. Commissioner Milcarek read a prepared statement regarding the Foundation for Excellence. A copy of the statement has been filed with the paperwork for this meeting.

Commissioner Urban expressed support for the Committee of the Whole meetings as they would be an opportunity for everyone to come together and discuss ideas as a group. Commissioner Urban read a prepared statement into the record. A copy of the statement has been filed with the paperwork for this meeting.

City Commissioner Comments (cont'd)

Commissioner Knott expressed support for City Manager Ritsema and thanked him for all of his hard work.

Commissioner Sykes remarked on the need for transparency and expressed support for the proposed Committee of the Whole meetings. Commissioner Sykes expressed concern regarding the death of James Dunigan and requested a public statement from the City.

Commissioner Anderson stated he would not be present at the Tuesday, September 6th City Commission meeting. Commissioner Anderson questioned whether the City of Grand Rapids had issued any citations to driver's violating the 5ft minimum passing distance ordinance, and he questioned the practical application of a 3ft or 5ft passing distance and the safety of oncoming traffic. Commissioner Anderson remarked on the 15th anniversary September 11, 2001 and the impact of those events on today's world.

Vice Mayor Cooney stated it was his understanding the Public Safety Chief would be making a statement regarding the death of James Dunigan. Vice Mayor Cooney expressed support for the Foundation for Excellence and for an additional opportunity to gather as a Commission to discuss the details of the Foundation for Excellence.

In response to questions from Mayor Hopewell, City Attorney Robinson explained that changing the minimum passing distance to 5ft between vehicles and bikes would be a substantive change that would require a second first reading of the ordinance before it could be adopted. City Attorney Robinson reviewed the research he conducted when drafting the proposed ordinance, and he stated the City Traffic Engineer recommended a 3ft passing distance as some streets were too narrow to accommodate a 5ft passing distance.

Mayor Hopewell expressed respect for everyone on the Commission and City Manager Ritsema. Mayor Hopewell stated the City Commission needed to give clear direction and clearly communicate expectations to the City Administration. Mayor Hopewell reminded Commissioners that the work being performed by staff to support the Foundation for Excellence was agreed upon by all City Commissioners at the July 28th special City Commission meeting. Mayor Hopewell stated all revenue opportunities needed to be explored including a City income tax.

Adjournment

The meeting adjourned at 9:04 p.m.

Respectfully submitted,

Shelby Moss
Deputy City Clerk

For City Commission approval on July 15, 2013

Approved by: ______________________________
Bobby J. Hopewell, Mayor
Dated: September 6, 2016

Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

DATE: 8/26/2016

SUBJECT: Request for Special Permit

RECOMMENDATION

It is recommended that the City Commission approve a special permit for a miniature pig to be kept at 517 Walnut Court, subject to compliance with applicable statutes, ordinances and health codes.

BACKGROUND

This request is being submitted to you pursuant to the provisions of Section 7-4 of the Code of Ordinances:

> No person shall keep, upon any premises within the City limits, any swine whatever, without a special permit from the City Commission or its designee, which permit shall be granted only upon the written application of the person desiring the permit. Such application shall specify the location of the premises upon which the swine are proposed to be kept and the number desired to be kept. Such permit, if granted, shall state the location of the premises and the number of swine allowed to be kept, and it shall be unlawful to keep such swine upon any other premises or to keep any greater number than specified in the permit.

In 2011 Mr. Jim Nicolow requested a permit to keep one (1) miniature pig as a family pet in his home at 2344 Sheffield Drive. The City Commission granted the permit on December 21, 2011. On May 2, 2016 the City Commission granted permission for Mr. Nicolow's daughter, Genevieve, to keep the same pig at 1315 Fraternity Village Drive as she moved near campus to begin attending Western Michigan University. Ms. Nicolow has indicated she is now moving to 517 Walnut Court and has requested a permit to keep her pig at this location, which will be her address for the next 12 months. The pig (named Vance) is an indoor, litter trained pig. Ms. Nicolow indicates she has received permission from her landlord to keep Vance under the terms for animals in the standard lease agreement.

Ms. Nicolow has met all requirements of the ordinance, as she has submitted a written request that indicates the number of pigs to be kept and the address at which they will be kept. Furthermore, there have been no complaints about Vance the pig at the Sheffield Drive or Fraternity Village Drive addresses.

COMMUNITY RESOURCES CONSULTED

The City Clerk has contacted the Public Safety Department, and there have been no animal-related complaints against Ms. Nicolow or Vance at their current address.

FISCAL IMPACT

There is no fiscal impact related to this request.

ALTERNATIVES

The City Commission could deny the request or approve the request with additional conditions. Since there are no violations of City Ordinances and no known health or safety issues, denying this request is not 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: Laura Lam, Community Planning and Development Director; James J. Baker, PE Public Services Director

PREPARED BY: Rebekah Kik, City Planner

DATE: 8/22/2016

SUBJECT: Approval of a Complete Streets resolution

RECOMMENDATION

It is recommended that the City Commission adopt a resolution supporting the creation of a Complete Streets Policy by April 2017.

BACKGROUND

The State of Michigan, through the Michigan Department of Transportation, passed a Complete Streets policy in 2012 to create a vision of a multimodal transportation network that is accessible, interconnected, and safe for all users and creates a process the empowers partnerships the respect of local land use context and community values.

The Kalamazoo Area Transportation Study (KATS), made up of elected officials from every municipality in the Kalamazoo Regional Area adopted a Complete Streets Policy in 2014.

The City adopted a Non-Motorized plan in 1999 and the Master Plan in 2010 which call for a sustainable and Complete Streets approach to harmonize streets with their surroundings while interlacing transportation networks to meet the mobility needs of all users, thereby blending traditional street function with additional factors that value the character of the area and the needs for the different ways to travel along a particular route. These plans have already led to many bicycle and pedestrian safety improvements throughout the City.

Community Planning & Development, in partnership with the Public Services Department, desires to bring a resolution forward to the City Commission to demonstrate the City's support of a Complete Streets approach and its intent to approve a policy in spring 2017. The guiding principle of this policy is to build upon the City's 1999 Non-Motorized Plan and 2010 Master Plan. Additional information and community input will be sought through the Imagine Kalamazoo 2025 Strategic Vision and Master Plan update.

COMMUNITY RESOURCES CONSULTED

The City consulted with citizens and bicycle advocacy groups to help draft the resolution. Staff will create additional opportunities for the community to help develop the Complte Streets policy via Imagine Kalamazoo 2025 efforts.

FISCAL IMPACT

There are no direct fiscal impacts as result of this resolution. However, there may be an increase in transportation project costs as a result of the Complete Streets program implementation.

ALTERNATIVES

The City Commission may choose to not approve the resolution.

ATTACHMENTS:

Type	Description
Resolution	Complete Streets Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. ________________

A RESOLUTION SUPPORTING THE CREATION OF A COMPLETE STREETS POLICY

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on September 6, 2016 at 7:00 p.m., local time, at the Kalamazoo City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS the Kalamazoo City Commission understands the importance of creating a more livable and lively city, and a healthy, economically robust community with a land use and transportation plan for system wide choices that enable safe, convenient access to multimodal transportation for all users in a balanced human scale environment, where a Complete Streets program is employed; the commission acknowledges that:

1. A Complete Streets program is designed to right size the transportation network capacity and increase consumer choice while decreasing consumer transportation costs, improve air quality, improve community health, increase public transit access, enhance community aesthetics, increase economic growth, and increase community stability by providing accessible connections between home, school, work, recreation, and increase bicycle and pedestrian safety.

2. The U.S. Department of Transportation has issued the Mayors Challenge for Safer People, Safer Streets to provide a platform for city officials to lead a call to action and form a local action team to advance safety and accessibility goals.

3. The Kalamazoo Area Transportation Study (KATS), made up of elected officials from every municipality in the Kalamazoo Regional Area adopted a Complete Streets Policy in 2014.

4. The State of Michigan, through the Michigan Department of Transportation, passed a Complete Streets policy in 2012 to create a vision of a multimodal transportation network that is accessible, interconnected, and safe for all users and creates a process that empowers partnerships and values local land use context and community values.

5. The City adopted the Non-Motorized plan in 1999 and the Master Plan in 2010 which call for a sustainable and Complete Streets approach to harmonize streets with their sur-

roundings while interlacing transportation networks to meet the mobility needs of all users, thereby blending traditional street function with additional factors that value the character of the area and the needs for the different ways to travel along a particular route. These plans have already led to many bicycle and pedestrian safety improvements throughout the City.

6. The City Commission desires to create a Complete Streets policy to continue demonstrating its leadership within the region, the State of Michigan and the nation. The guiding principle of this policy is to build upon the City's 1999 Non-Motorized Plan and 2010 Master Plan. Additionally, community input for the Complete Streets policy will be sought at events through the Imagine Kalamazoo 2025 Strategic Vision and Master Plan update.

NOW, THEREFORE, BE IT RESOLVED that the City of Kalamazoo hereby recognizes the importance of creating a Complete Streets policy that designs and constructs streets that enable safe travel by all users, including pedestrians, bicyclists, public transportation riders and drivers, and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

BE IT FURTHER RESOLVED that the City of Kalamazoo Complete Streets approach will be based on National Complete Streets and Smart Growth America best practices and shall be prioritized during the planning, funding, designing, construction, reconstruction, maintaining, and operating all streets, Local and State Trunk line streets within the City of Kalamazoo municipal boundaries.

BE IT FURTHER RESOLVED that the Department of Public Services and Community Planning & Development will make Complete Streets practices a routine part of everyday planning and operations, and to approach every land use and transportation project and program as an opportunity to improve public streets, the public realm and the transportation network for all users, and will work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets. Following the approval of the Imagine Kalamazoo 2025 plans, the policy will be brought to the City Commission no later than April of 2017.

The above resolution was offered by Commissioner ________________________ and supported by Commissioner ______________________________.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on September 6, 2016. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act, (PA 267, 1976). Minutes of the meeting will be available as required by the Act.

____

Scott A. Borling, City Clerk

Commission Agenda Report
City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Clyde J. Robinson, City Attorney

DATE: 7/29/2016

SUBJECT: Amendments to Sections 36-99 & 36-100

RECOMMENDATION

It is recommended that the City Commission adopt amendments to Sections 36-99 and 36-100 of the Kalamazoo City Code to provide that motorists provide a minimum 3 foot distance when overtaking and passing a bicyclist.

BACKGROUND

At its July 19, 2016 meeting the City Commission was urged to adopt a bicycle passing ordinance in the course of a discussion on “complete streets”. The consensus of remarks by Commissioners reflected a desire to consider such an ordinance.

Following the meeting research was undertaken and the Model Safe Passing Law developed by the League of American Bicyclists was used as the basis for the proposed ordinance.

COMMUNITY RESOURCES CONSULTED

The Michigan Vehicle Code does not address what is a safe passing zone for bicycles. However 25 states and the District of Columbia have enacted a 3’ bicycle passing zone.

In the absence of a uniform state law, Grand Rapids adopted 5’ passing zone in September 2015, while Battle Creek adopted a 3’ passing zone in February 2016.

A meeting took place with local bicycle club representatives Doug Kirk and Dave De Back who urged the adoption of a 5’ bike passing zone. Consultation occurred with City Traffic Engineer James Hoekstra who recommended 3’ bike passing zone.

FISCAL IMPACT

None.

ALTERNATIVES

The City Commission could adopt a 5’ passing zone, but this is not recommended as it is out of step with those states that have adopted a bicycle passing zone law and runs counter to the recommendation of the City Traffic

Engineer.

The City Commissioner could also defer action and urge the Michigan Legislature to adopt a uniform bicycle passing standard, applicable throughout the State.

ATTACHMENTS:

	Type	Description
🗋	Ordinances	Proposed Amendment of Sections 36-99 and 36-100
🗋	Correspondence	Memo from Traffic Engineer Hoekstra
🗋	Report	Summary of National Bicycle Passing Laws

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. ________________

AN ORDINANCE TO AMEND SECTIONS 36-99 and 36-100 OF THE KALAMAZOO CODE OF ORDINANCES TO ADDRESS THE PASSING OF BICYCLES

THE CITY OF KALAMAZOO ORDAINS:

<u>Section 1.</u> Section 36-99 of the Kalamazoo City Code is amended to ADD PARAGRAPH C. to read as follows:

§ 36-99. Passing vehicle proceeding in same direction-- Generally.

C. Except when overtaking and passing on the right is permitted, the following rules shall govern a driver of a motor vehicle overtaking a bicycle proceeding in the same direction:

(1) If there is more than one lane for traffic proceeding in the same direction, move the vehicle to the lane to the immediate left, if the lane is available and moving into the lane is reasonably safe;

(2) If there is only one lane for traffic proceeding in the same direction, pass to the left of the person operating a bicycle at a safe distance, which must be not less than 3 feet between any portion of the vehicle and the bicycle, and shall not move again to the right side of the highway until the vehicle is safely clear of the overtaken person operating a bicycle.

(3) The driver of a motor vehicle may drive to the left of the center of a roadway, including when a no passing zone is marked, to pass a person operating a bicycle only if the roadway to the left of the center is unobstructed for a sufficient distance to permit the driver to pass the person operating the bicycle safely and avoid interference with oncoming traffic. This paragraph does not authorize driving on the left side of the center of the roadway when otherwise prohibited by local ordinance or state law.

<u>Section 2.</u> Section 36-100 of the Kalamazoo City Code is amended to ADD PARAGRAPH C. to read as follows:

§ 36-100. Same—On right

C. The driver of a motor vehicle may overtake and pass upon the right of a bicycle at a safe distance, which must be not less than 3 feet between any portion of the vehicle and the bicycle, when the bicycle being overtaken is making or about to make a left turn. Provided, however, that the driver of a vehicle shall not overtake and pass a bicycle upon the right by driving off the pavement or main-traveled portion of the roadway.

REPEALER

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

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

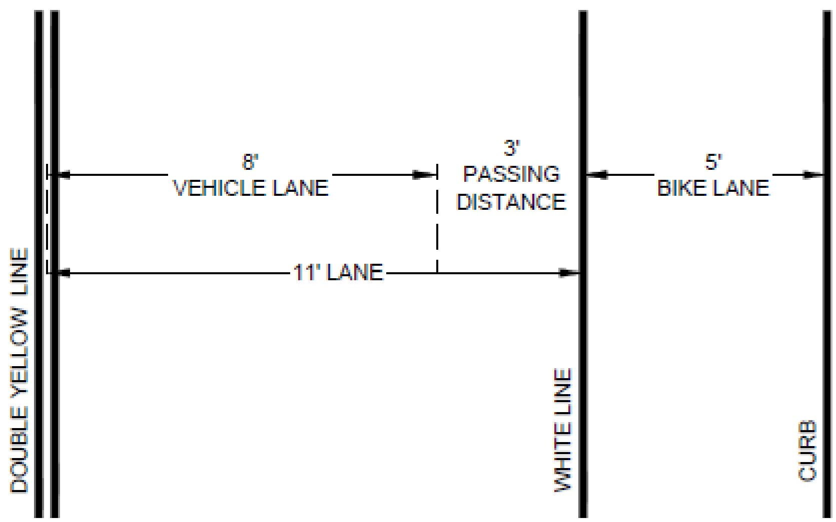
____
Bobby J. Hopewell, Mayor

____
Scott R. Borling, City Clerk

Clyde,

I apologize for the delay in getting back to you. I think from a technical staff perspective, a 3’ passing distance would be preferable and more in line with laws throughout the nation. I think the biggest issue with the 5’ distance is the simple restrictions in width of a roadway. According to AASHTO, a bike physically occupies 30” of space (2.5’) but operates in 48”-60” (4’-5’) of space, and a typical vehicle occupies 7’-8’ with trucks at 8.5’ wide. If we consider this in terms of three typical roadway scenarios it would look like this:

Scenario 1: Road with a bike lane.
In this situation, if the roadway features a 5’ bike lane and 11’ lane, a three foot passing distance would still allow nearly all vehicles to travel without crossing the double yellow. An example of this would be Oakland Drive. A 5’ passing distance would cause vehicles to straddle the yellow line potentially increasing the risk of head-on or rear-end type collisions. As a side note, head-on collisions are typically more severe in nature and may be more likely to result in injuries.



Scenario 2: Road with on-street parking.
In this situation, the roadway features an 11’ lane with an 8’ parking lane, a three foot passing distance would still allow all vehicles to travel unhindered without crossing the double yellow line. A 5’ passing distance would require the vehicle to stay as far left in the lane. An example of this would be Rose Street (near Vine Street) or Water Street. At areas where vehicles actually are parked in the street, the bike would take the full travel lane and vehicles would then cross the centerline to pass.

Scenario 3: Road without parking lane or bike lane.
In this situation, the bike would take the full lane as there is no way to accommodate a bike and vehicle in the same space. An example of this would be Howard Street. Both the 3’ or 5’ passing distance should work since the bike takes the full 11’ lane.

In summary, the 5’ passing distance may result in increased vehicle delay and increased vehicle maneuvers where vehicles cross into oncoming traffic or center left turn lanes. As a side note, I question if these side effects would lead to additional frustration and aggression by motorists directed at the cyclists. The 3’ passing distance would have less impact on the vehicles and could still be accommodated on many roads. My recommendation would be to adopt the 3’ passing distance rather than the 5’ distance.

Jim Hoekstra, P.E.
Traffic Engineer
City of Kalamazoo
415 Stockbridge Avenue
Kalamazoo, MI 49001
Phone: 269.337.8601

Required Standard	# of States
None[a]	13 (including Michigan[b])
Safe Distance[c]	9 (includes Oregon and Rhode Island) [d]
3 Feet	25 (also the District of Columbia)
4 Feet	1 (Pennsylvania)
Variable Distance (with 3' minimum)	2 (New Hampshire[e] & South Dakota[f])

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a This only indicates those states which do not specifically address passing zones for *bicycles*; all states have a traffic statute requiring a "safe distance", which in some states is a specifically defined distance, when passing a motor vehicle. Michigan does not specifically define what a "safe distance" is. See MCL 257.636.

b Michigan HB 5003 which would require a 5 foot bike passing zone was introduced on October 20, 2015, but it has not moved from the Committee on Transportation & Infrastructure, and it is doubtful that action will be taken on the bill before the end of the current legislative session.

c These states do not require a specific distance be observed when passing bicycle, only that it be a "safe distance".

d Oregon & Rhode Island define "safe distance" as being sufficient to prevent contact should the bicyclist fall into the driver's lane of traffic.

e New Hampshire requires a minimum 3 foot separation at speeds of 30 mph or less, and increases the distance by one foot for every 10 mph over 30.

f South Dakota requires a 3 foot separation if the posted speed limit is 35 mph or less and a 6 foot separation if the speed limit is more than 35 mph.

Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Laura J. Echtinaw, Legal Secretary

DATE: 8/23/2016

SUBJECT: Resolution Supporting the Shutting Down of Enbridge Pipeline 5

RECOMMENDATION

t is recommended that the City Commission adopt a resolution supporting legislative efforts calling for the Governor and Attorney General to shut down the twin Enbridge pipelines that run beneath the Straits of Mackinaw.

BACKGROUND

Commissioner Urban has requested that the City Commission consider and adopt a resolution supporting efforts calling for the shutdown of the double pipeline owned and operated by the Canadian oil transport company, Enbridge. The 63 year old lines transport light crude oil and natural gas between the upper and lower peninsulas of Michigan and were recently found to have improper supports, violating a 1953 easement, and requiring the installation of 19 additional supports.

Enbridge was responsible for the July 2010 oil spill near Marshall, Michigan which resulted in over 1 million gallons of heavy crude oil being sent into the Kalamazoo River impacting down river communities to the Morrow Dam.

Legislators of both parties have supported resolutions, which have yet to be adopted, calling on the Governor and Attorney General to shut down the Line 5, the Enbridge pipeline that runs under the Straits of Mackinac.

ALTERNATIVES

The City Commission could choose not to act on the Resolution at the present time

ATTACHMENTS:

Type	Description
Resolution	Resolution Supporting Shutting Down of Enbridge Pipeline 5

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. ___________________

A RESOLUTION SUPPORTING THE EFFORTS OF MICHIGAN LEGISLATORSTO SHUT DOWN ENBRIDGE LINE 5 UNDER THE STRAITS OF MACKINAC

Minutes of a regular meeting of the City Commission of the City held on _____________________________, 2016, at _7:00_ o'clock p.m., local time, at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

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

Line 5 is a set of twin, 62-year-old pipelines owned by Enbridge. Inc. that carry light crude oil and natural gas under the Straits of Mackinac; and

The currents in the Straits of Mackinac at peak volumetric transport can be more than 10 times greater than the flow of Niagara Falls and switch bi-directionally from east to west every few days, and according to a 2014 University of Michigan study are the “worst possible place” for an oil spill in the Great Lakes; and

The Great Lakes contain 20 percent of the world’s fresh, available, surface water and are a drinking water source for over 35 million people; and

One out of every five jobs in Michigan is linked to the high quality and quantity of fresh water in the Great Lakes, that in 2009 the Great Lakes were linked to over 1.5 million jobs, with Michigan accounting for 35 percent of those jobs

Tourism is one of Michigan’s largest income industries bringing in billions of travelers dollars spent each year, while agriculture, fisheries, shipping and industry also depend on the health of the Great Lakes; and

Enbridge has a track record that includes 1,244 reportable spills, leaks and releases from 1996 to 2013; and

Enbridge was in violation for their spacing requirements of its 1953 easement for Line 5 in 2014 and were responsible for a pinhole leak in a section of the pipeline north of the Straits in December 2014; and

Enbridge was responsible for one of the worst and most expensive oils spills in U.S. history when Line 6b ruptured near Kalamazoo in 2010 allowing almost 1 million gallons of tar sands oil to leak for 17 hours before shutting down the line; and

That Line 5 was built before the Great Lakes Submerged Lands Act was adopted so there was no requirement to obtain a permit and ensure that the pipeline wouldn't pose a threat to Great Lakes waters or the public's use of the waters; and

Michigan's Attorney General Bill Schuette has stated (in regards to Line 5) that the "pipeline wouldn't be built today" and that "the pipeline's days are numbered"; and

The Coast Guard Commandant testified before Congress in 2015 that the Coast Guard would be unable to respond effectively to an open water oil spill in the heart of the Great Lakes; and

That there is no plan for how to recover oil if there was a leak during the winter when the lakes are covered with ice; and

That as citizens of this, the Great Lakes State, we have a responsibility to be wise stewards of the waters of our State for generations to come; and

Protection of Michigan's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and restore degraded environments after the fact;

NOW, THEREFORE, BE IT RESOLVED, that on this, the 6th day of September, 2016, the City Commissioners of the City of Kalamazoo support shutting down Line 5 and the flow of oil under the Great Lakes, and

BE IT FURTHER RESOLVED, that Kalamazoo City Commission supports the adoption by the Legislature of H.R. 182 introduced by Representative Sarah Roberts and C.R. 15 introduced by State Representative Jeff Irwin Senator Mike Nofs calling on Governor Rick Snyder and Attorney General Bill Schuette to shut down Line 5, and

AND BE IT FURTHER RESOLVED that the Mayor, on behalf of the City Commission send a letter to Governor Rick Snyder, Attorney General Bill Schuette, our State Representatives, State Senators and U.S. Senators calling on them to take swift action to shut down Line 5.

The above resolution was offered by ______________________________________ and

supported by ____.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _______________, 2016. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by the Act.

____
Scott Borling, City Clerk