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Board of Trustees Regular Meeting Agenda For January 10, 2022 7:30 P.M.

The "Regular Meeting" of the Board of Trustees of the *Charter Township of Kalamazoo* will be held at 7:30 p.m., on Monday, January 10, 2022, at 7:30 PM at the **Charter Township of Kalamazoo Hall** for the purpose of discussing and acting on the below listed items and any other business that may legally come before the Board of Trustees of the *Charter Township of Kalamazoo*.

To join the meeting via Zoom:

<https://us02web.zoom.us/j/81810984099?pwd=L3lWZ21WSy95czcyQXJ6ZiFYUkh3UT09>

Meeting ID: 8818 1098 4099 Passcode: 259194

Dial by your location +1 312 626 6799 US (Chicago)

Meeting ID: 8818 1098 4099 Passcode: 259194

Find your local number: <https://us02web.zoom.us/j/81810984099?pwd=L3lWZ21WSy95czcyQXJ6ZiFYUkh3UT09>

1 – Call to Order

2 – Pledge of Allegiance

3 – Roll Call of Board Members

4 – Addition/Deletions to Agenda (Any member of the public, board, or staff may ask that any item on the consent agenda be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.)

5 – Public Comment on Agenda and Non-agenda Items (Each person may use three (3) minutes for remarks. If your remarks extend beyond the 3-minute time period, please provide your comments in writing and they will be distributed to the board. The public comment period is for the Board to listen to your comments. Please begin your comments with your name and address.)

6 – Consent Agenda (The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with in one Board Motion without discussion.)

Approval of:

- A. Minutes of the December 13, 2021, Board of Trustees Work Session
- B. Minutes of the December 13, 2021, Board of Trustees Regular Meeting
- C. Payment of Bills in the Amount of \$16,445.16

Receipt of:

- A. Final 2022 Kalamazoo Township Meeting Schedule
- B. December 2021 Check Disbursement Report
- C. December 2021 Check EFT Register
- D. December 2021 KABA Reports

- E. "Housing for All" Millage Information
- F. Non-Motorized Plan Update Information

7 – Public Hearing/Presentation

Potential Improvements to the Kalamazoo Charter Township Non-Motorized Plan

8 – Old Business

None for this meeting.

9 – New Business

- A. Approval of Professional Services Agreement with Prein & Newhoff
- B. Approval of Winding Way Lift Station Work
- C. Approval of the Kalamazoo Charter Township Capital Asset Policy
- D. Adoption of Resolution ratifying the Local Franchise Agreement with Comcast
- E. Approval of COVID-19 Vaccination Policy for Kalamazoo Charter Township

10 – Items Removed from the Consent Agenda

11 – Board Member Reports

Trustee Leuty
Trustee Glass
Trustee Moaiery
Trustee Robinson
Clerk Miller
Treasurer Miller
Supervisor Martin

12 – Attorney Report

13 – Manager Report

14 – Public Comments

15 – Adjournment

Posted: January 06, 2022


Dexter A. Mitchell, Manager
Charter Township of Kalamazoo

CHARTER TOWNSHIP OF KALAMAZOO
BOARD OF TRUSTEES – WORK SESSION
Monday, December 13, 2021

The Board of Trustees of the ***Charter Township of Kalamazoo*** held a Work Session on **Monday, December 13, 2021** at **5:30 p.m.** for the purpose of discussing Work Session Agenda items, and any other business that may legally come before the Board of Trustees of the Charter Township of Kalamazoo, Kalamazoo County. Members accessed the meeting remotely using Zoom, due to the COVID-19 epidemic.

PRESENT: Supervisor Donald Martin, Clerk Mark Miller, Treasurer Sherine Miller, Trustees Ashley Glass, Clara Robinson, Steven Leuty, and Lisa Moiaery.

ABSENT: None.

ALSO PRESENT: Manager Dexter Mitchell, Fire Chief David Obreiter, Fire Marshal Todd Kowalski, Police Chief Bryan Ergang, Attorney Roxanne Seeber.

Supervisor Martin called the meeting to order at 5:30 p.m.

Item 1 – TOWNSHIP OPEN HOUSE 2022 DISCUSSION

Clerk Miller detailed a 2013 Open House we held, and whether we may want to try holding another next year.

Supervisor Martin said Julie Rogers sets up a canopy to meet voters, we might do something like this.

Treasurer Miller was trying to think of ways to get the community together but doubts we can do that at the Township Hall.

Trustee Glass likes the idea and is wondering how to structure it.

Trustee Robinson likes the idea and thinks it is important to make the offer. It should be outdoors while COVID is prevalent.

Item 2 – POLICE CHIEF BUDGET DISCRETION DISCUSSION

Chief Ergang said there are issues with recruiting, hiring, training and retaining police officers. He would like to use existing personnel police budget to address these items. The applicant pool is small. All KVCC academy cadets are already hired.

Supervisor Martin asked what we can do to make recruits want to work for Kalamazoo Township? Chief Ergang said there are trends we are fighting. Our cadet program has been successful but is being copied.

Trustee Glass asked how the money would be used? Chief Ergang said it could be used for paying for a recruit to attend the academy, enhancing training, and other measures for retention.

Clerk Miller asked whether a prospective employment agreement is enforceable? Chief Ergang said as of yet it is not.

Trustee Moiaery said there was a recent shooting at the bus terminal, and CCTA used to have a contract for an officer at the terminal. Now it is just private security. We need to do what it takes to have enough officers.

Trustee Leuty wondered if we can structure part of the academy fees as a sign-on bonus. How can we use funds for retention? Chief Ergang said perhaps we could do a pay-back of academy fees over time.

Trustee Robinson agrees that we need to stay “ahead of the curve”, and it is not just police – many public service jobs are hurting. The community survey respondents underlined how

important public safety is.

Supervisor Martin said we need to do something in schools to promote public service.

Treasurer Miller asked if there are new ideas for recruitment? Chief Ergang said an Explorer program is a possibility, replying on our SRO.

Trustee Leuty said whatever we do should be coordinated with our long-term consideration of a new contract.

Item 3 – MANAGER’S UPDATE

Dec 24 office will be closed and Dec 31. More details will be coming to the new website. 400 residents signed a petition to restore the lower speed limit on Nichols and it has been handed to Michael Brown of the State Police. We are looking at a housing discrimination ordinance and capital asset management policy.

Gun violence in our state and community is extremely concerning.

Item 4 – DISCUSSION REGARDING ITEMS ON THE REGULAR AGENDA

Manager Mitchell pointed out several changes in our regular agenda. The times for meetings will be passed at this meeting. There was further discussion about meeting times.

Item 5 – PUBLIC COMMENT

M Pence said he would appreciate segregating Zoom and phone participants. He attempted to phone into last month’s meeting. There was no option to call in. Call-in participation should have the same rights. He had a question about PMN costs and financing.

Ron Huster, 1314 Coolidge, said he appreciates Chief Ergang’s initiative.

Adjourned 6:51 p.m.

Respectfully submitted,

Mark E. Miller, Clerk, Charter Township of Kalamazoo

**CHARTER TOWNSHIP OF KALAMAZOO
BOARD OF TRUSTEES MEETING
December 13, 2021**

The regular meeting of the Board of Trustees of the Charter Township of Kalamazoo, Kalamazoo County, was held at 7:30 p.m., Monday, December 13, 2021. Members accessed the meeting remotely using Zoom, due to the COVID-19 epidemic.

Item 1 CALL TO ORDER

Supervisor Martin called the meeting to order at 7:30 pm.

Item 2 PLEDGE OF ALLEGIANCE

Manager Mitchell led the Pledge of Allegiance.

Item 3 ROLL CALL OF BOARD MEMBERS.

All present.

Item 4 ADDITIONS AND DELETIONS TO AGENDA

None.

Item 5 PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS

Ron Huster 1314 Coolidge, there have been many signatures to the speed limit petition for a change in the law to allow some discretion in setting speed limits.

Chief Ergang spoke to that comment saying that police chiefs from all over the state are agreeing with this legislation.

Item 6 CONSENT AGENDA

Clerk Miller moved, seconded by Lisa Moiaery, to approve the consent agenda which included action on the following items:

Approval of:

- A. Minutes of November 22, 2021 Board of Trustees Special Work Session Meeting
- B. Minutes of November 22, 2021 Board of Trustees Regular Meeting
- C. Payment of Bills in the amount of \$198,462.72

Receipt of:

- A. Check Disbursement Report, November 2021
- B. EFT Report, November 2021
- C. KABA Reports, November 2021
- D. 911 Summary Report, November 2021
- E. Fire Department Report, October 2021
- F. Seasonal Leaf/Brush Collection Report

Roll call vote (7-0), Motion carried.

Item 7 PUBLIC HEARING / PRESENTATION

None.

Item 8 **UNFINISHED BUSINESS**

Item 8A **2022 Meeting Times**

Supervisor Martin explained that the proposal for times for Planning Commission and Zoning Board of Appeals meetings will be 6 pm, the Board Work Sessions at 5:30 pm and Regular Meetings at 7:30 pm.

Clerk Miller moved to approve that schedule of meeting times, noting that this was a change from the version that was included in our Board packet for this meeting. Treasurer Miller seconded the motion. Roll call vote (7-0), Motion carried.

Item 9 **NEW BUSINESS**

Item 9A **REQUEST FOR APPROVAL OF COMMITTEE APPOINTMENTS**

Clerk Miller moved, seconded by Treasurer Miller, to approve the committee appointments with the following changes from the version in the Board packet: CCTA representative is Trustee Moiaery. Board of Review alternate is vacant. Planning and Zoning Administrator is Danielle Bouchard of McKenna and Assoc., for both the Planning Commission and Zoning Board of Appeals. The Township Climate Committee is a standing committee, consisting of Clerk Mark Miller, Trustee Lisa Moiaery, Trustee Ashley Glass, Manager Dexter Mitchell, Executive Asst. Jalen Gibson, residents Timon Tesar, Denise Keele, Paul Southerland, Nicki Leigh, and Jennifer Drake. The Communications and Engagement Committee consists of Trustee Ashley Glass, Clerk Mark Miller, Trustee Lisa Moiaery, Manager Dexter Mitchell, Executive Asst. Jalen Gibson, Police Executive Asst. Samantha Lee, residents Ron Huster, Toni Kennedy, and Chris Mihelich.

Treasurer Miller said she approves re-forming the PAC Committee.

Roll call vote (7-0), Motion carried.

Item 9B **REQUEST FOR APPROVAL OF 2022 ASSET LEVEL TEST**

Attorney Seeber said this test was developed with input from the Assessor. Changes are mandated by State Department of Treasury. There must be an overall cap on the value of assets. Board of Review must specify a percentage reduction. Every adult must fill out a form stating that they were not required to file income taxes in previous year.

Trustee Leuty moved to adopt the resolution approving the Asset Level Test, seconded by Treasurer Miller. Roll call vote (7-0), Motion carried.

Item 9C **REQUEST FOR APPROVAL OF 2022 POVERTY INCOME GUIDELINES**

Attorney Seeber said the guidelines change every year, the minimum level of income is set by the US Dept. of Health and Human Services. They are all part of the

Treasurer Miller moved adoption of the 2022 Poverty Income Guideline, seconded by Trustee Leuty. Roll call vote (7-0), Motion carried.

Item 9D **REQUEST FOR APPROVAL OF 2022 KALAMAZOO TOWNSHIP DEPOSITORY LIST**

Treasurer Miller said Huntingdon National Bank has taken over TCF, otherwise the list is the same.

Treasurer Miller moved approval of the depository list, seconded by Trustee Robinson. Roll call vote (7-0), Motion carried.

Item 9E **REQUEST FOR APPROVAL OF TAX COLLECTION DESIGNEE**

Treasurer Miller said the designee for collection will be Mike Seals, Deputy Treasurer, and approve Stephanie McQueen and Lisa VanDyken as additional collection personnel.

Treasurer Miller moved to approve the designees, seconded by Clerk Miller. Roll call vote (7-0), Motion carried.

Item 9F **REQUEST FOR APPROVAL OF KALAMAZOO AREA TRANSPORTATION SYSTEM AGREEMENT**

Manager Mitchell said we can't donate more than \$100, so that is the amount.

Trustee Moiaery moved to approve the agreement, seconded by Treasurer Miller. Roll call vote (7-0), Motion carried.

Item 9G **REQUEST FOR ADOPTION OF CONSUMERS ENERGY STREETLIGHT RESOLUTION**

Manager Mitchell said this is for a new light for the N Westnedge area.

Trustee Leuty moved to approve the resolution and authorize the Manager to sign all forms, seconded by Clerk Miller.

In response to Trustee Leuty, Chief Ergang agreed this was to help residents monitor the situation and help to prevent illegal dumping.

Roll call vote (7-0), Motion carried.

Item 9H **REQUEST FOR APPROVAL OF 2022 PARCHMENT FIRE SERVICES CONTRACT**

Chief Obreiter explained the background, starting with 2019. Supervisor Martin and Chief Obreiter met with the Parchment Committee. This is an extension of the contract for an additional two years.

Trustee Leuty moved, seconded by Trustee Glass to approve the contract. Roll call vote (7-0), Motion carried.

Item 9I REQUEST FOR APPROVAL OF STATEMENT OF WORK FOR ABRAXAS SCANNING PROJECT

Manager Mitchell said this is the next phase of scanning legacy documents, for \$67,612.50.

Motion by Clerk Miller, seconded by Trustee Robinson, to approve the agreement with Abraxas. Roll call vote (7-0), Motion carried.

Item 9J REQUEST FOR APPROVAL OF POLICE CHIEF'S REQUEST FOR DISCRETIONARY BUDGET AUTHORITY

Chief Ergang explained the request for authority to take measures to help with recruiting, hiring, and retaining officers within his existing personnel budget.

Trustee Moiaery moved, seconded by Trustee Leuty, to approve use of personnel funds within the Police Department budget for recruiting, hiring and retention of police officers. Roll call vote (7-0), Motion carried.

Item 10 ITEMS REMOVED FROM THE CONSENT AGENDA

None.

Item 11 BOARD MEMBER REPORTS

Trustee Leuty reported that the Planning Commission 2325 N Burdick St. site plan change of use was approved. Planning Commissioner Peter Morrison was appointed to another term. They approved the new meeting calendar. He hopes further non-motorized discussion can be on the meeting agenda for January. In-person meetings will start in January. The pandemic is still with us. We may not be able to require masks at public meetings, but he encouraged Board members to do so.

Staff members should continue to try to protect each other.

Trustee Glass thanked staff for their work on the new website.

Trustee Moiaery said at the meeting of KCTA today there was discussion about the shootings at the bus terminal. It was a very traumatic event. Director Sean McBride discussed safety measures. This was the first in-person meeting and was a hybrid with Zoom – it went well.

Trustee Robinson thanked those who worked on the website. She shared concern with victims of disaster and crime locally and around the country.

Treasurer Miller reported on the line item on PMN that a resident had questions about.

Supervisor Martin encouraged all to get their booster vaccine. He thanked members for a good meeting. Cooper Township Supervisor Sorenson is doing an interview on the Nichols Road speed limit.

Item 12 ATTORNEY’S REPORT

None.

Item 13 MANAGER’S REPORT

The office will be closed on Dec. 24 and Dec. 31. He said the website “Contact Us” feature is being used. He handed 400 petition signatures on the Nichols Rd. speed limit to the state police. We are working on a housing non-discrimination ordinance. The PAC Committee will be meeting.

Item 14 PUBLIC COMMENT

None.

Item 15 REQUEST TO ENTER CLOSED SESSION

Motion by Trustee Moiaery, seconded by Trustee Robinson to enter into Closed Session to consider a written legal opinion, subject to section 13 of the Open Meetings Act. Roll call vote (7-0), Motion carried.

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Motion by Clerk Miller, seconded by Trustee Robinson to return to Open Session. Roll call vote (7-0), Motion carried.

Item 16 ADJOURNMENT

Adjourned at 9:03 pm.

BOARD MEMBERS PRESENT:

Supervisor Donald D. Martin
Treasurer Sherine M. Miller
Clerk Mark E. Miller
Trustee Ashley Glass
Trustee Steven C. Leuty
Trustee Lisa Moiaery
Trustee Clara D. Robinson

Respectfully submitted,

Mark E. Miller, Clerk

ABSENT: None.

Attested to by,

ALSO PRESENT:

Attorney Roxanne Seeber
Manager Dexter Mitchell

Donald D. Martin, Supervisor

INVOICE REGISTER REPORT FOR CHARTER TOWNSHP OF KALAMAZOO
 EXP CHECK RUN DATES 01/11/2022 - 01/11/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
062636 34261	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	15.95	15.95	Open	N 12/31/2021
		OPERATING SUPPLIES		15.95			
062458 34262	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	1.99	1.99	Open	N 12/31/2021
		OPERATING SUPPLIES		1.99			
062686 34263	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	11.98	11.98	Open	N 12/31/2021
		OPERATING SUPPLIES		11.98			
061720 34264	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	132.92	132.92	Open	N 12/31/2021
		OPERATING SUPPLIES		132.92			
061712 34265	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-931.00	01/11/2022 MONICAK	01/05/2022	103.45	103.45	Open	N 12/31/2021
		MAINT. - BUILDING		103.45			
061894 34266	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	12.19	12.19	Open	N 12/31/2021
		OPERATING SUPPLIES		12.19			
061912 34267	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-931.00	01/11/2022 MONICAK	01/05/2022	828.61	828.61	Open	N 12/31/2021
		MAINT. - BUILDING		828.61			
062027 34268	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-931.00	01/11/2022 MONICAK	01/05/2022	80.39	80.39	Open	N 12/31/2021
		MAINT. - BUILDING		80.39			
062342 34269	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-931.00	01/11/2022 MONICAK	01/05/2022	120.46	120.46	Open	N 12/31/2021
		MAINT. - BUILDING		120.46			
062385 34270	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-931.00	01/11/2022 MONICAK	01/05/2022	106.11	106.11	Open	N 12/31/2021
		MAINT. - BUILDING		106.11			

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062085 34271	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	18.24	18.24	Open	N 12/31/2021
	OPERATING SUPPLIES			18.24			
062617 34272	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	56.92	56.92	Open	N 12/31/2021
	OPERATING SUPPLIES			56.92			
062138 34273	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-931.00	01/11/2022 MONICAK	01/05/2022	72.47	72.47	Open	N 12/31/2021
	MAINT. - BUILDING			72.47			
885739 34274	STEENSMA LAWN & POWER EQUIPMENT TURF MASTER 101-265-934.00	01/11/2022 MONICAK	01/05/2022	130.68	130.68	Open	N 12/31/2021
	MAINT. - MACHINE			130.68			
01097 34275	LOWE'S COMPANIES, INC. MISC SUPPLIES 206-336-747.00	01/11/2022 MONICAK	01/05/2022	790.64	790.64	Open	N 12/31/2021
	SMALL TOOLS & EQUIPMENT			790.64			
204121876389 34276	CONSUMERS ENERGY ACCT #1000 2155 4991 101-751-921.00	01/11/2022 MONICAK	01/05/2022	32.42	32.42	Open	N 12/31/2021
	UTILITIES - ELECTRIC			32.42			
206880163548 34277	CONSUMERS ENERGY ACCT #1000 2210 5132 206-336-921.02	01/11/2022 MONICAK	01/05/2022	430.98	430.98	Open	N 12/31/2021
	UTILITIES - ELECTRIC			430.98			
206880163546 34278	CONSUMERS ENERGY ACCT #1000 2210 4390 206-336-923.02	01/11/2022 MONICAK	01/05/2022	524.85	524.85	Open	N 12/31/2021
	UTILITIES - NATURAL GAS			524.85			
206880163547 34279	CONSUMERS ENERGY ACCT #1000 2210 4622 206-336-921.02 206-336-923.02	01/11/2022 MONICAK	01/05/2022	288.64	288.64	Open	N 12/31/2021
	UTILITIES - ELECTRIC			97.86			
	UTILITIES - NATURAL GAS			190.78			
202431043406 34280	CONSUMERS ENERGY ACCT #1000 2469 4752 206-336-921.03	01/11/2022 MONICAK	01/05/2022	29.94	29.94	Open	N 12/31/2021
	UTILITIES - ELECTRIC			29.94			

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206702273337							
34281	CONSUMERS ENERGY ACCT #1000 1699 4202 101-200-923.00	01/11/2022 MONICAK	01/05/2022	1,875.66	1,875.66	Open	N 12/31/2021
		UTILITIES - NATURAL GAS		1,875.66			
88193989							
34282	ABSOPURE WATER COMPANY ACCT #172902 206-336-740.00	01/11/2022 MONICAK	01/05/2022	38.85	38.85	Open	N 12/31/2021
		OPERATING SUPPLIES		38.85			
88177916							
34283	ABSOPURE WATER COMPANY ACCT #172902 206-336-740.00	01/11/2022 MONICAK	01/05/2022	11.90	11.90	Open	N 12/31/2021
		OPERATING SUPPLIES		11.90			
88185647							
34284	ABSOPURE WATER COMPANY ACCT #172898 206-336-740.00	01/11/2022 MONICAK	01/05/2022	34.75	34.75	Open	N 12/31/2021
		OPERATING SUPPLIES		34.75			
01348373							
34285	PURITY CYLINDER, INC. QUARTERLY RENT 101-265-811.00	01/11/2022 MONICAK	01/05/2022	139.40	139.40	Open	N 12/31/2021
		PURCHASED SERVICE		139.40			
889616							
34286	STEENSMA LAWN & POWER EQUIPMENT MISC SUPPLIES 101-265-934.00	01/11/2022 MONICAK	01/05/2022	92.02	92.02	Open	N 12/31/2021
		MAINT. - MACHINE		92.02			
551-593908							
34287	STATE OF MICHIGAN SOR REGISTRATION 217-301-956.01	01/11/2022 MONICAK	01/05/2022	30.00	30.00	Open	N 12/31/2021
		SOR EXPENSE		30.00			
0249-007333501							
34288	REPUBLIC SERVICES #249 ACCT #3-0249-0100499 101-200-924.00	01/11/2022 MONICAK	01/05/2022	72.41	72.41	Open	N 12/31/2021
		UTILITIES - WASTE/RECYCLE		72.41			
1052							
34289	TERESA'S TAILORING TAILORING 207-301-749.00	01/11/2022 MONICAK	01/05/2022	94.00	94.00	Open	N 12/31/2021
		UNIFORM CLEANING		94.00			
69577							
34290	VC3, INC. HOST SERVER 101-200-811.00	01/11/2022 MONICAK	01/05/2022	1,600.00	1,600.00	Open	N 01/06/2022
		PURCHASED SERVICE		1,600.00			

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INV-01795-R1L4R4							
34291	ECF DATA, LLC OFFICE 265 101-200-742.00 207-301-742.00	01/11/2022 MONICAK	01/05/2022	840.00	840.00	Open	N 01/06/2022
		SOFTWARE PROGRAMS/FEES		420.00			
		SOFTWARE PROGRAMS		420.00			
62919							
34292	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	01/11/2022 MONICAK	01/05/2022	11.85	11.85	Open	N 01/06/2022
		OPERATING SUPPLIES		11.85			
010621							
34293	MICHIGAN MUNICIPAL LEAGUE DUES - MITCHELL 101-175-732.00	01/11/2022 MONICAK	01/05/2022	35.00	35.00	Open	N 01/06/2022
		DUES/SUBS/PUBL		35.00			
300007233							
34294	MACP DUES - ERGANG 207-301-732.00	01/11/2022 MONICAK	01/05/2022	115.00	115.00	Open	N 01/06/2022
		DUES/SUBS/PUBL		115.00			
10144							
34295	POLICE EXECUTIVE RESEARCH FORUM MEMBERSHIP 207-301-732.00	01/11/2022 MONICAK	01/05/2022	200.00	200.00	Open	N 01/06/2022
		DUES/SUBS/PUBL		200.00			
0249-007333422							
34296	REPUBLIC SERVICES #249 ACCT #3-0249-0094822 101-200-924.00 206-336-924.01 206-336-924.04 206-336-924.02 101-276-924.00 101-751-924.00 101-751-924.00 206-336-924.03	01/11/2022 MONICAK	01/05/2022	723.51	723.51	Open	N 01/06/2022
		UTILITIES - WASTE/RECYCLE		342.91			
		UTILITIES - WASTE/RECYCLE		86.70			
		UTILITIES - WASTE/RECYCLE		86.70			
		UTILITIES - WASTE/RECYCLE		86.70			
		UTILITIES - WASTE/RECYCLE		52.25			
		UTILITIES - WASTE/RECYCLE		22.75			
		UTILITIES - WASTE/RECYCLE		22.75			
		UTILITIES - WASTE/RECYCLE		22.75			
00010620							
34297	PONTEM SOFTWARE BY RIA ANNUAL SUPPORT 101-276-811.00	01/11/2022 MONICAK	01/05/2022	860.00	860.00	Open	N 01/06/2022
		PURCHASED SERVICE		860.00			
1109620010122							
34298	CHARTER COMMUNICATIONS ACCT #1109620 101-200-853.00	01/11/2022 MONICAK	01/05/2022	313.80	313.80	Open	N 01/06/2022
		TELEPHONE		313.80			

User: MONICAK

EXP CHECK RUN DATES 01/11/2022 - 01/11/2022

DB: Kalamazoo Twp

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
69576 34299	VC3, INC. REMOTE BACKUP 101-200-811.00	01/11/2022 MONICAK PURCHASED SERVICE	01/05/2022	1,000.00 1,000.00	1,000.00	Open	N 01/06/2022
2566 34300	FURNITURE CITY BROADCASTING CORP TOWER RENT - JANUARY 207-301-931.65	01/11/2022 MONICAK TOWER RENT - RAVINE ROAD	01/05/2022	1,622.40 1,622.40	1,622.40	Open	N 01/06/2022
3397 34301	ROBERT LAMSON, LLC SCREENING - NEWMAN 207-301-812.00	01/11/2022 MONICAK EMPLOYMENT TESTING	01/05/2022	125.00 125.00	125.00	Open	N 01/06/2022
890287 34302	STEENSMA LAWN & POWER EQUIPMENT CREDIT MEMO 101-265-934.00	01/11/2022 MONICAK MAINT. - MACHINE	01/05/2022	(28.22) (28.22)	(28.22)	Open	N 01/06/2022
10181499 34303	CTS TELECOM, INC. ACCT #00028255-5 101-200-922.00 207-301-811.00 206-336-922.01 206-336-922.02 206-336-922.03 206-336-922.04	01/11/2022 MONICAK UTILITIES - CABLE/INTERNET PURCHASED SERVICE UTILITIES - CABLE/INTERNET UTILITIES - CABLE/INTERNET UTILITIES - CABLE/INTERNET UTILITIES - CABLE/INTERNET	01/05/2022	2,848.00 200.00 550.00 450.00 748.00 450.00 450.00	2,848.00	Open	N 01/06/2022
# of Invoices:	42	# Due:	42	Totals:	16,473.38	16,473.38	
# of Credit Memos:	1	# Due:	1	Totals:	(28.22)	(28.22)	
Net of Invoices and Credit Memos:					16,445.16	16,445.16	

User: MONICAK

EXP CHECK RUN DATES 01/11/2022 - 01/11/2022

DB: Kalamazoo Twp

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL			7,183.83	7,183.83		
	206 - FIRE			6,104.93	6,104.93		
	207 - POLICE			3,126.40	3,126.40		
	217 - LIVESCAN/SOR			30.00	30.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	175 - MANAGER			35.00	35.00		
	200 - GENERAL SERVICES_ADMIN			5,824.78	5,824.78		
	265 - MAINTENANCE			333.88	333.88		
	276 - CEMETERY			912.25	912.25		
	301 - POLICE			3,156.40	3,156.40		
	336 - FIRE			6,104.93	6,104.93		
	751 - RECREATION			77.92	77.92		



2022 Meeting/Holiday Schedule – Kalamazoo Charter Township

Board of Trustees (2nd and 4th Monday of Month)

January 10, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
January 24, 2022	7:30 PM Regular Meeting	
February 14, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
February 28, 2022	7:30 PM Regular Meeting	
March 14, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
March 28, 2022	7:30 PM Regular Meeting	
April 11, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
April 25, 2022	7:30 PM Regular Meeting	
May 09, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
May 23, 2022	7:30 PM Regular Meeting	
June 13, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
June 27, 2022	7:30 PM Regular Meeting	
July 11, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
July 25, 2022	7:30 PM Regular Meeting	
August 08, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
August 22, 2022	7:30 PM Regular Meeting	
September 12, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
September 26, 2022	7:30 PM Regular Meeting	
October 10, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
October 17, 2022	5:30 PM Budget Work Session	
October 24, 2022	7:30 PM Regular Meeting	
November 14, 2022	5:30 PM Work Session	7:30 PM Regular Meeting
November 28, 2022	7:30 PM Regular Meeting	
December 12, 2022	5:30 PM Work Session	7:30 PM Regular Meeting

Planning Commission (6:00 PM, 1st Thursday of Month)

January 06, 2022	July 07, 2022
February 03, 2022	August 04, 2022
March 03, 2022	September 01, 2022
April 07, 2022	October 06, 2022
May 05, 2022	November 03, 2022
June 02, 2022	December 01, 2022

Zoning Board of Appeals (6:00 PM, 3rd Wednesday of Month)

January 19, 2022
February 16, 2022
March 16, 2022
April 20, 2022
May 18, 2022
June 15, 2022

July 20, 2022
August 17, 2022
September 21, 2022
October 19, 2022
November 16, 2022
December 21, 2022

Township Holidays (The Township will be closed on the date listed below and will re-open at the normal time on the next business day)

New Years' Day	January 01, 2022
MLK Day	January 17, 2022
President's Day	February 21, 2022
Memorial Day	May 30, 2022
Juneteenth (Observed)	June 20, 2022
Independence Day	July 04, 2022
Labor Day	September 05, 2022
Veteran's Day	November 11, 2022
Thanksgiving Day	November 24, 2022
Day after Thanksgiving Day	November 25, 2022
Christmas Day (Observed)	December 26, 2022

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO
 CHECK DATE FROM 12/01/2021 - 12/31/2021

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
12/01/2021	TAX	2009	111521	KALAMAZOO COUNTY TREASURER	DUE TO COUNTY OPERATING	704-000-222.00	3,367.38
		2009	111521A		COUNTY INTEREST	704-000-222.03	98.83
		2009	111521B		SCH. #01 - S.E.T.	704-000-225.01	4,165.27
		2009	111521C		INT. - SCH. #01 - S.E.T.	704-000-225.08	122.15
		2009	111521D		SCH. #40 - S.E.T.	704-000-227.01	178.50
		2009	111521E		INT. - SCH. #40 - S.E.T.	704-000-227.08	5.35
							7,937.48
12/01/2021	TAX	2010	111521	KRESA	KRESA ISD	704-000-223.00	208.63
		2010	111521A		INT. -KRESA	704-000-223.02	6.26
							214.89
12/01/2021	TAX	2011	111521	PARCHMENT PUBLIC SCHOOLS	SCH. #40 - OPERATING	704-000-227.02	535.51
		2011	111521A		SCH. #40 - DEBT	704-000-227.03	208.55
		2011	111521C		INT. - SCH. #40 - OPER.	704-000-227.09	16.07
		2011	111521D		INT. - SCH. #40 - DEBT	704-000-227.10	6.26
		2011	111521B		PARCHMENT SD #40 - SINKING FUND	704-000-227.17	59.07
		2011	111521E		INT. - ACT. SCH #40 - SINKING FUND	704-000-227.18	1.77
							827.23
12/01/2021	TAX	2012	111521	TWP. OF KALAMAZOO/SHERINE MILADMINISTRATIVE FEE		704-000-214.03	86.60
12/01/2021	POOL	49382	120121	U.S. POSTMASTER	POSTAGE	101-253-730.00	3,301.37
12/02/2021	ERAD	10434	113021	TWP. OF KALAMAZOO/SHERINE MILFORFEITURE - OPR		727-000-253.00	728.66
12/02/2021	ERAD	10435	9893021854	VERIZON WIRELESS	FORFEITURE - OPR	727-000-253.00	336.18
12/02/2021	ERAD	10436	112921	SUSAN A MCCARTHY	FORFEITURE - OPR	727-000-253.00	40.00
12/03/2021	POOL	49383	201630053033	CONSUMERS ENERGY	UTILITIES - ELECTRIC	206-336-921.01	29.09
		49383	201630053032		UTILITIES - ELECTRIC	206-336-921.01	484.69
		49383	206524281148		UTILITIES - ELECTRIC	206-336-921.04	569.14
		49383	201630053032		UTILITIES - NATURAL GAS	206-336-923.01	487.81
		49383	206880106563		UTILITIES - NATURAL GAS	206-336-923.04	451.23
		49383	202786925187		UTILITIES - ELECTRIC	883-520-921.00	148.98
							2,170.94
12/03/2021	POOL	49384	0614877112321	CHARTER COMMUNICATIONS	UTILITIES - CABLE/INTERNET	101-200-922.00	270.37
12/03/2021	POOL	49385	K2533	KALAMAZOO OIL CO.	GAS & OIL	101-265-751.00	122.35
12/03/2021	POOL	49386	11192021	AT&T MOBILITY	TELEPHONE	206-336-853.00	425.54
12/03/2021	POOL	49387	3365	ROBERT LAMSON, LLC	EMPLOYMENT TESTING	207-301-812.00	415.00
12/03/2021	POOL	49388	112921	U.S. POSTMASTER	POSTAGE	101-215-730.00	33.64

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
12/03/2021	POOL	49389	120571169	ROSE PEST SOLUTIONS	PURCHASED SERVICE	101-200-811.00	74.00
		49389	120561132H		PURCHASED & MAINT. SERVICE	206-336-811.00	129.00
							203.00
12/07/2021	POOL	49390	112221	MACP	DUES/SUBS/PUBL	207-301-732.00	2,700.00
12/08/2021	TAX	2013	113021	KALAMAZOO COUNTY TREASURER	DUE TO COUNTY OPERATING	704-000-222.00	4,206.75
		2013	113021A		INT. -KRESA	704-000-223.02	123.14
		2013	113021B		SCH. #01 - S.E.T.	704-000-225.01	5,409.95
		2013	113021C		INT. - SCH. #01 - S.E.T.	704-000-225.08	158.35
		2013	113021D		SCH. #32 - S.E.T.	704-000-226.01	1.53
		2013	113021E		INT. - SCH. #32 - S.E.T.	704-000-226.08	0.04
		2013	113021F		SCH. #40 - S.E.T.	704-000-227.01	15.00
		2013	113021G		INT. - SCH. #40 - S.E.T.	704-000-227.08	0.44
							9,915.20
12/08/2021	TAX	2014	113021	KRESA	KRESA ISD	704-000-223.00	19.32
		2014	113021A		INT. -KRESA	704-000-223.02	0.58
							19.90
12/08/2021	TAX	2015	113021	SCHOOL DISTRICT #32	SCH. #32 - DEBT	704-000-226.03	1.28
		2015	113021B		INT. - SCH. #32 - DEBT	704-000-226.10	0.04
		2015	113021A		SCH #32 - SINKING FUND	704-000-226.17	0.25
		2015	113021C		INT. -SCH. #32 - SINKING FUND	704-000-226.18	0.01
							1.58
12/08/2021	TAX	2016	113021	PARCHMENT PUBLIC SCHOOLS	SCH. #40 - DEBT	704-000-227.03	17.52
		2016	113021B		INT. - SCH. #40 - DEBT	704-000-227.10	0.53
		2016	113021A		PARCHMENT SD #40 - SINKING FUND	704-000-227.17	4.96
		2016	113021C		INT. - SCH #40 - SINKING FUND	704-000-227.18	0.15
							23.16
12/08/2021	TAX	2017	113021A	TWP. OF KALAMAZOO/SHERINE MILADMINISTRATIVE FEE		704-000-214.03	96.60
12/10/2021	POOL	49391	88145767	ABSOPURE WATER COMPANY	OPERATING SUPPLIES	206-336-740.00	5.95
		49391	88162394		OPERATING SUPPLIES	206-336-740.00	17.85
		49391	59036858		OPERATING SUPPLIES	206-336-740.00	7.00
		49391	59036787		OPERATING SUPPLIES	206-336-740.00	14.00
		49391	88152481		OPERATING SUPPLIES	206-336-740.00	18.00
		49391	59036857		OPERATING SUPPLIES	206-336-740.00	14.00
							76.80
12/10/2021	POOL	49392	206168506687	CONSUMERS ENERGY	UTILITIES - NATURAL GAS	101-200-923.00	1,401.52

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
12/10/2021	POOL	49393	1109620120121	CHARTER COMMUNICATIONS	TELEPHONE	101-200-853.00	316.94
		49393	0284753120121		UTILITIES - CABLE/INTERNET	206-336-922.01	109.99
		49393	0284811120121		UTILITIES - CABLE/INTERNET	206-336-922.02	109.99
		49393	0026220120121		UTILITIES - CABLE/INTERNET	206-336-922.02	142.91
		49393	0100199120121		UTILITIES - CABLE/INTERNET	206-336-922.02	56.82
		49393	0025941120121		UTILITIES - CABLE/INTERNET	206-336-922.03	99.67
		49393	02848291020121		UTILITIES - CABLE/INTERNET	206-336-922.04	109.99
							946.31
12/10/2021	POOL	49394	2554	FURNITURE CITY BROADCASTING	CTOWER RENT - RAVINE ROAD	207-301-931.65	1,622.40
12/10/2021	POOL	49395	113021	KALAMAZOO OIL CO.	GAS & OIL	101-209-751.00	38.83
		49395	113021B		GAS & OIL	101-265-751.00	554.66
		49395	113021A		GAS & OIL	206-336-751.00	1,419.33
		49395	113021C		GAS & OIL	207-301-751.00	2,808.43
							4,821.25
12/10/2021	POOL	49396	120121	MI ASSESSORS ASSOCIATION	DUES/SUBS/PUBL	101-209-732.00	95.00
12/10/2021	POOL	49397	113021	MMAAO	DUES/SUBS/PUBL	101-209-732.00	20.00
12/10/2021	POOL	49398	INV-01673-D2L0Q7	ECF DATA, LLC	SOFTWARE PROGRAMS/FEES	101-200-742.00	420.00
		49398	INV-01673-D2L0Q7		SOFTWARE PROGRAMS	207-301-742.00	420.00
							840.00
12/10/2021	POOL	49399	21-0452	LEFT COAST OPEN PIT LLC	DEPOSITS - VENDING MACHINE	701-000-276.04	910.00
12/10/2021	POOL	49400	8064396968	STAPLES	MAINT. - GROUNDS	206-336-932.00	27.99
12/10/2021	POOL	49401	0249-007305440	REPUBLIC SERVICES #249	UTILITIES - WASTE/RECYCLE	101-200-924.00	342.91
		49401	0249-007305522		UTILITIES - WASTE/RECYCLE	101-200-924.00	72.41
		49401	0249-007305440		UTILITIES - WASTE/RECYCLE	101-276-924.00	52.25
		49401	0249-007305440		UTILITIES - WASTE/RECYCLE	101-751-924.00	45.50
		49401	0249-007305440		UTILITIES - WASTE/RECYCLE	206-336-924.01	86.70
		49401	0249-007305440		UTILITIES - WASTE/RECYCLE	206-336-924.02	86.70
		49401	0249-007305440		UTILITIES - WASTE/RECYCLE	206-336-924.03	22.75
		49401	0249-007305440		UTILITIES - WASTE/RECYCLE	206-336-924.04	86.70
		49401	0249-007310781		SOLID WASTE	226-527-811.00	39,951.78
							40,747.70
12/13/2021	ERAD	10437	46053	ROME'S STANDARD SERVICE, INC.	FORFEITURE - OPR	727-000-253.00	257.25
12/13/2021	ERAD	10438	112921	ROBERT A NEMECEK	HIDTA MONEY	727-000-271.00	59.91
		10438	112921A		HIDTA MONEY	727-000-271.00	65.60
							125.51

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
12/13/2021	ERAD	10439	76402035	WEX BANK	FORFEITURE - OPR	727-000-253.00	621.74
12/13/2021	ERAD	10440	112321-01	WILLS AUTO SERVICE	FORFEITURE - OPR	727-000-253.00	129.99
		10440	112321-02		FORFEITURE - OPR	727-000-253.00	141.26
							271.25
12/13/2021	ERAD	10441	093021	SOUTHWEST ENFORCEMENT	FORFEITURE - OPR	727-000-253.00	4,293.05
		10441	112321		FORFEITURE - OPR	727-000-253.00	3,919.75
							8,212.80
12/16/2021	POOL	49402	914	4 SEASONS TREE SERVICES, LLC	REPAIRS - MAINT. GROUNDS	101-751-932.00	2,000.00
12/16/2021	POOL	49403	107479	APOLLO FIRE EQUIPMENT	PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	16,719.45
		49403	107480		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	337.64
		49403	59571		MAINT. - VEHICLE	206-336-939.00	814.57
		49403	59578		MAINT. - VEHICLE	206-336-939.00	598.15
							18,469.81
12/16/2021	POOL	49404	35003464	PREMIER SAFETY	SMALL TOOLS & EQUIPMENT	206-336-747.00	186.73
12/16/2021	POOL	49405	112421	BAUCKHAM, SPARKS, THALL,	LEGAL SERVICES-BD. MEET.	101-101-826.00	450.00
		49405	112421		LEGAL SERVICES - GEN TWP	101-200-827.00	1,525.00
		49405	112421		LEGAL SERVICES - GEN TWP	101-209-827.00	400.00
		49405	112421		LEGAL SERVICES - GEN TWP	101-310-827.00	1,485.73
		49405	112421		LEGAL SERVICES - GEN TWP	101-400-827.00	1,360.00
		49405	112421		LEGAL SERVICES - GEN TWP	207-301-827.00	630.00
							5,850.73
12/16/2021	POOL	49406	120421	BRONSON HEALTHCARE GROUP	HEALTH MGMT	101-200-914.00	150.00
		49406	120421		HEALTH MGMT	207-301-914.00	245.00
							395.00
12/16/2021	POOL	49407	10177328	CTS TELECOM, INC.	UTILITIES - CABLE/INTERNET	101-200-922.00	200.00
		49407	10177328		UTILITIES - CABLE/INTERNET	206-336-922.01	765.00
		49407	10177328		UTILITIES - CABLE/INTERNET	206-336-922.02	797.87
		49407	10177328		UTILITIES - CABLE/INTERNET	206-336-922.03	765.00
		49407	10177328		UTILITIES - CABLE/INTERNET	206-336-922.04	450.00
		49407	10177328		PURCHASED SERVICE	207-301-811.00	550.00
		49407	10177328		FIRE EQUIPMENT	811-440-983.00	18,071.00
							21,598.87
12/16/2021	POOL	49408	110721	PUBLIC MEDIA NETWORK	LOCAL PUBLIC BROADCASTING	101-200-855.00	3,280.66
		49408	110721A		LOCAL PUBLIC BROADCASTING	101-200-855.00	3,280.66
		49408	110721B		LOCAL PUBLIC BROADCASTING	101-200-855.00	25,926.96

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO
 CHECK DATE FROM 12/01/2021 - 12/31/2021

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		49408	110721C		LOCAL PUBLIC BROADCASTING	101-200-855.00	4,872.84
							37,361.12
12/16/2021	POOL	49409	204744760760	CONSUMERS ENERGY	UTILITIES - ELECTRIC	101-751-921.00	31.89
		49409	206880123954		UTILITIES - ELECTRIC	206-336-921.02	88.29
		49409	206880123955		UTILITIES - ELECTRIC	206-336-921.02	476.72
		49409	201363128836		UTILITIES - ELECTRIC	206-336-921.03	175.32
		49409	202697956350		UTILITIES - ELECTRIC	206-336-921.03	29.09
		49409	206880123953		UTILITIES - NATURAL GAS	206-336-923.02	563.60
		49409	206880123954		UTILITIES - NATURAL GAS	206-336-923.02	130.12
		49409	207057892542		UTILITIES - NATURAL GAS	206-336-923.03	366.18
							1,861.21
12/16/2021	POOL	49410	601012782890	CONSUMERS ENERGY	UTILITIES - ELECTRIC	219-448-921.00	18,038.35
		49410	601012782882		UTILITIES - ELECTRIC	219-448-921.00	13,278.52
							31,316.87
12/16/2021	POOL	49411	882879	STEENSMA LAWN & POWER EQUIP	MAINT. - VEHICLE	101-265-939.00	874.57
		49411	882974		MAINT. - VEHICLE	101-265-939.00	51.45
		49411	883293		MAINT. - VEHICLE	101-265-939.00	231.69
							1,157.71
12/16/2021	POOL	49412	WK064554	FERGUSON FACILITIES #3400	OPERATING SUPPLIES	101-265-740.00	2,306.92
		49412	WK063355-1		OPERATING SUPPLIES	206-336-740.00	111.87
							2,418.79
12/16/2021	POOL	49413	135962	FADER EQUIPMENT, INC.	RENTALS - EQUIPMENT	101-276-945.00	210.00
12/16/2021	POOL	49414	SIN030581	ALL TRAFFIC SOLUTIONS, INC.	NEW EQUIPMENT	810-440-983.00	9,380.00
12/16/2021	POOL	49415	24888	FIRESERVICE MANAGEMENT, LLC	PURCHASED & MAINT. SERVICE	206-336-811.00	941.15
12/16/2021	POOL	49416	2291539-0	INTEGRITY BUSINESS SOLUTIONS,	OFFICE SUPPLIES	101-200-727.00	403.25
		49416	2292413-0		OFFICE SUPPLIES	207-301-727.00	204.25
		49416	2288968-0		OFFICE SUPPLIES	207-301-727.00	155.16
							762.66
12/16/2021	POOL	49417	21-06-10	KALAMAZOO AREA BUILDING AUTHO	PURCHASED SERVICE	101-310-811.00	600.00
12/16/2021	POOL	49418	112321A	KALAMAZOO CITY TREASURER	UTILITIES - WATER	101-200-927.00	109.09
		49418	1000192181		PURCHASED & MAINT. SERVICE	206-336-811.00	1,200.00
		49418	112021		UTILITIES - WATER	206-336-927.02	73.24
		49418	112221		UTILITIES - WATER	206-336-927.03	36.89
		49418	112321		UTILITIES - WATER	206-336-927.04	74.53

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							1,493.75
12/16/2021	POOL	49419	21-07A	KAL COUNTY EMERGENCY MANAGEMEDUES/SUBS/PUBL		206-336-732.00	1,400.00
12/16/2021	POOL	49420	53644	ROAD COMMISSION OF KALAMAZOO	CONSTRUCTION COSTS	883-520-973.00	10,254.90
12/16/2021	POOL	49421	0010140653	MLIVE MEDIA GROUP	NOTICE & PUBL.	101-101-903.00	595.70
12/16/2021	POOL	49422	14-0025672	KAL. COUNTY HEALTH & COMM SERS	SOLID WASTE	226-527-811.00	527.49
12/16/2021	POOL	49423	DRN21-12	COUNTY OF KALAMAZOO	DRAINS - AT LARGE	101-446-965.00	1,850.00
12/16/2021	POOL	49424	41116	KRESA PRINT CENTER	OPERATING SUPPLIES	207-301-740.00	50.54
12/16/2021	POOL	49425	120621	KALAMAZOO ROD & GUN CLUB	DUES/SUBS/PUBL	207-301-732.00	100.00
		49425	120621A		DUES/SUBS/PUBL	207-301-732.00	100.00
		49425	120621B		DUES/SUBS/PUBL	207-301-732.00	100.00
							300.00
12/16/2021	POOL	49426	121321	KRUM-RO INC	PURCHASED MAINT. SERVICE	584-698-814.00	7,500.00
12/16/2021	POOL	49427	21-3665	ELECTIONSOURCE	OFFICE SUPPLIES	101-215-727.00	778.25
12/16/2021	POOL	49428	120921	MI ASSOC. OF MUNICIPAL CLERKS	DUES/SUBS/PUBL	101-215-732.00	60.00
		49428	120921A		DUES/SUBS/PUBL	101-215-732.00	60.00
							120.00
12/16/2021	POOL	49429	61170	MENARDS - KALAMAZOO EAST	MAINT. - BUILDING	101-265-931.00	71.44
		49429	60413		OPERATING SUPPLIES	206-336-740.00	68.36
		49429	61233		OPERATING SUPPLIES	206-336-740.00	203.08
		49429	60506		MAINT. - BUILDING	206-336-931.00	6.80
		49429	60850		MAINT. - BUILDING	206-336-931.00	259.46
		49429	60783		MAINT. - BUILDING	206-336-931.00	1,164.22
							1,773.36
12/16/2021	POOL	49430	3200	MICHIGAN MUNICIPAL POLICE	MAINT. - VEHICLE	207-301-939.00	365.66
		49430	3193		MAINT. - VEHICLE	207-301-939.00	797.51
							1,163.17
12/16/2021	POOL	49431	1448	PROUDCITY, INC.	PREPAID EXPENSES	101-000-075.00	3,310.00
		49431	1434		SOFTWARE PROGRAMS	101-200-982.00	2,508.50
							5,818.50
12/16/2021	POOL	49432	252186	RIDGE COMPANY	MAINT. - VEHICLE	101-265-939.00	118.76
		49432	251804		MAINT. - VEHICLE	206-336-939.00	322.80
		49432	406773		MAINT. - VEHICLE	206-336-939.00	83.86
		49432	252400		MAINT. - VEHICLE	207-301-939.00	26.98

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							552.40
12/16/2021	POOL	49433	793635	NYE UNIFORM CO.	UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	690.00
12/16/2021	POOL	49434	111921	OKUN BROTHERS SHOES, INC.	PERSONAL EQUIP. - ALLOWANCE	101-265-748.00	187.50
12/16/2021	POOL	49435	0481	SHARP SHOP	OPERATING SUPPLIES	101-265-740.00	83.97
		49435	0477		OPERATING SUPPLIES	206-336-740.00	31.99
							115.96
12/16/2021	POOL	49436	551-593105	STATE OF MICHIGAN	LIVESCAN EXPENSE	217-301-956.00	692.00
12/16/2021	POOL	49437	17979	SIGN IMPRESSIONS, INC.	OPERATING SUPPLIES	206-336-740.00	43.15
12/16/2021	POOL	49438	120921	TWP. OF KALAMAZOO/SHERINE MILDRAINS - AT LARGE		101-446-965.00	60.27
		49438	120921B		MAINT - 1219 WOODROW	811-440-983.08	1,868.92
		49438	120921A		MAINT - 1220 NASSAU	811-440-983.10	1,648.13
							3,577.32
12/16/2021	POOL	49439	9894105229	VERIZON WIRELESS	TELEPHONE	101-200-853.00	67.85
		49439	9894105229		TELEPHONE	206-336-853.00	344.15
		49439	9894105229		TELEPHONE	207-301-853.00	1,224.35
							1,636.35
12/16/2021	POOL	49440	121421	SHAWN GALLAGHER	COMPENSATION-BD. OF REVIEW	101-209-712.00	65.00
12/16/2021	POOL	49441	121421	JAMES ROBBARD	COMPENSATION-BD. OF REVIEW	101-209-712.00	65.00
12/16/2021	POOL	49442	121421	KEVIN SAMPSON	COMPENSATION-BD. OF REVIEW	101-209-712.00	65.00
12/16/2021	POOL	49443	64697	PREIN & NEWHOF, INC.	SIDEWALK MAINTENANCE	101-446-969.01	21.00
		49443	64672		CONSTRUCTION COSTS	883-520-973.00	1,264.00
							1,285.00
12/16/2021	POOL	49444	555502	WOLVERINE LAWN SERVICES, INC	MAINT. - GROUNDS	101-276-932.00	630.00
12/16/2021	POOL	49445	22168-C	ARTWEAR APPAREL GRAPHICS, INC	PERSONAL EQUIP. - ALLOWANCE	101-265-748.00	505.00
		49445	22166-C		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	1,038.00
							1,543.00
12/16/2021	POOL	49446	26053920	DORRANCE FORD	MAINT. - VEHICLE	207-301-939.00	47.77
12/16/2021	POOL	49447	120022875S	ROSE PEST SOLUTIONS	PURCHASED SERVICE	101-265-811.00	672.00
12/16/2021	POOL	49448	36100	HELPNET	HEALTH MGMT	207-301-914.00	1,118.40
12/16/2021	POOL	49449	3716	LEHRMAN LAWN CARE	MAINT. - GROUNDS	101-265-932.00	90.00
		49449	3716		REPAIRS - MAINT. GROUNDS	101-751-932.00	535.00

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							625.00
12/16/2021	POOL	49450	01932	LOWE'S COMPANIES, INC.	SMALL TOOLS & EQUIPMENT	206-336-747.00	882.63
		49450	01362		MAINT. - BUILDING	206-336-931.00	585.17
		49450	01177		MAINT. - BUILDING	206-336-931.00	115.89
		49450	01105		MAINT. - BUILDING	206-336-931.00	502.03
							2,085.72
12/16/2021	POOL	49451	21436	MOSES FIRE EQUIPMENT, INC.	SMALL TOOLS & EQUIPMENT	206-336-747.00	4,287.85
		49451	21435		MAINT. - VEHICLE	206-336-939.00	198.63
							4,486.48
12/16/2021	POOL	49452	0128	ANNE PERRY PHOTOGRAPHY	PURCHASED SERVICE	207-301-811.00	900.00
12/16/2021	POOL	49453	120621	TAPLIN GROUP, LLC	MAINTENANCE - SEWER	883-520-930.00	55,066.06
12/16/2021	POOL	49454	120121	TRANSUNION RISK AND ALTERNATI	INVESTIGATIVE OPERATIONS	207-301-782.00	75.00
12/16/2021	POOL	49455	014935086	XEROX CORPORATION	PURCHASED SERVICE	101-200-811.00	392.13
12/16/2021	POOL	49456	X1030895912:01	WEST MICHIGAN INTERNATIONAL	MAINT. - VEHICLE	206-336-939.00	605.89
		49456	X103085912:01A		MAINT. - VEHICLE	206-336-939.00	(200.00)
							405.89
12/16/2021	POOL	49457	2213	WEAL L.E.D.'S LLC	PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	255.50
12/16/2021	POOL	49458	797892	MCDONALD'S TOWING	INVESTIGATIVE OPERATIONS	207-301-782.00	55.00
		49458	800604		INVESTIGATIVE OPERATIONS	207-301-782.00	55.00
							110.00
12/17/2021	ERAD	10442	5732750	BEST BUY BUSINESS ADVANTAGE A	FORFEITURE - OPR	727-000-253.00	63.99
		10442	5677536		FORFEITURE - OPR	727-000-253.00	99.99
		10442	5732750		HIDTA MONEY	727-000-271.00	389.97
		10442	5677536		HIDTA MONEY	727-000-271.00	519.99
							1,073.94
12/17/2021	ERAD	10443	121321	BERRIEN COUNTY TREASURER	FORFEITURE - OPR	727-000-253.00	16.80
12/17/2021	ERAD	10444	5950	LENS EQUIPMENT	HIDTA MONEY	727-000-271.00	998.00
12/17/2021	ERAD	10445	47419	COVERTTRACK GROUP, INC.	HIDTA MONEY	727-000-271.00	565.00
12/17/2021	ERAD	10446	201274171465	CONSUMERS ENERGY	HIDTA MONEY	727-000-271.00	298.08
12/17/2021	ERAD	10447	121321	JASON P ROSKAM	HIDTA MONEY	727-000-271.00	106.28
12/17/2021	ERAD	10448	121521	PAULINO L HERNANDEZ	HIDTA MONEY	727-000-271.00	93.78

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12/17/2021	ERAD	10449	121621	JERIMIAH ABNET	HIDTA MONEY	727-000-271.00	142.97
12/17/2021	ERAD	10450	121321	SHAY WRESINSKI	HIDTA MONEY	727-000-271.00	329.44
12/17/2021	ERAD	10451	2100003218	CITY OF SPRINGFIELD	FORFEITURE - OPR	727-000-253.00	467.00
12/17/2021	ERAD	10452	120570808	ROSE PEST SOLUTIONS	FORFEITURE - OPR	727-000-253.00	80.00
12/21/2021	POOL	49459	110221A	KALAMAZOO COUNTY TREASURER	TAX ADMIN FEE	101-000-651.00	16.33
		49459	110221D		POLICE - OPERATING SPECIAL ASSESS	207-000-430.00	68.46
		49459	110221C		POLICE CAPITAL SPECIAL ASSESSM	810-000-672.00	29.34
		49459	110221B		FIRE CAPITAL SPECIAL ASSESSMEN	811-000-672.00	48.90
							163.03
12/23/2021	ERAD	10453	122221	CHRISTINE MCDOWELL	HIDTA MONEY	727-000-271.00	541.65
12/23/2021	ERAD	10454	121721	BERRIEN COUNTY TREASURER	FORFEITURE - OPR	727-000-253.00	4.00
12/23/2021	ERAD	10455	122221	ROBERT A NEMECEK	HIDTA MONEY	727-000-271.00	54.01
12/23/2021	ERAD	10456	122221	SCOTT BOGARD	HIDTA MONEY	727-000-271.00	133.62
12/23/2021	ERAD	10457	1026	LARRY L EIB	FORFEITURE - OPR	727-000-253.00	120.00
12/23/2021	ERAD	10458	122221	SUSAN A MCCARTHY	FORFEITURE - OPR	727-000-253.00	40.00
12/23/2021	ERAD	10459	122221	RYAN COON	HIDTA MONEY	727-000-271.00	816.79
12/23/2021	TAX	2018	122321	KATHERINE J LAGONI	2020 SUM TAX REFUND - 07-195-400	704-000-230.00	5.85
		2018	122321A		2020 WIN TAX REFUND - 07-195-400	704-000-230.00	32.19
							38.04
12/23/2021	TAX	2019	122321	TWP. OF KALAMAZOO/SHERINE MIL	2020 WIN TAX REFUND - 18-215-110		** VOIDED **
12/23/2021	TAX	2020	122321A	TWP. OF KALAMAZOO/SHERINE MIL	2021 SUM TAX REFUND - 06-240-080		** VOIDED **
12/23/2021	TAX	2021	12/23/2021	COLUMBINE INVESTMENTS, L.L.C.	REFUND	704-000-230.00	79.20
12/23/2021	TAX	2022	12/23/2021	NATIONS TITLE AGENCY OF MICH	REFUND	704-000-230.00	1,198.06
12/23/2021	TAX	2023	12/23/2021	LAURIE A. ARNDT	REFUND	704-000-230.00	36.00
12/23/2021	TAX	2024	12/23/2021	CHARTER TOWNSHIP OF KALAMAZOO	REFUND	704-000-230.00	1.92
12/23/2021	POOL	49460	204121844520	CONSUMERS ENERGY	UTILITIES - ELECTRIC	101-200-921.00	2,745.40
12/23/2021	POOL	49461	120221	FIRST NATIONAL BANK OF OMAHA	AMAZON.COM	101-175-740.00	64.91
		49461	120221		MSU PAYMENTS	101-400-960.00	550.00
		49461	120221		ZOOM	258-425-811.00	109.98
		49461	120221		HUMMINGBIRD NETWORKS	402-265-975.00	506.25

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		49461	120221		AMAZON.COM	402-265-975.00	36.99
							1,268.13
12/23/2021	POOL	49462	120221A	FIRST NATIONAL BANK OF OMAHA	DUES/SUBS/PUBL	101-215-732.00	60.00
12/23/2021	POOL	49463	120221B	FIRST NATIONAL BANK OF OMAHA	MAFC	206-336-732.00	250.00
		49463	120221B		EBAY	206-336-740.00	733.14
		49463	120221B		EBAY	206-336-747.00	301.06
		49463	120221B		AMAZON MKTPLC	206-336-747.00	127.16
		49463	120221B		GALLS LLC	206-336-748.00	287.25
		49463	120221B		NATIONAL REGISTRY EMT	206-336-811.00	85.00
		49463	120221B		IAAI	206-336-811.00	20.00
		49463	120221B		EBAY	206-336-933.00	155.00
		49463	120221B		EBAY	206-336-939.00	39.99
		49463	120221B		WW WILLIAMS	206-336-939.00	71.32
							2,069.92
12/23/2021	POOL	49464	120221C	FIRST NATIONAL BANK OF OMAHA	AMAZON MKTPLC	207-301-747.00	59.89
		49464	120221C		BRAVO COMPANY USA	207-301-747.00	131.28
		49464	120221C		WALGREENS	207-301-780.00	0.39
		49464	120221C		AMAZON.COM	207-301-810.00	49.99
		49464	120221C		ZOOM	207-301-811.00	14.99
		49464	120221C		AMAZON MKTPLC	207-301-934.00	24.49
		49464	120221C		AMAZON MKTPLC	266-320-960.00	29.71
							310.74
12/23/2021	POOL	49465	53659	ROAD COMMISSION OF KALAMAZOO	CONSTRUCTION COSTS	883-520-973.00	8,064.79
12/23/2021	POOL	49466	121521	KALAMAZOO OIL CO.	GAS & OIL	207-301-751.00	2,819.37
12/23/2021	POOL	49467	IN172899	KIESLER'S POLICE SUPPLY, INC.	TUITION/TRAINING	266-320-960.00	2,045.75
12/23/2021	POOL	49468	WO175822	SANDERSON DEHAAN IRRIGATION,	PURCHASED SERVICE	101-265-811.00	88.00
		49468	WO175823		PURCHASED SERVICE	101-276-811.00	88.00
		49468	WO175824		PURCHASED SERVICE	101-751-811.00	88.00
							264.00
12/23/2021	POOL	49469	269342197112I	AT&T	TELEPHONE	206-336-853.00	1,275.01
12/23/2021	POOL	49470	202105173	DBIX IT LLC	COMPUTER SERVICE	101-228-810.00	2,460.00
12/23/2021	POOL	49471	551-592911	STATE OF MICHIGAN	SOR EXPENSE	217-301-956.01	30.00
12/29/2021	TAX	2025	121521	KALAMAZOO COUNTY	COUNTY TRANSPORTATION - KCTA	704-000-222.08	12.11
		2025	121521A		COUNTY TRANSPORTATION - KCTA	704-000-222.08	11,211.95
							11,224.06

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12/29/2021	TAX	2026	121521	KALAMAZOO CITY TREASURER	CITY SWR/WTR USAGE - DELINQ	704-000-214.09	799.40
12/29/2021	TAX	2027	121521	KAL. PUBLIC LIBRARY	KAL. LIBRARY	704-000-228.00	149.55
		2027	121521A		KAL. LIBRARY	704-000-228.00	126,262.23
							126,411.78
12/29/2021	TAX	2028	121521	KALAMAZOO COUNTY TREASURER	DUE TO COUNTY OPERATING	704-000-222.00	8,122.51
		2028	121521L		COUNTY DRAIN	704-000-222.02	704.55
		2028	121521M		COUNTY DRAIN	704-000-222.02	68.66
		2028	121521A		COUNTY INTEREST	704-000-222.03	319.12
		2028	121521D		JUVENILE HOME	704-000-222.05	6,045.80
		2028	121521E		JUVENILE HOME	704-000-222.05	6.53
		2028	121521F		COUNTY HOUSING FUND	704-000-222.06	26,868.60
		2028	121521G		COUNTY HOUSING FUND	704-000-222.06	29.03
		2028	121521B		CO PUBLIC SAFETY	704-000-222.07	51,622.75
		2028	121521C		CO PUBLIC SAFETY	704-000-222.07	55.77
		2028	121521H		CO SENIOR	704-000-222.09	12,478.98
		2028	121521I		CO SENIOR	704-000-222.09	13.48
		2028	121521J		COUNTY 911/DISPATCH	704-000-222.11	23,285.61
		2028	121521K		COUNTY 911/DISPATCH	704-000-222.11	25.16
		2028	121521N		SCH. #01 - S.E.T.	704-000-225.01	6,555.55
							136,202.10
12/29/2021	TAX	2029	121521O	KALAMAZOO COUNTY TREASURER	INT. - SCH. #01 - S.E.T.	704-000-225.08	254.76
		2029	121521P		SCH. #32 - S.E.T.	704-000-226.01	155.92
		2029	121521Q		INT. - SCH. #32 - S.E.T.	704-000-226.08	6.23
		2029	121521R		SCH. #40 - S.E.T.	704-000-227.01	3,766.14
		2029	121521S		INT. - SCH. #40 - S.E.T.	704-000-227.08	150.62
							4,333.67
12/29/2021	TAX	2030	121521	KAL. VALLEY COMM. COLLEGE	KVCC	704-000-224.00	108.27
		2030	121521A		KVCC	704-000-224.00	100,226.13
							100,334.40
12/29/2021	TAX	2031	121521	KRESA	KRESA ISD	704-000-223.00	4,584.20
		2031	121521A		KRESA ISD	704-000-223.00	197,540.72
		2031	121521B		KRESA ISD	704-000-223.00	268.11
		2031	121521C		INT. -KRESA	704-000-223.02	183.37
							202,576.40
12/29/2021	TAX	2032	121521	KALAMAZOO COUNTY LAND BANK	TOWNSHIP	704-000-214.00	342.92
		2032	121521A		BOND- TWP ROADS	704-000-214.17	95.00
		2032	121521D		COUNTY TRANSPORTATION - CCTA	704-000-222.04	29.08

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		2032	121521E		JUVENILE HOME	704-000-222.05	6.53
		2032	121521F		COUNTY HOUSING FUND	704-000-222.06	29.02
		2032	121521B		CO PUBLIC SAFETY	704-000-222.07	55.76
		2032	121521C		COUNTY TRANSPORTATION - KCTA	704-000-222.08	12.11
		2032	121521G		CO SENIOR	704-000-222.09	13.48
		2032	121521H		COUNTY 911/DISPATCH	704-000-222.11	25.15
		2032	121521I		KRESA ISD	704-000-223.00	268.10
		2032	121521J		KVCC	704-000-224.00	108.26
		2032	121521K		KPS SCH. #01 - DEBT	704-000-225.03	313.49
		2032	121521L		KAL. LIBRARY	704-000-228.00	149.54
		2032	121521M		PARCHMENT LIBRARY	704-000-229.00	1.08
							<u>1,449.52</u>
12/29/2021	TAX	2033	121521	PARCHMENT COMM. LIBRARY	PARCHMENT LIBRARY	704-000-229.00	7,135.73
		2033	121521A		PARCHMENT LIBRARY	704-000-229.00	1.08
							<u>7,136.81</u>
12/29/2021	TAX	2034	121521	SCHOOL DISTRICT #1	KPS SCH# 01 OPERATING	704-000-225.02	138,149.43
		2034	121521A		KPS SCH. #01 - DEBT	704-000-225.03	231,293.73
							<u>369,443.16</u>
12/29/2021	TAX	2035	121521	SCHOOL DISTRICT #32	SCH. #32 - DEBT	704-000-226.03	129.94
		2035	121521B		INT. - SCH. #32 - DEBT	704-000-226.10	5.20
		2035	121521A		SCH #32 - SINKING FUND	704-000-226.17	25.95
		2035	121521C		INT. -SCH. #32 - SINKING FUND	704-000-226.18	1.04
							<u>162.13</u>
12/29/2021	TAX	2036	121521	PARCHMENT PUBLIC SCHOOLS	SCH. #40 - OPERATING	704-000-227.02	10,729.06
		2036	121521A		SCH. #40 - DEBT	704-000-227.03	4,400.12
		2036	121521C		INT. - SCH. #40 - OPER.	704-000-227.09	429.17
		2036	121521D		INT. - SCH. #40 - DEBT	704-000-227.10	176.01
		2036	121521B		PARCHMENT SD #40 - SINKING FUND	704-000-227.17	1,246.32
		2036	121521E		INT. - SCH #40 - SINKING FUND	704-000-227.18	49.85
							<u>17,030.53</u>
12/29/2021	TAX	2037	121521	CENTRAL COUNTY TRANSPORTATION	COUNTY TRANSPORTATION - CCTA	704-000-222.04	29.08
		2037	121521A		COUNTY TRANSPORTATION - CCTA	704-000-222.04	26,922.55
							<u>26,951.63</u>
12/29/2021	TAX	2038	121521	TWP. OF KALAMAZOO/SHERINE MIL TOWNSHIP	TOWNSHIP	704-000-214.00	317,466.49
		2038	121521A		TOWNSHIP	704-000-214.00	342.92
		2038	121521B		ADMINISTRATIVE FEE	704-000-214.03	14,066.99
		2038	121521C		STREET LIGHTING	704-000-214.04	15,068.45

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		2038	121521D		RECYCLING	704-000-214.05	46,397.18
		2038	121521E		POLICE CAPITAL IMPROVEMENT	704-000-214.13	11,137.13
		2038	121521F		FIRE CAPITAL IMPROVEMENT	704-000-214.14	37,106.63
		2038	121521G		POLICE OPERATING	704-000-214.15	63,075.64
		2038	121521H		BOND- TWP ROADS	704-000-214.17	87,955.26
		2038	121521I		BOND- TWP ROADS	704-000-214.17	95.01
							592,711.70
12/30/2021	POOL	49472	3505-1045083	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	101-265-740.00	190.25
12/30/2021	POOL	49473	35003544	PREMIER SAFETY	OPERATING SUPPLIES	206-336-740.00	86.33
12/30/2021	POOL	49474	201363163008	CONSUMERS ENERGY	UTILITIES - ELECTRIC	206-336-921.01	29.09
		49474	201363163007		UTILITIES - ELECTRIC	206-336-921.01	562.68
		49474	206346403688		UTILITIES - ELECTRIC	206-336-921.04	551.77
		49474	201363163007		UTILITIES - NATURAL GAS	206-336-923.01	638.71
		49474	206791235504		UTILITIES - NATURAL GAS	206-336-923.04	694.45
		49474	203320938106		UTILITIES - ELECTRIC	883-520-921.00	80.74
							2,557.44
12/30/2021	POOL	49475	0614877122321	CHARTER COMMUNICATIONS	UTILITIES - CABLE/INTERNET	101-200-922.00	270.37
		49475	0095704121621		UTILITIES - CABLE/INTERNET	206-336-922.01	150.65
		49475	0026212121621		UTILITIES - CABLE/INTERNET	206-336-922.04	150.65
							571.67
12/30/2021	POOL	49476	2030808	GORDON WATER	OPERATING SUPPLIES	101-200-740.00	33.25
		49476	2030808		OPERATING SUPPLIES	207-301-740.00	63.00
							96.25
12/30/2021	POOL	49477	2298191-0	INTEGRITY BUSINESS SOLUTIONS,	OFFICE SUPPLIES	101-200-727.00	196.26
		49477	2292413-1		OFFICE SUPPLIES	207-301-727.00	8.33
		49477	2300742-0		OFFICE SUPPLIES	207-301-727.00	111.05
							315.64
12/30/2021	POOL	49478	52420	JB PRINTING COMPANY	OFFICE SUPPLIES	101-200-727.00	446.90
		49478	52420		POSTAGE	101-200-730.00	718.32
		49478	52420		NOTICES AND PUBLICATIONS	101-200-903.00	650.00
							1,815.22
12/30/2021	POOL	49479	706257	J.P. COOKE COMPANY	OPERATING SUPPLIES	101-200-740.00	129.22
12/30/2021	POOL	49480	122921	J.L. SCHIPPERS AND ASSOCIATES	PURCHASED SERVICE	101-310-811.00	10,800.00
12/30/2021	POOL	49481	123121	KALAMAZOO COUNTY	KCTA TRANSPORTATION	701-000-222.01	9.64

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
12/30/2021	POOL	49482	123121	KAL. PUBLIC LIBRARY	DUE TO LIBRARY - KALAMAZOO	701-000-223.00	117.46
12/30/2021	POOL	49483	123121	KALAMAZOO COUNTY TREASURER	DUE TO COUNTY	701-000-222.00	142.94
		49483	123121A		DUE TO COUNTY	701-000-222.00	21.63
		49483	123121F		JUVENILE HOME	701-000-222.05	4.58
		49483	123121G		JUVENILE HOME	701-000-222.05	0.45
		49483	123121H		COUNTY HOUSING FUND	701-000-222.06	2.69
		49483	123121I		COUNTY HOUSING FUND	701-000-222.06	0.25
		49483	123121B		CO PUBLIC SAFETY	701-000-222.07	40.59
		49483	123121C		CO PUBLIC SAFETY	701-000-222.07	3.93
		49483	123121J		CO SENIOR	701-000-222.09	9.77
		49483	123121K		CO SENIOR	701-000-222.09	0.94
		49483	123121D		COUNTY 911/DISPATCH	701-000-222.11	16.55
		49483	123121E		COUNTY 911/DISPATCH	701-000-222.11	1.46
		49483	123121L		KALAMAZOO PS - S.E.T.	701-000-225.02	205.53
		49483	123121M		PARCHMENT PS - S.E.T.	701-000-227.01	6.20
							457.51
12/30/2021	POOL	49484	14-0025745	KAL. COUNTY HEALTH & COMM SERS	SOLID WASTE	226-527-811.00	506.59
12/30/2021	POOL	49485	41289	KRESA PRINT CENTER	OPERATING SUPPLIES	207-301-740.00	448.35
12/30/2021	POOL	49486	123121	KAL. VALLEY COMM. COLLEGE	DUE TO KVCC	701-000-235.00	86.51
12/30/2021	POOL	49487	123121	KRESA	KRESA ISD	701-000-234.00	214.08
		49487	123121A		KRESA ISD DEBT	701-000-234.01	8.74
							222.82
12/30/2021	POOL	49488	359491	LIFELOC TECHNOLOGIES	SMALL TOOLS & EQUIPMENT	207-301-747.00	35.00
12/30/2021	POOL	49489	21-203265	LIFE EMS AMBULANCE OF GRAND R	PURCHASED & MAINT. SERVICE	206-336-811.00	300.00
12/30/2021	POOL	49490	50076439	R.W. LAPINE, INC.	MAINT. - BUILDING	101-265-931.00	693.00
12/30/2021	POOL	49491	006711	MENARDS - KALAMAZOO EAST	MAINT. - MACHINE		** VOIDED **
		49491	62636		OPERATING SUPPLIES		** VOIDED **
		49491	62458		OPERATING SUPPLIES		** VOIDED **
		49491	62686		OPERATING SUPPLIES		** VOIDED **
		49491	61720		OPERATING SUPPLIES		** VOIDED **
		49491	61912		OPERATING SUPPLIES		** VOIDED **
		49491	62085		OPERATING SUPPLIES		** VOIDED **
		49491	62617		OPERATING SUPPLIES		** VOIDED **

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		49491	61712		MAINT. - BUILDING		** VOIDED **
		49491	61894		MAINT. - BUILDING		** VOIDED **
		49491	62027		MAINT. - BUILDING		** VOIDED **
		49491	62342		MAINT. - BUILDING		** VOIDED **
		49491	62385		MAINT. - BUILDING		** VOIDED **
		49491	62138		MAINT. - BUILDING		** VOIDED **
12/30/2021	POOL	49492	12192021	AT&T MOBILITY	TELEPHONE	206-336-853.00	396.56
12/30/2021	POOL	49493	3205	MICHIGAN MUNICIPAL POLICE	MAINT. - VEHICLE	207-301-939.00	326.71
		49493	3209		MAINT. - VEHICLE	207-301-939.00	389.63
		49493	3208		MAINT. - VEHICLE	207-301-939.00	73.82
		49493	3212		MAINT. - VEHICLE	207-301-939.00	1,052.43
							<u>1,842.59</u>
12/30/2021	POOL	49494	21-028-7	MCKENNA ASSOCIATES, INC.	PLANNING CONSULTANT	101-400-821.00	3,135.00
		49494	21-028-7A		ZONING/DEVELOPMENT ESCROW	701-000-240.00	448.00
		49494	21-028-7B		ZONING/DEVELOPMENT ESCROW	701-000-240.00	536.50
		49494	21-028-7C		ZONING/DEVELOPMENT ESCROW	701-000-240.00	546.25
							<u>4,665.75</u>
12/30/2021	POOL	49495	255099	RIDGE COMPANY	MAINT. - MACHINE	101-265-934.00	66.83
		49495	255841		SMALL TOOLS & EQUIPMENT	206-336-747.00	293.97
		49495	253558		MAINT. - VEHICLE	206-336-939.00	70.66
		49495	254427		MAINT. - VEHICLE	207-301-939.00	49.92
							<u>481.38</u>
12/30/2021	POOL	49496	1098829	NORMAN CAMERA SHOP	OPERATING SUPPLIES	101-310-740.00	1,455.85
12/30/2021	POOL	49497	6265559444	ECOLAB, INC	SMALL TOOLS & EQUIPMENT	101-265-747.00	101.82
12/30/2021	POOL	49498	796735	NYE UNIFORM CO.	PERSONAL EQUIP. - ALLOWANCE	101-265-748.00	119.00
		49498	796746		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	114.45
		49498	796739		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	114.45
		49498	796750		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	114.45
		49498	796742		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	111.00
		49498	796744		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	111.00
		49498	796741		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	111.00
		49498	796745		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	111.00
		49498	796743		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	111.00
		49498	796738		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	111.00
		49498	796736		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	51.50

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		49498	796751		PERSONAL EQUIPMENT ALLOWANCE	206-336-748.00	40.00
		49498	769310A		UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	289.50
		49498	795389		UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	31.71
		49498	795584		UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	400.00
		49498	769310		UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	17.51
							1,958.57
12/30/2021	POOL	49499	INVOHD000174833	OVERHEAD DOOR CO OF KALAMAZOO	PURCHASED & MAINT. SERVICE	206-336-811.00	195.40
12/30/2021	POOL	49500	123121	PARCHMENT COMM. LIBRARY	DUE TO LIBRARY - PARCHMENT	701-000-224.40	1.96
12/30/2021	POOL	49501	12477	POINT EMBLEMS	CRIME PREVENTION	207-301-780.00	570.00
12/30/2021	POOL	49502	122121	R & M AUTO BODY, INC.	MAINT. - VEHICLE	207-301-939.00	4,046.32
		49502	121421		MAINT. - VEHICLE	207-301-939.00	4,173.58
		49502	122121A		MAINT. - VEHICLE	207-301-939.00	2,564.79
							10,784.69
12/30/2021	POOL	49503	123121	SCHOOL DISTRICT #1	KALAMAZOO PS - OPERATING	701-000-225.03	292.50
		49503	123121A		KALAMAZOO PS - DEBT	701-000-225.04	245.61
							538.11
12/30/2021	POOL	49504	123121	PARCHMENT PUBLIC SCHOOLS	PARCHMENT PS - DEBT	701-000-227.03	6.93
		49504	123121A		PARCHMENT SD #40 - SINKING FUND	701-000-227.17	1.98
							8.91
12/30/2021	POOL	49505	P999229	CDW GOVERNMENT, INC.	SOFTWARE PROGRAMS	207-301-742.00	1,607.12
12/30/2021	POOL	49506	123121	CENTRAL COUNTY TRANSPORTATION	CCTA TRANSPORTATION	701-000-222.04	23.05
12/30/2021	POOL	49507	120321	ADVANCED RADIOLOGY SERVICES	HEALTH MGMT	207-301-914.00	41.00
12/30/2021	POOL	49508	556134	WOLVERINE LAWN SERVICES, INC	MAINT. - GROUNDS	101-276-932.00	205.00
12/30/2021	POOL	49509	0222647-IN	WOLVERINE POWER SYSTEMS	PURCHASED & MAINT. SERVICE	206-336-811.00	471.25
12/30/2021	POOL	49510	S0015468	EMERGENCY VEHICLE PRODUCTS	MAINT. - VEHICLE	207-301-939.00	304.95
12/30/2021	POOL	49511	26054069	DORRANCE FORD	MAINT. - VEHICLE	207-301-939.00	47.77
		49511	26054114		MAINT. - VEHICLE	207-301-939.00	47.77
							95.54
12/30/2021	POOL	49512	120573368	ROSE PEST SOLUTIONS	PURCHASED SERVICE	101-265-811.00	74.00
12/30/2021	POOL	49513	2087912	HI-TECH ELECTRIC COMPANY	PURCHASED SERVICE	101-228-811.00	4,950.00
		49513	2087916		PURCHASED SERVICE	207-301-811.00	230.00
		49513	2087914		LIVESCAN EXPENSE	217-301-956.00	1,530.00

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		49513	2087915		LIVESCAN EXPENSE	217-301-956.00	2,310.00
		49513	2087918		BUILDING IMPROVEMENTS	402-265-975.00	4,980.00
							14,000.00
12/30/2021	POOL	49514	5DDF98	PORTAGE CLEANERS AND LAUNDRY	UNIFORM CLEANING	207-301-749.00	177.16
12/30/2021	POOL	49515	11799	LOWE'S COMPANIES, INC.	OPERATING SUPPLIES	206-336-740.00	32.72
12/30/2021	POOL	49516	121721	SUPERFLEET MASTERCARD PROGRAM	GAS & OIL	206-336-751.00	183.21
12/30/2021	POOL	49517	I19318	HUMMINGBIRD	BUILDING IMPROVEMENTS	402-265-975.00	3,259.83
		49517	I19318		FIRE EQUIPMENT	811-440-983.00	14,222.16
							17,481.99
12/30/2021	POOL	49518	113021	KATHLEEN FOLDENAUER	UNIFORM CLEANING	207-301-749.00	25.00
12/30/2021	POOL	49519	014935085	XEROX CORPORATION	PURCHASED SERVICE	207-301-811.00	359.47
12/30/2021	POOL	49520	3133	WRAPS N SIGNS	NEW EQUIPMENT	810-440-983.00	1,235.03
					TOTAL - ALL FUNDS	TOTAL OF 195 CHECKS (3 voided)	2,042,726.14

--- GL TOTALS ---

101-000-075.00	PREPAID EXPENSES	3,310.00
101-000-651.00	TAX ADMIN FEE	16.33
101-101-826.00	LEGAL SERVICES-BD. MEET.	450.00
101-101-903.00	NOTICE & PUBL.	595.70
101-175-740.00	OPERATING SUPPLIES	64.91
101-200-727.00	OFFICE SUPPLIES	1,046.41
101-200-730.00	POSTAGE	718.32
101-200-740.00	OPERATING SUPPLIES	162.47
101-200-742.00	SOFTWARE PROGRAMS/FEES	420.00
101-200-811.00	PURCHASED SERVICE	466.13
101-200-827.00	LEGAL SERVICES - GEN TWP	1,525.00
101-200-853.00	TELEPHONE	384.79
101-200-855.00	LOCAL PUBLIC BROADCASTING	37,361.12
101-200-903.00	NOTICES AND PUBLICATIONS	650.00
101-200-914.00	HEALTH MGMT	150.00
101-200-921.00	UTILITIES - ELECTRIC	2,745.40
101-200-922.00	UTILITIES - CABLE/INTERNET	740.74
101-200-923.00	UTILITIES - NATURAL GAS	1,401.52
101-200-924.00	UTILITIES - WASTE/RECYCLE	415.32
101-200-927.00	UTILITIES - WATER	109.09
101-200-982.00	SOFTWARE PROGRAMS	2,508.50
101-209-712.00	COMPENSATION-BD. OF REVIEW	195.00
101-209-732.00	DUES/SUBS/PUBL	115.00
101-209-751.00	GAS & OIL	38.83
101-209-827.00	LEGAL SERVICE	400.00
101-215-727.00	OFFICE SUPPLIES	778.25

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
101-215-730.00			POSTAGE				33.64
101-215-732.00			DUES/SUBS/PUBL				180.00
101-228-810.00			COMPUTER SERVICE				2,460.00
101-228-811.00			PURCHASED SERVICE				4,950.00
101-253-730.00			POSTAGE				3,301.37
101-265-740.00			OPERATING SUPPLIES				2,581.14
101-265-747.00			SMALL TOOLS & EQUIPMENT				101.82
101-265-748.00			PERSONAL EQUIP. - ALLOWANCE				811.50
101-265-751.00			GAS & OIL				677.01
101-265-811.00			PURCHASED SERVICE				834.00
101-265-931.00			MAINT. - BUILDING				764.44
101-265-932.00			MAINT. - GROUNDS				90.00
101-265-934.00			MAINT. - MACHINE				66.83
101-265-939.00			MAINT. - VEHICLE				1,276.47
101-276-811.00			PURCHASED SERVICE				88.00
101-276-924.00			UTILITIES - WASTE/RECYCLE				52.25
101-276-932.00			MAINT. - GROUNDS				835.00
101-276-945.00			RENTALS - EQUIPMENT				210.00
101-310-740.00			OPERATING SUPPLIES				1,455.85
101-310-811.00			PURCHASED SERVICE				11,400.00
101-310-827.00			LEGAL SERVICES - GEN TWP				1,485.73
101-400-821.00			PLANNING CONSULTANT				3,135.00
101-400-827.00			LEGAL SERVICES - GEN. TWP.				1,360.00
101-400-960.00			TUITION/TRAINING				550.00
101-446-965.00			DRAINS - AT LARGE				1,910.27
101-446-969.01			SIDEWALK MAINTENANCE				21.00
101-751-811.00			PURCHASED SERVICE				88.00
101-751-921.00			UTILITIES - ELECTRIC				31.89
101-751-924.00			UTILITIES - WASTE/RECYCLE				45.50
101-751-932.00			REPAIRS - MAINT. GROUNDS				2,535.00
206-336-732.00			DUES/SUBS/PUBL				1,650.00
206-336-740.00			OPERATING SUPPLIES				1,387.44
206-336-747.00			SMALL TOOLS & EQUIPMENT				6,079.40
206-336-748.00			PERSONAL EQUIPMENT ALLOWANCE				19,738.69
206-336-751.00			GAS & OIL				1,602.54
206-336-811.00			PURCHASED & MAINT. SERVICE				3,341.80
206-336-853.00			TELEPHONE				2,441.26
206-336-921.01			UTILITIES - ELECTRIC				1,105.55
206-336-921.02			UTILITIES - ELECTRIC				565.01
206-336-921.03			UTILITIES - ELECTRIC				204.41
206-336-921.04			UTILITIES - ELECTRIC				1,120.91
206-336-922.01			UTILITIES - CABLE/INTERNET				1,025.64
206-336-922.02			UTILITIES - CABLE/INTERNET				1,107.59
206-336-922.03			UTILITIES - CABLE/INTERNET				864.67
206-336-922.04			UTILITIES - CABLE/INTERNET				710.64
206-336-923.01			UTILITIES - NATURAL GAS				1,126.52
206-336-923.02			UTILITIES - NATURAL GAS				693.72
206-336-923.03			UTILITIES - NATURAL GAS				366.18

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
206-336-923.04					UTILITIES - NATURAL GAS		1,145.68
206-336-924.01					UTILITIES - WASTE/RECYCLE		86.70
206-336-924.02					UTILITIES - WASTE/RECYCLE		86.70
206-336-924.03					UTILITIES - WASTE/RECYCLE		22.75
206-336-924.04					UTILITIES - WASTE/RECYCLE		86.70
206-336-927.02					UTILITIES - WATER		73.24
206-336-927.03					UTILITIES - WATER		36.89
206-336-927.04					UTILITIES - WATER		74.53
206-336-931.00					MAINT. - BUILDING		2,633.57
206-336-932.00					MAINT. - GROUNDS		27.99
206-336-933.00					MAINT. - RADIO		155.00
206-336-939.00					MAINT. - VEHICLE		2,605.87
207-000-430.00					POLICE - OPERATING SPECIAL ASSESS		68.46
207-301-727.00					OFFICE SUPPLIES		478.79
207-301-732.00					DUES/SUBS/PUBL		3,000.00
207-301-740.00					OPERATING SUPPLIES		561.89
207-301-742.00					SOFTWARE PROGRAMS		2,027.12
207-301-747.00					SMALL TOOLS & EQUIPMENT		226.17
207-301-748.00					UNIFORMS/PERSONAL EQUIPMENT		1,428.72
207-301-749.00					UNIFORM CLEANING		202.16
207-301-751.00					GAS & OIL		5,627.80
207-301-780.00					CRIME PREVENTION		570.39
207-301-782.00					INVESTIGATIVE OPERATIONS		185.00
207-301-810.00					COMPUTER SERVICE		49.99
207-301-811.00					PURCHASED SERVICE		2,054.46
207-301-812.00					EMPLOYMENT TESTING		415.00
207-301-827.00					LEGAL		630.00
207-301-853.00					TELEPHONE		1,224.35
207-301-914.00					HEALTH MGMT		1,404.40
207-301-931.65					TOWER RENT - RAVINE ROAD		1,622.40
207-301-934.00					MAINT. - MACHINE		24.49
207-301-939.00					MAINT. - VEHICLE		14,315.61
217-301-956.00					LIVESCAN EXPENSE		4,532.00
217-301-956.01					SOR EXPENSE		30.00
219-448-921.00					UTILITIES - ELECTRIC		31,316.87
226-527-811.00					SOLID WASTE		40,985.86
258-425-811.00					PURCHASED SERVICE		109.98
266-320-960.00					TUITION/TRAINING		2,075.46
402-265-975.00					BUILDING IMPROVEMENTS		8,783.07
584-698-814.00					PURCHASED MAINT. SERVICE		7,500.00
701-000-222.00					DUE TO COUNTY		164.57
701-000-222.01					KCTA TRANSPORTATION		9.64
701-000-222.04					CCTA TRANSPORTATION		23.05
701-000-222.05					JUVENILE HOME		5.03
701-000-222.06					COUNTY HOUSING FUND		2.94
701-000-222.07					CO PUBLIC SAFETY		44.52
701-000-222.09					CO SENIOR		10.71
701-000-222.11					COUNTY 911/DISPATCH		18.01

User: MONICAK

CHECK DATE FROM 12/01/2021 - 12/31/2021

DB: Kalamazoo Twp

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
701-000-223.00					DUE TO LIBRARY - KALAMAZOO		117.46
701-000-224.40					DUE TO LIBRARY - PARCHMENT		1.96
701-000-225.02					KALAMAZOO PS - S.E.T.		205.53
701-000-225.03					KALAMAZOO PS - OPERATING		292.50
701-000-225.04					KALAMAZOO PS - DEBT		245.61
701-000-227.01					PARCHMENT PS - S.E.T.		6.20
701-000-227.03					PARCHMENT PS - DEBT		6.93
701-000-227.17					PARCHMENT SD #40 - SINKING FUND		1.98
701-000-234.00					KRESA ISD		214.08
701-000-234.01					KRESA ISD DEBT		8.74
701-000-235.00					DUE TO KVCC		86.51
701-000-240.00					ZONING/DEVELOPMENT ESCROW		1,530.75
701-000-276.04					DEPOSITS - VENDING MACHINE		910.00
704-000-214.00					TOWNSHIP		318,152.33
704-000-214.03					ADMINISTRATIVE FEE		14,250.19
704-000-214.04					STREET LIGHTING		15,068.45
704-000-214.05					RECYCLING		46,397.18
704-000-214.09					CITY SWR/WTR USAGE - DELINQ		799.40
704-000-214.13					POLICE CAPITAL IMPROVEMENT		11,137.13
704-000-214.14					FIRE CAPITAL IMPROVEMENT		37,106.63
704-000-214.15					POLICE OPERATING		63,075.64
704-000-214.17					BOND- TWP ROADS		88,145.27
704-000-222.00					DUE TO COUNTY OPERATING		15,696.64
704-000-222.02					COUNTY DRAIN		773.21
704-000-222.03					COUNTY INTEREST		417.95
704-000-222.04					COUNTY TRANSPORTATION - CCTA		26,980.71
704-000-222.05					JUVENILE HOME		6,058.86
704-000-222.06					COUNTY HOUSING FUND		26,926.65
704-000-222.07					CO PUBLIC SAFETY		51,734.28
704-000-222.08					COUNTY TRANSPORTATION - KCTA		11,236.17
704-000-222.09					CO SENIOR		12,505.94
704-000-222.11					COUNTY 911/DISPATCH		23,335.92
704-000-223.00					KRESA ISD		202,889.08
704-000-223.02					INT. -KRESA		313.35
704-000-224.00					KVCC		100,442.66
704-000-225.01					SCH. #01 - S.E.T.		16,130.77
704-000-225.02					KPS SCH# 01 OPERATING		138,149.43
704-000-225.03					KPS SCH. #01 - DEBT		231,607.22
704-000-225.08					INT. - SCH. #01 - S.E.T.		535.26
704-000-226.01					SCH. #32 - S.E.T.		157.45
704-000-226.03					SCH. #32 - DEBT		131.22
704-000-226.08					INT. - SCH. #32 - S.E.T.		6.27
704-000-226.10					INT. - SCH. #32 - DEBT		5.24
704-000-226.17					SCH #32 - SINKING FUND		26.20
704-000-226.18					INT. -SCH. #32 - SINKING FUND		1.05
704-000-227.01					SCH. #40 - S.E.T.		3,959.64
704-000-227.02					SCH. #40 - OPERATING		11,264.57
704-000-227.03					SCH. #40 - DEBT		4,626.19

User: MONICAK

CHECK DATE FROM 12/01/2021 - 12/31/2021

DB: Kalamazoo Twp

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
704-000-227.08			INT. - SCH. #40 - S.E.T.				156.41
704-000-227.09			INT. - SCH. #40 - OPER.				445.24
704-000-227.10			INT. - SCH. #40 - DEBT				182.80
704-000-227.17			PARCHMENT SD #40 - SINKING FUND				1,310.35
704-000-227.18			INT. - SCH #40 - SINKING FUND				51.77
704-000-228.00			KAL. LIBRARY				126,561.32
704-000-229.00			PARCHMENT LIBRARY				7,137.89
704-000-230.00			REFUND				1,353.22
727-000-253.00			FORFEITURE - OPR				11,359.66
727-000-271.00			HIDTA MONEY				5,115.09
810-000-672.00			POLICE CAPITAL SPECIAL ASSESSM				29.34
810-440-983.00			NEW EQUIPMENT				10,615.03
811-000-672.00			FIRE CAPITAL SPECIAL ASSESSMEN				48.90
811-440-983.00			FIRE EQUIPMENT				32,293.16
811-440-983.08			MAINT - 1219 WOODROW				1,868.92
811-440-983.10			MAINT - 1220 NASSAU				1,648.13
883-520-921.00			UTILITIES - ELECTRIC				229.72
883-520-930.00			MAINTENANCE - SEWER				55,066.06
883-520-973.00			CONSTRUCTION COSTS				19,583.69
			TOTAL				2,042,726.14

01/06/2022

Check Register Report For
For Check Dates 12/01/2021 to 12/31/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit
12/31/2021			EMPLOYEE DIRECT DEPOSITS	529,622.14	0.00	356,196.97
12/07/2021	POOL	EFT1955	BURNHAM & FLOWER GROUP	754.90	754.90	0.00
12/21/2021	POOL	EFT1962	BURNHAM & FLOWER GROUP	704.98	704.98	0.00
12/21/2021	POOL	EFT1963	EW FIRE DUES	140.00	140.00	0.00
12/07/2021	POOL	EFT1956	MISDU	265.52	265.52	0.00
12/21/2021	POOL	EFT1964	MISDU	265.52	265.52	0.00
12/07/2021	POOL	EFT1957	IRS	40,182.36	40,182.36	0.00
12/21/2021	POOL	EFT1965	IRS	41,069.70	41,069.70	0.00
12/07/2021	POOL	EFT1958	KTPOA	280.00	280.00	0.00
12/21/2021	POOL	EFT1966	KTPOA	280.00	280.00	0.00
12/21/2021	POOL	EFT1967	MERS	46,981.83	46,981.83	0.00
12/07/2021	POOL	EFT1959	ALERUS FINANCIAL, N.A.	7,142.14	7,142.14	0.00
12/21/2021	POOL	EFT1968	ALERUS FINANCIAL, N.A.	8,026.81	8,026.81	0.00
12/07/2021	POOL	EFT1960	ALERUS FINANCIAL, N.A.	374.61	374.61	0.00
12/21/2021	POOL	EFT1969	ALERUS FINANCIAL, N.A.	8,758.80	8,758.80	0.00
12/21/2021	POOL	EFT1970	NW FIRE DUES	300.00	300.00	0.00
12/07/2021	POOL	EFT1961	STATE OF MICHIGAN	13,688.16	13,688.16	0.00
12/21/2021	POOL	EFT1971	WW FIRE DUES	401.06	401.06	0.00
12/31/2021			VENDOR DISBURSEMENTS	169,616.39	169,616.39	0.00
12/31/2021			TOTAL DISBURSEMENTS	699,238.53	169,616.39	356,196.97

2021 MONTHLY PERMITS BY JURISDICTION

MONTH OF DECEMBER 2021			
JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	13	\$ 9,476
COMSTOCK	ELECTRICAL	11	\$ 2,008
COMSTOCK	MECHANICAL	19	\$ 7,280
COMSTOCK	PLUMBING	15	\$ 4,121
COMSTOCK	SPECIAL - JURISDICTION	1	\$ 100
COMSTOCK	SPECIAL - HOMEOWNER	-	\$ -
TOTAL COMSTOCK		59	\$ 22,985
KALAMAZOO	BUILDING	11	\$ 3,012
KALAMAZOO	ELECTRICAL	16	\$ 2,401
KALAMAZOO	MECHANICAL	12	\$ 1,648
KALAMAZOO	PLUMBING	7	\$ 775
KALAMAZOO	SPECIAL - JURISDICTION	4	\$ 400
KALAMAZOO	SPECIAL - HOMEOWNER	2	\$ 110
TOTAL KALAMAZOO		52	\$ 8,346
PARCHMENT	BUILDING	-	\$ -
PARCHMENT	ELECTRICAL	-	\$ -
PARCHMENT	MECHANICAL	-	\$ -
PARCHMENT	PLUMBING	-	\$ -
PARCHMENT	SPECIAL - JURISDICTION	-	\$ -
PARCHMENT	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PARCHMENT		-	\$ -
PINE GROVE	BUILDING	7	\$ 4,873
PINE GROVE	ELECTRICAL	10	\$ 2,164
PINE GROVE	MECHANICAL	11	\$ 2,007
PINE GROVE	PLUMBING	1	\$ 100
PINE GROVE	SPECIAL - JURISDICTION	-	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PINE GROVE		29	\$ 9,144
RICHLAND	BUILDING	11	\$ 8,001
RICHLAND	ELECTRICAL	15	\$ 2,568
RICHLAND	MECHANICAL	10	\$ 1,551
RICHLAND	PLUMBING	10	\$ 2,333
RICHLAND	SPECIAL - JURISDICTION	-	\$ -
RICHLAND	SPECIAL - HOMEOWNER	-	\$ -
TOTAL RICHLAND		46	\$ 14,453
RICHLAND VILLAGE	BUILDING	1	\$ 279
RICHLAND VILLAGE	ELECTRICAL	-	\$ -
RICHLAND VILLAGE	MECHANICAL	-	\$ -
RICHLAND VILLAGE	PLUMBING	1	\$ 165
RICHLAND VILLAGE	SPECIAL - JURISDICTION	-	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL RICHLAND VILLAGE		2	\$ 444
TOTAL		188	\$ 55,372.00

REVENUE	REVENUE
DECEMBER 2020	% PREV YEAR MONTH
\$ 38,669	143.2%

PERMITS	PERMITS
DECEMBER 2020	% 2020 - YTD
167	113%



2021 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: DECEMBER 2021

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	174	\$ 111,114
COMSTOCK	ELECTRICAL	191	\$ 35,038
COMSTOCK	MECHANICAL	187	\$ 36,841
COMSTOCK	PLUMBING	110	\$ 20,664
COMSTOCK	SPECIAL - JURISDICTION	22	\$ 1,435
COMSTOCK	SPECIAL - HOMEOWNER	11	\$ 605
TOTAL COMSTOCK		695	\$ 205,697
KALAMAZOO	BUILDING	184	\$ 37,811
KALAMAZOO	ELECTRICAL	181	\$ 31,560
KALAMAZOO	MECHANICAL	268	\$ 43,526
KALAMAZOO	PLUMBING	106	\$ 13,101
KALAMAZOO	SPECIAL - JURISDICTION	61	\$ 4,130
KALAMAZOO	SPECIAL - HOMEOWNER	14	\$ 770
TOTAL KALAMAZOO		814	\$ 130,898
PARCHMENT	BUILDING	15	\$ 5,233
PARCHMENT	ELECTRICAL	22	\$ 3,567
PARCHMENT	MECHANICAL	20	\$ 8,535
PARCHMENT	PLUMBING	9	\$ 1,562
PARCHMENT	SPECIAL - JURISDICTION	9	\$ 630
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		75	\$ 19,527
PINE GROVE	BUILDING	56	\$ 32,319
PINE GROVE	ELECTRICAL	63	\$ 11,432
PINE GROVE	MECHANICAL	67	\$ 10,878
PINE GROVE	PLUMBING	27	\$ 5,435
PINE GROVE	SPECIAL - JURISDICTION	3	\$ 165
PINE GROVE	SPECIAL - HOMEOWNER	3	\$ 165
TOTAL PINE GROVE		219	\$ 60,394
RICHLAND	BUILDING	134	\$ 133,059
RICHLAND	ELECTRICAL	144	\$ 30,392
RICHLAND	MECHANICAL	184	\$ 34,751
RICHLAND	PLUMBING	78	\$ 16,709
RICHLAND	SPECIAL - JURISDICTION	2	\$ 110
RICHLAND	SPECIAL - HOMEOWNER	4	\$ 220
TOTAL RICHLAND		546	\$ 215,241
RICHLAND VILLAGE	BUILDING	10	\$ 3,061
RICHLAND VILLAGE	ELECTRICAL	12	\$ 1,937
RICHLAND VILLAGE	MECHANICAL	28	\$ 4,655
RICHLAND VILLAGE	PLUMBING	10	\$ 1,483
RICHLAND VILLAGE	SPECIAL - JURISDICTION	0	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL RICHLAND VILLAGE		60	\$ 11,136
TOTAL KABA	YTD	2409	642,893

REVENUE	REVENUE
YTD - DECEMBER 2020	% 2020 - YTD
\$ 566,324	113.5%

REVENUE
% 2021 YTD BUDGET
1.06%

PERMITS	PERMITS
YTD - DECEMBER 2020	% 2020 - YTD
2009	119.9%

2021 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
185	\$ 91,435		JAN
157	\$ 41,412		FEB
201	\$ 73,173		MAR
227	\$ 51,524		APRIL
188	\$ 52,360		MAY
179	\$ 37,231		JUNE
256	\$ 57,046		JULY
214	\$ 44,937		AUG
209	\$ 44,877		SEPT
202	\$ 50,799		OCT
203	\$ 42,728		NOV
188	\$ 55,372		DEC
2,409	\$ 642,893		2021

Building

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date	Fee Total	Const. Value
PB21-06-559	2415 N BURDICK ST	06-10-130-050	2415 N. BURDICK, LLC	Asbestos Abatement	12/15/2021	\$250.00	\$0
Work Description: Demolition of 18' x 93' garage/courtyard/storage space addition on North side of building back to original exterior masonry wall. Infill wall openings and install metal siding over wall.							
PB21-06-560	521 E MOSEL AVE	06-03-460-030	521 EAST MOSEL LLC	Construction Simplifi	12/10/2021	\$215.00	\$0
Work Description: Interior alteration to existing provisioning center per plans. No change in occupant load or occupancy category. FIRE SUPPRESSION REQUIRED AND PROVIDED							
PB21-06-570	4274 RAVINE RD	06-06-903-020	UNISITE, INC. #92338	T-Mobile USA	12/23/2021	\$100.00	\$0
Work Description: Replace 9 antennas with 6 new antennas with antenna mount modification and new ground equipment on existing pad per plans.							
PB21-06-574	1809 Humphrey	06-11-470-030	KZ1 HUMPHREY WOOD		12/16/2021	\$100.00	\$0
Work Description: Concrete repair of steps walk and ramp							

Total Permits For Type: 4

Total Fees For Type: \$665.00

Total Const. Value For Type: \$0

Report Summary

Population: All Records

Grand Total Fees: \$665.00

Grand Total Permits: 4

12/31/2021 11:59:59 PM AND
Permit.PermitType = Building
AND
Permit.BasicUsage = Commercial
AND
GovernmentUnitList.UnitCode =

Grand Total Const. Value:

\$0

Special Permit

Permit #	Job Address	Parcel Number	Owner	Contractor	Date Entere	Fee Total Due
PS21-06-114	503 IRA AVE	06-13-111-540	STRONG, SCOTT R.		12/01/2021	200.00
✓ Work Description: Property Maintenance request from KTFD Property Maintenance Inspectio Completed: <u>12/08/2021</u> Property Maintenance Inspectio Completed: <u>12/02/2021</u>						
PS21-06-117	1116 SURPRISE AVE	06-24-306-750	ROME ESTATES, LLC		12/14/2021	100.00
✓ Work Description: Property Maintenance request from Kalamazoo Property Maintenance Inspectio Completed: <u>12/15/2021</u>						
PS21-06-119	303 N Kendall	06-17-305-043	HASAN, SYED M.		12/16/2021	100.00
✓ Work Description: Property Maintenance request from Kalamazoo Twp FD Property Maintenance Inspectio Completed: <u>12/16/2021</u>						

Total Permits: 3

Total Fees Due: \$400.00

Population: All Records
 Permit.PermitType = Special
 Permit AND
 Permit.Status = HOLD (FEE)
 AND
 Permit.Category = Jurisdiction
 Request AND
 GovernmentUnitList.UnitCode = 6

Permit List

01/04/2022

Building

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date	Fee Total	Const. Value
PB21-06-472	1310 BAKER DR	06-12-455-030	HOPPE GERALD G & RC	Climax Solar	12/10/2021	\$100.00	\$0
Work Description: 10 PV module roof mounted solar array 4.4 kW per plans							
PB21-06-539	722 COOLIDGE AVE	06-17-131-160	VRBANCIC, JOHN P.	Warren Construction	12/03/2021	\$350.00	\$22,880
Work Description: 12' x 18' slab on grade 1 story addition for bedroom and accessible bathroom per plans.							
PB21-06-549	3024 RAVINE RD	06-08-160-030	BALKEMA SERVICES LL		12/01/2021	\$150.00	\$0
Work Description: Demo house							
PB21-06-553	727 CAMPBELL AVE	06-17-255-510	RAFACZ, MICHELLE M.	Ayers Basement Syste	12/02/2021	\$170.00	\$16,264
Work Description: Install 7 wall stabilizers and sub floor drainage system per plans.							
PB21-06-556	2810 NICHOLS RD	06-05-310-230	WESTVIEW CAPITAL, LI	Allen Edwin Homes	12/16/2021	\$1,262.00	\$221,476
Work Description: New 1822 s/f home with 4 bedrooms, 2,5 bathrooms, 760 s/f unfinished basement, 400 s/f garage and 10' x 10' deck.							
PB21-06-571	3407 ENTERPRISE DR	06-01-220-300	SINGLETON, JEANNE H		12/13/2021	\$215.00	\$0
Work Description: remove interior wall covering to bare structural framing and reconstruct due to fire damage. NOTE: SCHEDULE INSPECTION ONCE PERMIT IS ISSUED PRIOR TO COMMENCING WITH ADDITIONAL WORK							
PB21-06-592	2226 KENWOOD ST	06-17-256-550	BARBER, REHEMA	Worthy Construction	12/29/2021	\$100.00	\$0
Work Description: remove and reshingle - partial decking overlay due to spaced decking boards - 8 sq							

Total Permits For Type: 7

Total Fees For Type: \$2,347.00

Total Const. Value For Type: \$260,620

Report Summary

Population: All Records

Permit.DateIssued Between
12/1/2021 12:00:00 AM AND
12/31/2021 11:59:59 PM AND
Permit.PermitType = Building
AND
Permit.BasicUsage = Residential
AND
GovernmentUnitList.UnitCode =

Grand Total Fees: **\$2,347.00**

Grand Total Permits: **7**

Grand Total Const. Value: **\$260,620**

Monthly Special Permit - Owner Request

01/04/2022

Special Permit

Permit #	Job Address	Parcel Number	Owner	Date Entered	Fee Total
PS21-06-116	2225 WOODWARD AVE	06-09-255-081	GOODWIN, MARJORIE I	12/13/2021	\$110.00
Work Description:	Meter socket inspection				
Inspections:	12/29/2021	Meter Socket Inspection	Approved		
Inspections:	12/15/2021	Meter Socket Inspection	Disapproved		

Total Permits For Type: 1

Total Fees For Type: \$110.00

Report Summary

Grand Total Fees: \$110.00

Grand Total Permits: 1

Population: All Records
Permit.DateIssued Between
12/1/2021 12:00:00 AM AND
12/31/2021 11:59:59 PM AND
GovernmentUnitList.UnitCode =
6
AND
Permit.Category = Meter Socket
Inspection OR
Permit.Category = Hood
Suppression OR
Permit.Category = Special Permit
OR



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

Timeline for “Housing for All” Millage Implementation

November 3, 2020	Housing Millage passed
February 23, 2021	Community Conversation with BOC
March 2021	Feedback is provided to BOC via written communication
April 2021	Housing Director schedules meetings with Millage Steering Committee and Housing organizations providing direct services
April 2021	Meeting is scheduled with Developers and MSHDA
May 2021	W.E. Upjohn Institute is contracted with to complete a County Wide Housing Plan
May 2021	County Purchasing Department hosts a class on “how” to get on the approved bidder list
May 2021	Housing budget is developed at Housing Retreat
July 2021	Vision, Mission and Core Values are passed by BOC
September 2021	BOC reviews grant application language
Sept/Oct 2021	Software is purchased, and online portal is created
December 2021	Online portal is open for grant application submittals
December 1, 2021	Millage levied on the winter bill
January 2022	BOC scores projects and awards funding
February 14, 2022	Tax bills are due and millage monies are collected
March/April 2022	Funds are released for approved projects and related services

HOUSING DEPARTMENT

201 West Kalamazoo Avenue | Kalamazoo, MI 49007

Phone: 269.720.3246 | www.kalcounty.com/housing

Townships

	Taxable Value Year 2021	Housing Millage	Total \$ levied Year 2021	% of total
Alamo	151,056,360	0.7485	113,065.69	0.0159
Brady	188,143,535	0.7485	140,825.44	0.0198
Charleston	105,644,820	0.7485	79,075.15	0.0111
Climax	80,254,619	0.7485	60,070.58	0.0085
Comstock	603,101,605	0.7485	451,421.55	0.0636
Cooper	320,709,286	0.7485	240,050.90	0.0338
Kalamazoo	480,536,612	0.7485	359,681.65	0.0506
Oshtemo	940,995,525	0.7485	704,335.15	0.0992
Pavilion	231,758,923	0.7485	173,471.55	0.0244
Prairie Ronde	122,645,961	0.7485	91,800.50	0.0129
Richland	463,631,175	0.7485	347,027.93	0.0489
Ross	379,923,233	0.7485	284,372.54	0.0400
Schoolcraft	362,454,950	0.7485	271,297.53	0.0382
Texas	980,394,031	0.7485	733,824.93	0.1033
Wakeshma	74,312,139	0.7485	55,622.64	0.0078
Total Townships	5,485,562,774		4,105,943.74	

Cities

Galesburg	30,053,826	0.7485	22,495.29	0.00317
Kalamazoo	1,727,516,999	0.7485	1,293,046.47	0.18209
Parchment	45,619,960	0.7485	34,146.54	0.00481
Portage	2,198,664,570	0.7485	1,645,700.43	0.23175
Total Cities	4,001,855,355		2,995,388.73	1.0000

Grand Total

9,487,418,129

7,101,332.47

#2

Top Donor to the Millage!

#3

#4

#5



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

Scoring Questions for Housing Projects/Supportive Services

Does the proposal include a long-term plan for sustainability/energy efficiency upgrades to reduce utility costs?

Does the proposal leverage up county millage funds?

Does the organization or nonprofit have equity goals that align with the County?

Is the project "shovel ready" and will county millage funds be deployed in 2022?

Is there a strong commitment from external partners on the plan or project?

Does the project commit to units accommodating persons with disabilities?

For supportive services, does the plan promote economic mobility?

Does the proposal improve resident outcomes and support homeownership and wealth building opportunities?

Does the plan improve access to traditionally marginalized groups: BIPOC and persons needing permanent supportive housing?

Does the development partner with agencies to provide financial counseling, savings programs, and other resources to encourage tenant wealth building?

Does this project create jobs or use local labor in Kalamazoo County?

Does at least 20% of the units serve families at 30% or below AMI?

HOUSING DEPARTMENT

201 West Kalamazoo Avenue | Kalamazoo, MI 49007

Phone: 269.720.3246 | www.kalcounty.com/housing



1720 Riverview Drive
Kalamazoo, MI 49004-1056
Tele: (269) 381-8080
Fax: (269) 381-3550
www.ktwp.org

AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 01102022 7A

FOR MEETING DATE 01/10/2022

SUBJECT: Preliminary plan for non-motorized transportation projects for 2022-2024

REQUESTING DEPARTMENT: Manager

SUGGESTED MOTION:

NA since this is an informational item for "Agenda Item #8 - Public Hearing/Presentation".
information provided as an early step in order to seek public feedback before the Manager works with the township engineer to detail costs and bidding processes.

Financing Cost: budgeted costs for 2022

Source: General Fund X Grant _____ Other _____

Are these funds currently budgeted? Yes X No _____

Other comments or notes:

This three-year perspective is being offered for public feedback now to illustrate the township's near-term goals to continue to advance non-motorized transportation and to enable the township engineer to prepare detail costs and bidding this winter for a 2022 project. Please see attached information for more details.

Submitted by: Manager Mitchell and Trustee Leuty

Manager's Recommendation: Yes

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

Preliminary plan (01/10/22) for Non-motorized Transportation Projects for 2022-2024

This three-year plan aligns with community-vetted input to prioritize limited non-motorized transportation funds to continue to complete gaps in the existing infrastructure (such as orphaned sidewalk corners that do not connect to roads and gaps in existing sidewalks), particularly to access schools and the Kalamazoo River Valley Trail, as noted in the Non-motorized Transportation Master Plan (2014) and Plan Update (2021).

2022

ADA ramps to connect orphaned sidewalk corners to roadways at:

- Anne Street, between Stamford & Texel (10 orphans)
- Gertrude Street at Texel (2 orphans) &
- Coy Street, between Washburn & Arthur (16 orphans)

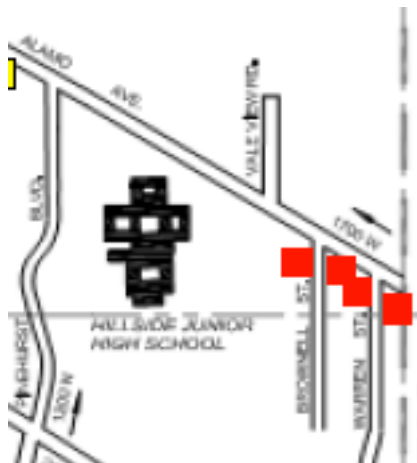
Supports access to Northeastern Elementary, public transit, and “downtown” Eastwood’s stores, library, park, and fire station.



Note:

- Red squares are orphaned corners.
- Yellow represents recently improved corners and new sidewalks.
- Costs are current estimates. The work is grouped geographically in an attempt to reduce construction costs.
- The three project years are flexible and interchangeable.

- Alamo Avenue, between Brownell Street and Warren Place (4 orphans)



\$ 66,000 estimate

2023

- 41 orphaned corners in the area boarded by Croyden (north) to Olney (south) to Turwill (west) to Nichols (east). Supports access to King-Westwood Elementary and, if the City extends Canterbury's and Croyden's sidewalks to the west, to the City's Frays Park.



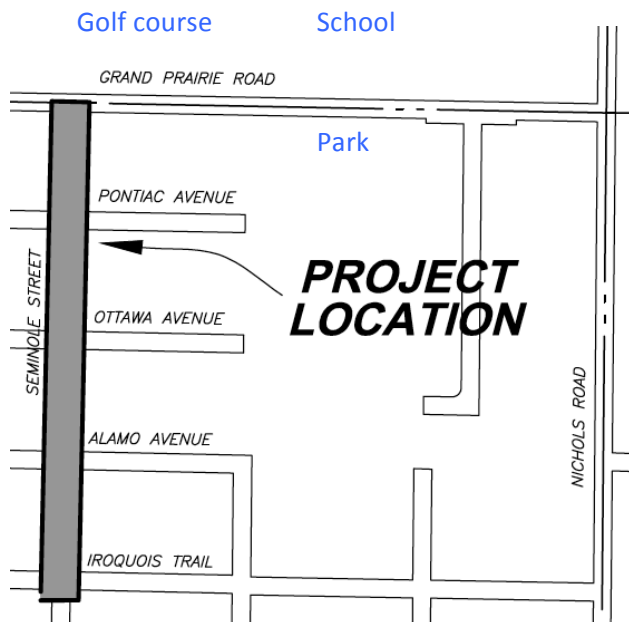
- Note:
- Red squares are orphaned corners.
 - Yellow represents recently improved corners.

- One orphaned corner at SW corner of Edison and Glen Streets and crosswalk to Northwood Elem. **\$ 76,000 estimate**

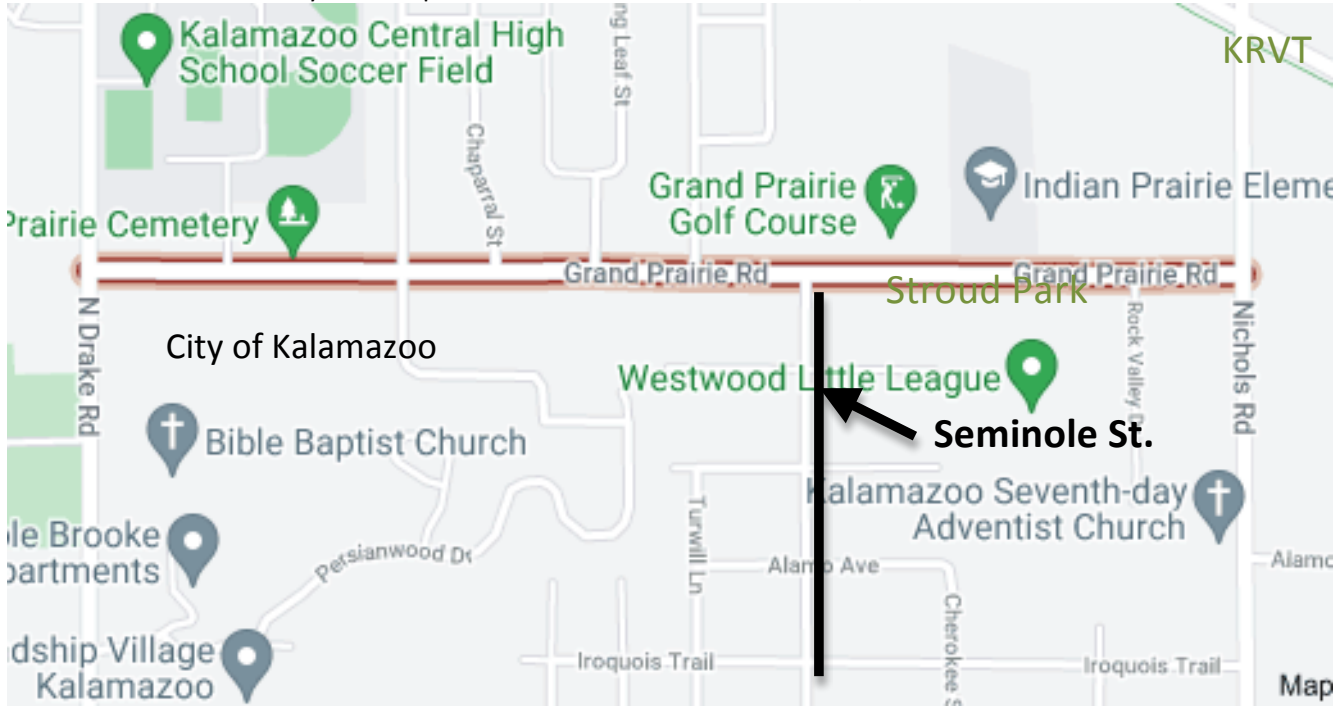
2024

Seminole Street (east side, between Grand Prairie and Iroquois):

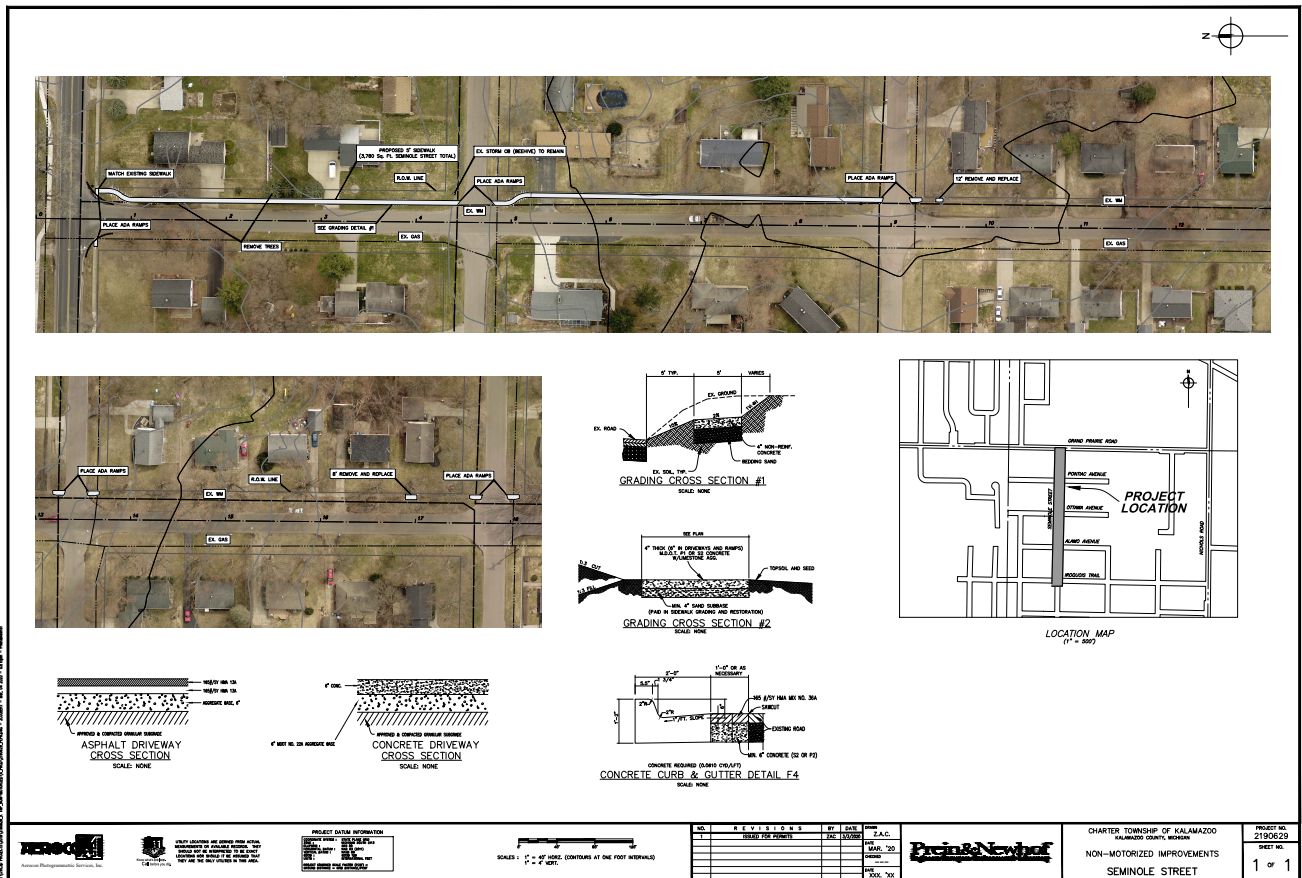
In 2020, COVID interrupted plans to implement Project #03 (originally estimated at \$73,986). The plans included ADA ramps and sidewalk segments to fill gaps in order to more safely connect the Westwood Neighborhood to Grand Prairie Road's sidewalk, schools, Stroud Family Park, golf course, and Kalamazoo River Valley Trail's intersections at Nichols and Drake.



Seminole Street is the only township access south of Grand Prairie Road, between Nichols and Drake Roads:



Engineered plans prepared for 2020, which COVID interrupted:



\$ 95,000 estimate



1720 Riverview Drive
Kalamazoo, MI 49004-1056
Tele: (269) 381-8080
Fax: (269) 381-3550
www.ktwp.org

AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 01102022 8A

FOR MEETING DATE: 01/10/2022

SUBJECT: Approval of Professional Services Agreement with Prein & Newhoff

REQUESTING DEPARTMENT: Manager

SUGGESTED MOTION:

Approve the professional services agreement with Prein & Newhoff for engineering services in 2022.

Financing Cost: 0

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

Submitted by: Dexter Mitchell, Township Manager

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

Sent via email: manager@ktwp.org

December 13, 2021

Mr. Dexter Mitchell
Manager
Charter Township of Kalamazoo
1720 Riverview Drive
Kalamazoo, MI 49004-1099

RE: Engineering Services Letter of Engagement (2022)

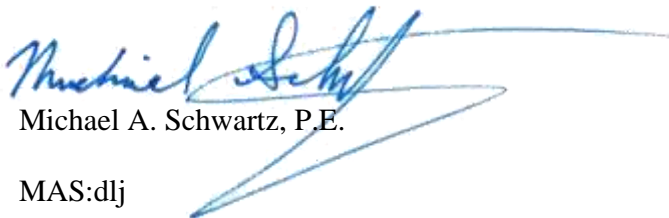
Dear Mr. Mitchell:

Prein&Newhof is pleased to present our Professional Services Agreement to provide as needed engineering services to Kalamazoo Township. P&N will provide engineering services as requested by the Township Administration. If such services are not directly related to a specific project that has a separate agreement with the City to provide professional services, then we propose to perform these services at our normal hourly rates plus expenses billed monthly (current fee schedule attached).

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Michael A. Schwartz, P.E.

MAS:dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)
Fee Schedule (1 pg.)

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2022 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and Charter Township of Kalamazoo (“Client”), of 1720 Riverview Drive, Kalamazoo, MI 49004-1099.

WHEREAS Client intends to:

Obtain as needed Engineering Services.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For P&N

For Client

Name: Michael A. Schwartz, P.E.
Title: Project Manager
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: mschwartz@preinnewhof.com

Name: Dexter Mitchell
Title: Manager
Phone Number: (269) 381-8080
Facsimile Number: (269) 381-3550
Email: manager@ktwp.org

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated December 13, 2021
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated December 13, 2021

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$_____.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Charter Township of Kalamazoo

By:

By:

Printed Name:

Thomas C. Wheat, P.E.

Printed Name:

Title:

Office Manager

Title:

Date:

Date:

Bill To/Ship To (if different)

Name: _____

Company: _____

Address: _____

Ph: _____

Fx: _____

Email: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

Current Fee Schedule

Prein&Newhof bills for each hour spent on a project at the hourly rate of the employees assigned. Mileage is charged at \$0.60 per mile. Direct expenses and sub-consultant costs are billed at invoice plus a 10% handling charge.

Identified below are the hourly rates for various employee classifications:

Employee Classification	Hourly Billing Rate*
Senior Consultant	\$182
Senior Project Manager II	\$168
Senior Project Manager	\$154
Project Manager, Senior Engineer III, Landscape Architect III, Senior Technician V	\$141
Senior Engineer II, Geologist, Airport Planner, Lab Manager, Senior Technician IV	\$132
Senior Engineer, Landscape Architect II, Surveyor II, Senior Technician III	\$124
Engineer II, Senior Technician II, Senior Office Technician	\$116
Engineer, Surveyor, Senior Construction Observer, Senior Technician	\$107
Landscape Architect, Construction Observer II, Technician IV	\$98
Construction Observer, Technician III, Lab Technician, Office Technician	\$90
Technician II	\$79
Technician	\$67

*Hourly rates are typically adjusted yearly.

NOTE: Includes overhead, fringe benefits and profit; effective January, 2022.



1720 Riverview Drive
Kalamazoo, MI 49004-1056
Tele: (269) 381-8080
Fax: (269) 381-3550
www.ktwp.org

AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 01102022 8B

FOR MEETING DATE: 01/10/2022

SUBJECT: Approval of proposal for Winding Way Lift Station

REQUESTING DEPARTMENT: Manager

SUGGESTED MOTION:

Approve the proposal of \$84,200 from Prein & Newhoff to complete engineering work related to the Winding way Pressure System.

Financing Cost: \$84,200

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

Submitted by: Dexter Mitchell, Township Manager

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

Sent via email: manager@ktwp.org

December 2, 2021

Mr. Dexter Mitchell
Manager
Charter Township of Kalamazoo
1720 Riverview Drive
Kalamazoo, MI 49004-1099

RE: Woodward & Winding Way Lift Station Improvements
and Winding Way Pressure System

Dear Mr. Mitchell:

In December 2019 Prein&Newhof completed the Township's SAW grant funded Asset Management Plan (AMP). The plan performed inventory, condition assessment and criticality determination on the Township owned public sanitary sewer infrastructure. The plan also included a Capital Improvement Plan which set forth projects that were prioritized based on the analysis performed in the AMP. Lastly the AMP included a financial analysis and recommendation of Township rate surcharges necessary to fund these expenditures, which the Township adopted.

The Township has started the CIP process by commencing design of Lake Street sanitary sewer, an upgrade of the Texel Drive Pump Station and force main as well as a continuation of cleaning and videotaping of additional portions of the sanitary system.

The next few projects we have discussed is the design of the Winding Way Lift Station Improvements, Woodward Lift Station Improvements, and a sanitary pressure system for Winding Way residents. Attached is our professional services agreement to provide design services as a part of said projects. Specific engineering work activities related to the Lift Station include the following:

1. Kickoff meeting to review/confirm design standards
2. Topographical survey of site including establishing controls and benchmarks
3. Confirmation of rights-of-way
4. Complete lift station designs including pumps (Winding Way only), valves, piping (Winding Way only), replacing and raising lids of wet well and valve chamber structures, and replacing electrical, instrumentation and controls
5. Develop lift station construction plans and project specifications for use in contract documents
6. Design review meetings with the Township and City of Kalamazoo at 60% and 90%
7. Complete and submit EGLE permit application
8. Provide bidding assistance including answering bidding questions, addenda, acceptance of bids, review of bids, and recommendation of award

The scope of work does not include activities related to property or easement acquisition based on survey findings.

Mr. Dexter Mitchell
December 2, 2021
Page 2

Specific engineering work activities related to the Winding Way Pressure System include the following:

1. Kickoff meeting to review/confirm design standards with City of Kalamazoo
2. Existing utility research
3. Topographical survey of site including establishing controls and benchmarks
4. Confirmation of rights-of-way
5. Develop Winding Way sanitary sewer pressure system construction plans and project specifications for use in contract documents
6. Design review meeting with the Township and City of Kalamazoo
7. Complete EGLE permit application for Public Sanitary Sewer (via MiWaters)
8. Complete and submit RCKC permit application
9. Provide bidding assistance including answering bidding questions, addenda, acceptance of bids, review of bids, and recommendation of award

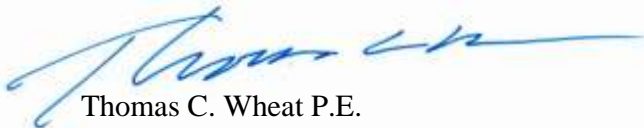
We will provide the above design related services (anticipated in 2022) for a lump sum price of \$84,200.00. This proposal does not include any permit and application fees.

Construction related services anticipated in 2023 would be performed on a time and material basis, estimated at this time to be approximately \$65,500.00. We will request authorization from the Township prior to proceeding with construction services.

If this proposal meets with your approval, please sign, and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Thomas C. Wheat P.E.



Mark R. Prein, P.E.

TCW/MRP/mas/dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

Project No. _____

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2021 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and the Charter Township of Kalamazoo (“Client”), of 1720 Riverview Drive, Kalamazoo, MI 49004-1099.

WHEREAS Client intends to:

Obtain engineering design services for the Woodward & Winding Way Lift Station Improvements and Winding Way Pressure System.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client
Name: Dexter Mitchell
Title: Manager
Phone Number: (269) 381-8080
Facsimile Number: (269) 381-3550
Email: manager@ktwp.org

For P&N
Name: Michael A. Schwartz, P.E.
Title: Project Manager
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: mschwartz@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated December 2, 2021
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated December 2, 2021

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$84,200.00.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Charter Township of Kalamazoo

By:

By:

Printed Name: Mark R. Prein, P.E.

Printed Name: _____

Title: Vice President

Title: _____

Date: December 2, 2021

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.



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AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 0110202 9C

FOR MEETING DATE: 01/10/2022

SUBJECT: Adoption of Capital Asset Policy

REQUESTING DEPARTMENT: Finance

SUGGESTED MOTION:
Adopt the Capital Asset Policy

Financing Cost: 0

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

Adoption of this policy conforms to generally accepted accounting procedures and was requested by the Township Auditors - Yeo & Yeo.

Submitted by: Nancy Desai, Director of Finance

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

CHARTER TOWNSHIP OF KALAMAZOO CAPITAL ASSET MANAGEMENT POLICY

PURPOSE: The purpose of this policy is:

- To describe the policies and procedures utilized in the Charter Township of Kalamazoo (“Township”) capital asset management system;
- Put in place guidelines for accounting and depreciating the Township’s capital assets.

The primary goals of this policy are:

- To ensure that the Township’s capital assets are accounted for in conformance with generally accepted accounting principles; and
- To establish a consistent and cost-effective method for accounting of the Township’s capital assets.

This capital asset policy is in accordance with generally accepted accounting principles and closely conforms to capital asset accounting practices as recommended by the Government Finance Officers Association. The Government Finance Officers Association (GFOA) recommends that every state and local government consider the following applicable guidelines in establishing capitalization thresholds for capital assets:

- Capital assets should be capitalized only if they have an estimated useful life greater than one year following the date of acquisition.
- Capitalization thresholds should be applied to individual assets rather than to groups of similar items (e.g., desks, tables). (For assets that qualify for capitalization and depreciation under the “group method” however, see third paragraph under the heading “THRESHOLD” for discussion of the appropriate threshold application).
 - In no case should a government establish a capitalization threshold of less than \$2,000 for any individual item.
 - Governments should exercise control over their non-capitalized capital assets by establishing and maintaining adequate internal control procedures at the department level.

AUTHORITY: The Charter Township of Kalamazoo Board of Trustees.

APPLICATION: This policy applies to all Township Elected Officials, Department Heads, and the Public as the formal fixed asset policy of the Board of Trustees.

RESPONSIBILITY: The Township Manager and/or the Director of Finance will have the responsibility of administering this policy.

DEFINITIONS: See attachment entitled “Glossary of Terms”.

POLICY:

6.1. Threshold

Upon adoption of this policy, the Township will capitalize individual assets other than Buildings, Building Improvements and Land Improvements, and Infrastructure that cost \$2,000 or more and have an estimated useful life greater than one (1) year. The capitalization threshold for Infrastructure assets shall be \$10,000. However, assets acquired with debt proceeds may be capitalized regardless of cost. Infrastructure projects and improvements shall be capitalized so as to substantially account for the Township’s investment in infrastructure and consider related debt. Individual assets that cost less than \$2,000, but that operates as part of a network system may be capitalized in the aggregate, using the group method, if the estimated average useful life of the individual asset is at least one (1) year. A network is determined to be where individual components may be below \$2,000 but are interdependent and the overriding value to the Township is on the entire network and not the individual assets (e.g. computer systems and telephone systems).

6.2. Valuation

In accordance with generally accepted accounting principles, the Township will value its capital assets at historical cost. Historical cost includes the cost or estimated cost at the time of acquisition, freight charges, installation and site preparation charges, and the cost of any subsequent additions or improvements, excluding repairs. If a capital asset is donated to the Township the asset will be valued based on the fair market value at the time the asset is donated.

6.3. Capital Assets Inventory Report

As part of the financial audit, the Finance Department shall submit a capital asset report to the Township’s external auditor on an annual basis. This report will include the following information:

- Type of asset (i.e. equipment, building, infrastructure, etc.)
- Date of acquisition
- Acquisition cost
- Estimated useful life
- Annual depreciation
- Accumulated depreciation

6.4. Depreciation

The Township will use the Straight-Line Method as its “basic approach” (standard approach) to depreciate capital assets. The Modified Approach, which does not require depreciation, may be used on infrastructure assets whenever applicable.

6.5. Estimated Useful Lives

The following ranges are guidelines in setting estimated useful lives for depreciating assets.

Building and Structures	40-60 Years
Land & Building Improvements	10-30 Years
Vehicles	05-10 Years
Equipment (Furniture & Fixtures, Technology, Machinery, etc.)	03-15 Years
Infrastructure (Sewer, Water, Roads, etc.)	25-75 Years

6.6. Capital vs. Repair and Maintenance Expense

The following criteria are the basis for distinguishing costs as either capital or repair and maintenance expense:

With respect to improvements on non-infrastructure and infrastructure capital assets, under the Basic Approach, costs should be capitalized if the useful life of the asset is substantially extended, or the cost results in a substantial increase in the capacity or efficiency of the assets. Otherwise, the cost should be expensed as repair and maintenance.

With respect to improvements on infrastructure capital assets under the Modified Approach, costs should be capitalized if expenditures substantially increase the capacity or efficiency of an infrastructure. Otherwise, costs, including those that preserve the useful life of an infrastructure asset, are expensed.

6.7. Inventory

For internal control purposes, the Township may maintain an inventory listing of certain assets (controlled equipment) that do not meet the above reference capitalization amounts. Controlled equipment includes items that should be specifically accounted for and inventoried periodically due to the high re-sale value of the equipment and potential risk of theft. Controlled equipment may include items such as computers, construction equipment, and other office equipment. Each Department Head is responsible for all controlled equipment within their areas of responsibility.

6.8. Disposal and Transfer of Township Assets

Disposition of Township assets will be performed in accordance with applicable Township policies and procedures.

**CHARTER TOWNSHIP OF KALAMAZOO
CAPITAL ASSET MANAGEMENT POLICY
GLOSSARY OF TERMS**

- 1. Capital Assets:** Capital assets include land, land improvements, buildings, building improvements, construction in progress, machinery and equipment, vehicles, infrastructure, easements, intangible assets (such as computer software), and works of art and historical treasures.
- 2. Capitalization:** Capitalization of an asset occurs when the cost of the asset meets the “threshold” and the “estimated useful life” set in the organizational guidelines. Under capitalization, the cost of an item is initially recorded as an asset rather than an expense.
- 3. Depreciation:** Depreciation is the process of allocating the cost of property over a period of time, rather than recognizing the cost as an expense in the year of acquisition. Generally, at the end of an asset’s life, the sum of the amounts charged for depreciation in each accounting period (accumulated depreciation) will equal the original cost less salvage value.
- 4. Donated Capital Asset:** Donated assets are those assets contributed to the Township. The donated assets are treated like a capital asset (using the fair market value).
- 5. Estimated Useful Life:** Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was purchased. In determining useful life, consideration is given to the asset’s present condition, use of the asset, construction type, maintenance policy, and how long it is expected to meet service demands.
- 6. Fair Market Value:** The amount that would be paid if the item were sold currently in a transaction between a willing buyer and a willing seller.
- 7. Historical Cost:** The historical cost of a capital asset includes the cost or estimated cost at the time of acquisition, freight charges, installation and site preparation charges, and the cost of any subsequent additions or improvements, excluding repairs.
- 8. Infrastructure Assets:** Infrastructure assets are long-lived capital assets that normally can be preserved for a significant greater number of years than most capital assets (noninfrastructure assets). Infrastructure assets are normally stationary in nature and are of value only to the government entity. Examples include the Sewer and Water systems.
- 9. Modified Approach:** The Modified Approach is the election *not* to depreciate infrastructure assets that are part of a network that meet two specific requirements. The government entity manages the eligible infrastructure assets using an asset management system that has certain specified characteristics. To meet this requirement the asset management system should: Have an up-to-date inventory of eligible infrastructure assets within the network for which the modified approach is adopted. Perform or obtain

condition assessments (physical assessment) on infrastructure assets and summarize the results using a measurement scale. The condition assessment must be performed at least once every three years. The condition assessments must be replicable (conducted using methods that would allow different measurers to reach substantially similar results). Each year, the government entity must estimate the amount needed to maintain and preserve infrastructure assets at a condition level established and disclosed by the government entity. The government entity documents that the eligible infrastructure assets are being preserved approximately at (or above) a condition level established and disclosed by that government entity. If any of the above conditions are not met, reporting must revert back to the depreciation method.

- 10. Salvage Value:** The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the estimated amount for which the asset could be sold at the end of its useful life.
- 11. Straight-Line Method:** The straight-line method is the simplest and most commonly used for calculating depreciation. It can be used for any depreciable property. Under the straight-line method, the basis of the asset is written off evenly over the useful life of the asset. The same amount of depreciation is taken each year. In general, the amount of annual depreciation is determined by dividing an asset's depreciable cost by its estimated life.
- 12. Threshold:** The threshold is the dollar amount that an asset must equal or exceed if that asset is to be capitalized. Otherwise, the item would be considered as an expense at the time of acquisition.



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AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 01102022 9D

FOR MEETING DATE: January 10, 2022

SUBJECT: Comcast Michigan Uniform Video Service Local Agreement

REQUESTING DEPARTMENT: Clerk

SUGGESTED MOTION:

I move to adopt the Resolution ratifying the Local Franchise Agreement with Comcast.

Financing Cost: \$0

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

There is no option for us to ask for a different rate, or other terms, from Comcast -- under the law, they must match the rate established in our agreement with Charter, our provider at the time Public Act 480 came into effect. In order to be timely, I had to respond with the signed agreement in the time between our last meeting and this one.

Submitted by: Clerk Miller

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

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 Charter Township of Kalamazoo, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan I, LLC, a Delaware Limited Liability Company 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 term as defined in 47 USC 522(5).
- B. "Cable Service" means that term 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.

II. Requirements of the Provider

- A. 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**.

III. 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, barter, 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 3 years 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. Public, Education, and Government (PEG) Channels

- 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; \$0.35
 - 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.

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. Notices

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)

Charter Township of Kalamazoo:

KALAMAZOO CHARTER TOWNSHIP

1720 RIVERVIEW DRIVE

KALAMAZOO, MI 49004

Attn: CLERK MARK MILLER

Fax No.: 269 381 3550

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 734-892-2159

2.
2605 Circle 75 Pkwy SE

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. Miscellaneous

- 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.

Charter Township of Kalamazoo, a Michigan Municipal Corporation

Comcast of Michigan I, LLC, a Delaware Limited Liability Company doing business as Comcast

Mark E. Miller
By MARK E. MILLER
Print Name
Title TOWNSHIP CLERK
Address 1720 RIVERVIEW DRIVE
KALAMAZOO, MI 49004
City, State, Zip
Phone 269 381 8080
Phone 269 381 3550
Fax
Email clerk@ktwp.org

Craig D'Agostini
By Craig D'Agostini
Print Name
Title Vice President of Government and Regulatory Affairs
Title
Address 41112 Concept Drive
Address
City, State, Zip Plymouth, MI 48170
City, State, Zip
Phone 734 359-2240
Phone
Fax 734-892-2159
Fax
Email Craig_D'agostini@cable.comcast.com
Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted:	<u>11/23/2021</u>
Date completed and approved:	<u>12/22/2021</u>

ATTACHMENT 1

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

Date: November 16, 2021		
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): Craig D'Agostini
Title(s): Vice President of Government and Regulatory Affairs

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

Name: Jeffrey Snyder		
Title: Manager, External Affairs		
Address: 3500 Patterson Ave. SE, Grand Rapids, MI 49512		
Phone: 616-560-1922	Fax: 517-657-3743	Email: Jeffrey_Snyder@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 734-359-2079	Fax: 517-657-3743	Email: Leslie_Brogan@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.)

Comcast intends to serve, in accordance with the standards set forth in PA 480 of 2006, the present territorial corporate limits of the Township and any area henceforth annexed to or otherwise added to the Township during the term of this franchise.

[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: December 31, 2021

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, 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): Craig D'Agostini, Vice President of Government & Regulatory Affairs

Signature:

Date: November 17, 2021

(Franchising Entity)

Charter Township of Kalamazoo, a Michigan municipal corporation

By

MARIE E. MILLER

Print Name

TOWNSHIP CLERK

Title

1720 RIVERVIEW DRIVE

Address

KALAMAZOO, MI 49004

City, State, Zip

269 381 8080

Phone

269 381 3550

Fax

clerk@ktwp.org

Email

12/22/2021

Date

CHARTER TOWNSHIP OF KALAMAZOO
KALAMAZOO COUNTY, MICHIGAN

RESOLUTION RATIFYING UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH COMCAST

January 10, 2022

WHEREAS, Comcast is expanding service into portions of Kalamazoo Charter Township to offer Internet, voice, and video services; and

WHEREAS, Public Act 480 of 2006 requires that Comcast match the franchise fee and PEG fee obligations of the incumbent provider with the most subscriptions (Charter Communications) when this act took effect; and

WHEREAS, the fees established in the Township's agreement with Charter are \$0.35 per subscriber per month PEG Fee and 5% base Franchise Fee;

WHEREAS, in order for action on the agreement to be timely, the Township Clerk has returned the signed agreement to Comcast;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Kalamazoo Board of Trustees ratifies the Local Franchise Agreement with Comcast at the above fee rates.

Motion was made by _____ and supported by _____ to adopt the foregoing resolution.

Upon roll call vote the following voted "aye":

The following voted "nay":

The following was absent:

The Supervisor declared the Resolution duly adopted.

CERTIFICATE

The undersigned, Mark E. Miller, the duly elected and acting Clerk of the Charter Township of Kalamazoo hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of Kalamazoo Township on _____, the original of which resolution is on file in my office, at which meeting a quorum was present, that said meeting was conducted in accordance with the Open Meetings Act of the State of Michigan and that the members of said Board voted upon said Resolution as hereinbefore set forth and that the minutes of the meeting will be or have been made available as required by the Open Meetings Act.

Mark E. Miller, Clerk
1720 Riverview Drive
Kalamazoo, MI 49004
269-381-8080



1720 Riverview Drive
Kalamazoo, MI 49004-1056
Tele: (269) 381-8080
Fax: (269) 381-3550
www.ktwp.org

AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 01102022 9E

FOR MEETING DATE: 01/10/2022

SUBJECT: Approval of the COVID Vaccine Policy

REQUESTING DEPARTMENT: Manager

SUGGESTED MOTION:
Approve the COVID 19 vaccine policy.

Financing Cost: 0

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

Submitted by: Dexter Mitchell Township Manager

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

Kalamazoo Charter Township Vaccination, Testing, and Face Covering Policy

Purpose:

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation. Kalamazoo Charter Township encourages all employees to receive a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

Scope:

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of Kalamazoo Charter Township except for employees who do not report to a workplace where other individuals (such as coworkers or customers) are present; employees while working from home; and employees who work exclusively outdoors.

All employees are encouraged to be fully vaccinated. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as Johnson & Johnson's vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series. Employees who are not fully vaccinated will be required to provide proof of weekly COVID-19 testing and wear a face covering at the workplace.

Some employees may be required to have or obtain a COVID-19 vaccination as a term and condition of employment at Kalamazoo Charter Township due to their specific job duties. Employees subject to mandatory vaccination requirements should follow all relevant vaccination procedures in this policy and are not given the choice to choose testing and face covering use in lieu of vaccination. All Township employees are subject to a mandatory vaccination requirement.

All employees are required to report their vaccination status and, if vaccinated, provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results. Employees not in compliance with this policy will be subject to discipline.

Employees may request an exception from vaccination requirements (if applicable) if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by working with human resources and the managers. All such requests will be handled in accordance with applicable laws and regulations.

Procedures:

Overview and General Information

Vaccination

Any Kalamazoo Charter Township employee that chooses to or is required to be vaccinated against COVID-19 must be fully vaccinated no later than 60 after adoption. Any employee not fully vaccinated by March 10, 2022 will be subject to the regular testing and face covering requirements of the policy.

To be fully vaccinated March 10, 2022, an employee must:

- Obtain the first dose of a two dose vaccine no later than February 10, 2022; and the second dose no later than March 10, 2022; or

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two-dose vaccine.

Employees may schedule their vaccination appointments, e.g., through their own medical provider, or with a mass-vaccination clinic. Human resources or the Manager Department coordinator and provide any other general information employees need that is not addressed in the sections below.]

Testing and Face Coverings

All employees who are not fully vaccinated as of March 10, 2022, will be required to undergo regular COVID-19 testing and wear a face covering when in the workplace. Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

Vaccination Status and Acceptable Forms of Proof of Vaccination

Vaccinated Employees

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted via photocopy to the HR department.

Acceptable proof of vaccination status is:

1. The record of immunization from a health care provider or pharmacy.
2. A copy of the COVID-19 Vaccination Record Card.
3. A copy of medical records documenting the vaccination.
4. A copy of immunization records from a public health, state, or tribal immunization information system; or
5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

Proof of vaccination generally should include the employee’s name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances Kalamazoo Charter Township will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

“I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties.”

An employee who attests to their vaccination status in this way should to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine.

All Employees

All employees, both vaccinated and unvaccinated, must inform Kalamazoo Charter Township of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

<i>Vaccination Status</i>	<i>Instructions</i>
<i>Employees who are fully vaccinated.</i>	<i>Submit proof of vaccination that indicates full vaccination.</i>
<i>Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).</i>	<i>Submit proof of vaccination that indicates when the first dose of vaccination was received, followed by proof of the second dose when it is obtained.</i>
<i>Employees who are not vaccinated.</i>	<i>Submit statement that you are unvaccinated, but are planning to receive a vaccination by the deadline.</i>
	<i>Submit statement that you are unvaccinated and not planning to receive a vaccination.</i>

Supporting COVID-19 Vaccination

Kalamazoo Charter Township will comply with 29 CFR 1910.501(f) and provide support for employee vaccination, including by providing up to four hours paid time at the regular rate of pay for each of their vaccination dose(s) and reasonable time and paid sick leave for recovery from side effects experienced following any vaccination dose.]

An employee may take up to four hours of duty time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of eight hours of duty time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four hours to get the vaccine must send their department head or Manager an email documenting the reason for the additional time (e.g., they may need to travel long distances to get the vaccine). Any additional time requested will be granted, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave, e.g., sick leave, to cover the additional time. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize up to two workdays of sick leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevent them from working. Employees who have no sick leave will be granted up to two days of additional sick leave immediately following each dose if necessary.

The following procedures apply for requesting and granting duty time to obtain the COVID-19 vaccine or sick leave to recover from side effects:

Employee Notification of COVID-19 and Removal from the Workplace

The employer will comply with 29 CFR 1910.501(h), which provides that employers must (1) require employees to promptly notify the employer when they receive a positive COVID-19 test or are diagnosed with COVID-19; (2) immediately remove such employees from the workplace; and (3) keep those employees removed until they meet return to work criteria.

Kalamazoo Charter Township will require employees to promptly notify their department head when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider.

Medical Removal from the Workplace

Kalamazoo Charter Township has also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. Kalamazoo Charter Township will immediately remove an employee from the workplace if they have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately send them home or to seek medical care, as appropriate).

Return to Work Criteria

For any employee removed because they are COVID-19 positive, Kalamazoo Charter Township will keep them removed from the workplace until the employee receives a negative result on a COVID-19 nucleic

acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing; meets the return to work criteria in CDC's "Isolation Guidance"; or receives a recommendation to return to work from a licensed healthcare provider.

****Under CDC's "Isolation Guidance," asymptomatic employees may return to work once 5 days have passed since the positive test, and symptomatic employees may return to work after all the following are true:*

- At least 10 days have passed since symptoms first appeared, and*
- At least 24 hours have passed with no fever without fever-reducing medication, and*
- Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).*

If an employee has severe COVID-19 or an immune disease, Kalamazoo Charter Township will follow the guidance of a licensed healthcare provider regarding return to work.

COVID-19 Testing

All employees who are not fully vaccinated will be required to comply with this policy for testing.

Employees who report to the workplace at least once every seven days:

(A) must be tested for COVID-19 at least once every seven days; and

(B) must provide documentation of the most recent COVID-19 test result to Department Head no later than the seventh day following the date on which the employee last provided a test result.

Any employee who does not report to the workplace during a period of seven or more days

(A) must be tested for COVID-19 within seven days prior to returning to the workplace; and

(B) must provide documentation of that test result to [the supervisor] upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be removed from the workplace until they provide a test result.

Employees who have received a positive COVID-19 test, or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

Face Coverings

Kalamazoo Charter Township will require all employees who are not fully vaccinated to wear a face covering. Face coverings must: (i) completely cover the nose and mouth; (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers; (iv) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (v) be a solid

piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19 Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers.

The following are exceptions to Kalamazoo Charter Township requirements for face coverings:

- 1. When an employee is alone in a room with floor to ceiling walls and a closed door.*
- 2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.*
- 3. When an employee is wearing a respirator or facemask.*
- 4. Where Kalamazoo Charter Township has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).*

New Hires:

All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

Confidentiality and Privacy:

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

Questions:

Please direct any questions regarding this policy to [e.g., Human Resources Department].

This model plan is intended to provide information about OSHA's COVID-19 Emergency Temporary Standard. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an OSHA-approved state plan. However, this model plan is not itself a standard or regulation, and it creates no new legal obligations.