



City of East Grand Rapids  
Regular City Commission Meeting  
Agenda

**August 1, 2016 – 6:00 p.m.**  
(EGR Community Center – 750 Lakeside Drive)

1. Call to Order and Pledge of Allegiance.
2. Public Comment by persons in attendance.
3. Report of Mayor and City Commissioners.

Regular Agenda Items

4. Kent District Library's 2015 Annual Report presentation (no action requested).
5. Presentation of tree inventory project report (no action requested).
6. Zoning variance hearing on the request of Bryan & Heidi Krannitz of 2360 Lake Drive to allow the construction of a roof over the existing front porch with a front yard setback of 38.5,' instead 58.4' allowed (action requested – \_\_\_ notices sent).
7. Adoption of modified METRO Act right-of-way telecommunications permit and cell license agreement for Distributed Antenna Systems (DAS) (approval requested).

Consent Agenda – Approval Requested

8. Receipt of communications.
9. Minutes of the regular meeting held July 18, 2016 (approval requested).
10. Report of Finance Committee on disbursement of funds: payroll disbursements of \$226,018.53; county and school disbursements of \$-0-, and total remaining disbursements of \$ \$400,181.17 (approval requested).
11. Purchase of vehicles for the Public Works Department (approval requested).
12. Purchase of vehicles for the Public Safety Department (approval requested).

\* \* \*



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

BRIAN DONOVAN  
CITY MANAGER

## MEMORANDUM

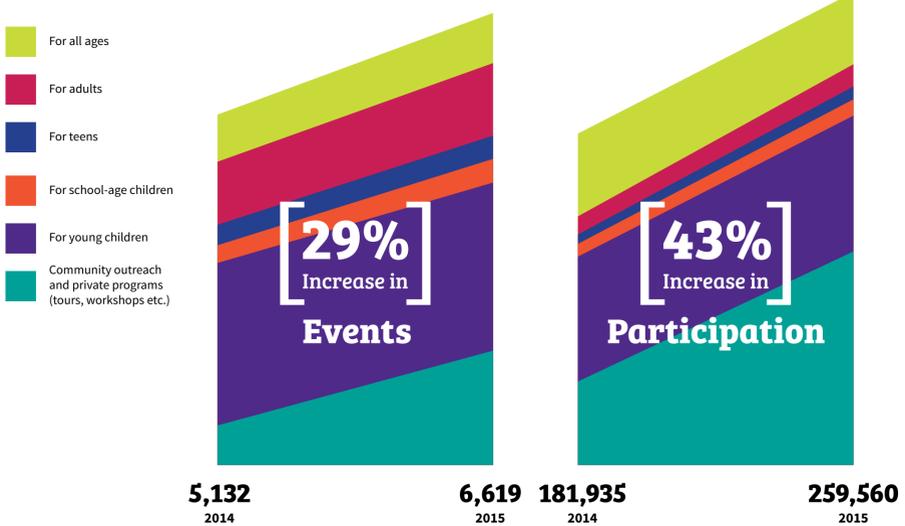
TO: Mayor and City Commission  
 FROM: Brian Donovan, City Manager  
 DATE: July 22, 2016

RE: Presentation from Kent District Library

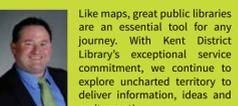
KDL Branch Manager Dawn Lewis, KDL Board Chair Craig Wilson and KDL Director Lance Werner will be attending the City Commission meeting to present the Kent District Library’s annual report to the City Commission.

BD/kb/9145  
Attachments

# Programming Growth



## Letter from Lance



Like maps, great public libraries are an essential tool for any journey. With Kent District Library's exceptional service commitment, we continue to explore uncharted territory to deliver information, ideas and excitement!

From couches, coffee shops and even barracks around the globe, KDL customers are downloading more than 1 million titles from our digital collection. Bucking national trends, our circulation increased by 5% to over 6.2 million items last year. This includes items like iPads, GoPros and Wi-Fi hotspots. Beginning in 2016, you can even check out a bike at 16 KDL locations!

Through our community outreach, we deliver library services to every corner of Kent County: collaborating with school districts and farmers markets, maintaining Little Free Libraries and supporting Wi-Fi access points. Our commitment to accessible library services for all residents is embodied in our partnership with Senior Meals on Wheels and KDL's recognition as a Community Champion by Disability Advocates of Kent County.

As I'm out and about, I frequently encounter people who are amazed by the size of Kent District Library—and not just the vast 734 square miles, or the nearly 400,000 residents we serve, although that's impressive. What is really big about KDL is the huge scope of services we are honored to provide and our customers' appreciation for them!

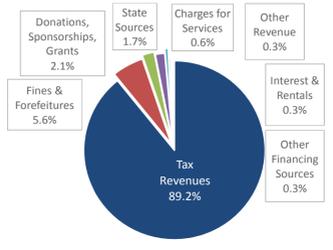
Lance Werner  
Kent District Library

TKXJCSV896ZT

# Financial Information

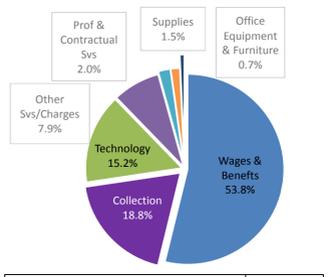
**KENT DISTRICT LIBRARY  
2015 SUMMARY FINANCIAL INFORMATION  
GENERAL FUND**

REVENUE	
Tax Revenues - Millage (1.28mills)	19,731,194
Fines & Forefeitures	1,240,239
Donations, Sponsorships, Grants	470,925
State Sources	368,562
Charges for Services	125,995
Other Revenue	66,787
Interest & Rentals	59,411
Other Financing Sources	58,943
<b>TOTAL REVENUES</b>	<b>\$ 22,122,060</b>



**EXPENDITURES**

Wages & Benefits	11,206,039
Books & Materials	3,924,316
Technology (all expenses related to)	3,173,882
Other Svcs/Charges	1,651,961
Professional & Contractual Services	416,506
Supplies	310,565
Office Equipment & Furniture	154,545
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,837,513</b>



Total Fund Balance 2015	5,476,642
Fund Balance - Unspendable (Prepays)	(164,831)
Fund Balance - Assigned	(233,851)
Fund Balance - Restricted by Contributors	(53,868)
Fund Balance - Board Committed - Capital Projects	(185,300)
<b>TOTAL UNDESIGNATED FUND BALANCE</b>	<b>\$4,208,792</b>

The above numbers have been derived from the 2015 Financial Statements. Complete audited Annual Financial Statements will be available after June 2016.

# Donations

Every care have been taken to acknowledge our donors and create an accurate list. Any inaccuracies or informational errors are unintentional.

## Giving to Kent District Library

We gratefully acknowledge those gifts given to KDL from January 1-December 31, 2015. We also salute the many donors who chose to remain anonymous for their generosity.

♥ Indicates Three-Year Consecutive Donation  
€ Indicates Donation to the Endowment

### Shakespeare Society (Gifts of \$25,000+)

Consumers Energy Foundation

### Hemingway Society (Gifts of \$10,000+)

Centennial Securities Company Inc.  
Grand Rapids Community Foundation  
Steelcase Foundation

### Austen Society (Gifts of \$5,000+)

Edith Blodgett Fund of the Brookby Foundation  
Great Start to Quality  
PNC Foundation  
Steelcase Inc.

### Twain Society (Gifts of \$2,500+)

Kenneth and Linda Krombeier ♥  
Law Weathers & Richardson, PC  
Library of Michigan Foundation  
Macy's ♥  
Meijer ♥  
Wolverine World Wide Foundation

### Dickens Society (Gifts of \$1,000+)

Adamy Valuation Advisors  
Applied Imaging  
BDO  
BISSELL  
Bloom, Sluggett & Morgan, P.C.  
Janet Boyles  
Chemical Bank ♥  
Dickinson Wright PLLC  
First United Credit Union  
Bill and Mary Ford ♥  
Foster Swift ♥  
Friends of the East Grand Rapids Library ♥  
Friends of the Grandville Library ♥  
Friends of the Plainfield Township Library ♥  
Gordon Food Service  
Hungerford Nichols  
JMM Family Partnership LLC  
Chloe Jones ♥  
Lake Michigan Credit Union  
Ali Mahajerin  
Michigan Council for Arts and Cultural Affairs  
Midwest Tape  
Miller Johnson  
Norris, Perne & French, LLP  
R/W Enterprises  
United Bank of Michigan  
W.M. Eerdmans Publishing Co.  
West Michigan Whitecaps ♥

### Steinbeck Society (Gifts of \$500+)

Amazon.com ♥  
Michelle Boisvenue-Fox  
Mary Burns ♥  
Linda Jo and Josh Carron ♥  
James and Constance Christenson  
Alan and Michelle Davis  
Edward Jones Financial  
Bill and Cecile Fehsenfeld  
Fishback, Thompson, Carr & Huber, Inc.  
Bob Gerritsen  
Grand Rapids Community College  
Grand Rapids Doulas  
John and Katherine Gregg  
GVSU

### Poe Society (Gifts of \$250+)

Edward and Kathy Aboufadel ♥  
Mark Balletto  
Karen and Robert Boluyt  
Liz Breed  
Tracy Brogan  
Barbara Krause Bunbury ♥  
Larry Cleply  
Lee and Mary Cook  
James Cullen  
Jim and Harriet Engbers  
Jeff and Sheila Frank  
Ina Grace ♥  
Grand Rapids Public Library  
Richard L Hagan  
Douglas and Victoria Hoekstra  
Jeffrey and Jeanine Holquist  
Karl Orthodontics ♥  
John and Mary Lange ♥ €  
Jean McCormick ♥  
Josh and Molly Meringa  
Mortimore Family (Dick Weld) ♥ €  
Heidi Nagel  
Jaclyn J Olmstead  
Pam Spring Advertising  
Fleming S Pruitt  
Kevin Schaefer  
Schuler Books & Music  
Mark and Julianne Strauss  
W. Vandenberg and Elizabeth Neubig

### Alcott Society (Gifts of \$100+)

ABK Research, Inc.  
Melissa Anderson  
William and Jill Beute  
Wendy and Jim Booydegraaff  
Brewery Vivant  
Charles and Lucy J. Caldwell ♥  
Cheryl Cammenga  
Hazel Carpenter ♥  
Cheryl Carter  
David and Diane Comfort (In Memory of Wanda Deubner) ♥  
Mary Dersch  
Eli Lilly Foundation ♥  
Scott and Kathy Ellison ♥  
Jim and Harriet Engbers ♥  
Jane Everhart  
Maurice and Sara Fetty  
Priscilla Finch (In Memory of Eugene and Alma Ensing)  
Barbara Fishback ♥  
Karilyn Frederick  
Judy Freeman  
Betty Jean Fry ♥  
Scott and Julie Garrison  
GE Foundation  
Brendan and Liz Geary  
Kathryn Gerow (In Memory of Gordon Gerow) ♥  
Sandra Graham ♥  
Grand Rapids Drive  
Christopher Halzman ♥  
Bill and Claudia Hardy ♥  
Charles and Martha Hayden  
Cindy Hogan  
Lori L. Holland  
Keith and Mary Hopkins  
Miles F. and Linda L. Huffaker  
Paul and Diane Hummell ♥  
Win and Kyle Irwin ♥  
James and Gail Junod  
David and Jennifer Khorey  
Library Design Associates  
Dorothy Lorson ♥  
Sharon Mah ♥  
Hugh and Georgia Makens ♥  
Rodney and Mimi Martin  
Jason and Kathy Marvin  
Katie McCarthy ♥  
Marcia Meade  
Michigan Humanities Council  
Maxine Moerdyk

Patrick and Christine Muldoon ♥  
Charles and Noreen Myers ♥ €  
Laura Nawrot  
Cathy Neils and Jay Fowler  
Linda Parker  
Scott and Sarah Pastoor  
Gregory and Linda Patterson  
Rick Penn and Maureen Fitzgerald  
Sharon and Aaron Phipps ♥  
Rosalie Plechaty  
Ronald and Kathie Redman ♥  
Amy and Kyle Rokos ♥  
Heather and Dave Ross  
Peggy and Jud Ross  
Tammy and Paul Sadek ♥  
Stephanie Sanderson  
Jim Sanford  
Robert and Karen Schermer ♥  
John and Shawn Schuring €  
Joan Secchia  
Carol Simpson (In Memory of Charles Fry and In Honor of Melissa DeWid) ♥ €  
Brent and Diane Slay ♥  
Julia Smith ♥  
Shelly Smith ♥  
Sherry Smith  
William and Emily Smith  
Jennifer Sommerdyke  
Alexandra Sudak  
Shirley Switek ♥  
Rita Traynor  
Kathleen Underwood and Gary Stark  
Mike Waalkes ♥  
Mike and Brenda Warne  
Susan Watts  
Sharon Weber  
Jerry and Ginny Weddell  
Jeffrey A. Wietsma  
Judith and Johanna Wilberding  
Craig and Laurie Wilson  
Ronald and Diane Woods ♥  
Mike and Mary Yoak ♥

Dr. Seuss Society (Gifts of \$1+)

Abel, Terry and Geraldine  
Bernadine Agacinski  
Michael and Katrina Alexander ♥  
Patsy Allen  
James Andersen  
Dale and Carol Austin ♥  
Mary and Lawrence Austin  
Jean Barkin  
Richard and Elizabeth Barrett  
Louis and Linda Berra ♥  
Carla Blandford ♥  
Martha Blandford and Patrick Ladwig ♥  
David Blatt  
Jane Bodenmiller ♥  
Fred and Nancy Brailey  
William and Sharon Brandner  
Ken and Laurel Bratt  
Mark and Ann Marie Brehm  
Gretchen Brink ♥  
Michelle Brown  
Teresa Burns  
Robert Burr ♥  
Michelle Bury  
Janet K Camburn  
Margaret Campbell ♥  
Judy Cole  
Matthew and Charlie Cook  
Linda Damstra  
George and Sara D'Archange ♥  
Bradley and Lori DeBruyne  
Jack and Margaret DeLaat  
Angela DeLing  
Kacey Duffey  
Nancy Duiven ♥  
Daniel and Jan Durkee  
Tony and Jennifer Dykhouse ♥  
Julie Ebelts ♥  
Parry and Chris Eckman  
Victoria Erickson ♥  
Charles Ezinga  
Paul and Betty Flak ♥  
Jason Flanigan  
Karen Forester  
Hannah Foster  
Peggy Frizzo  
David and Ruth Fry ♥  
Thomas and Mary Fuller  
Bill Gathen  
John Gibson  
Gillikin Consulting Group LLC  
Adam and Sheri Glon  
Richard and Patricia Hall ♥  
Steven Handovits ♥  
Edward Haviland  
Karen Helgevoold  
Janice Henry  
Betty Herrick  
Jane Hesselschwerdt  
Samantha Holland  
Dorothy Holt ♥  
Betty Horrick  
Evelyn Hozwarth  
Martin and Zezette Hutchinson  
Jon and Kerrie Karel ♥  
Mary Anne Karmes ♥  
Ethel Karsten ♥  
Brenda Kennedy-Muraski  
Vicki Kimball  
Robert Knapp ♥  
Mara Knublie ♥  
Eiko Kondo ♥  
Herbert and Wilma Jean Krol ♥  
Andrew Kulevski  
Stuart and Ruth Kutsche  
Emily Laird  
Brian and Susan Lennon  
Mary Ann Lentz  
Greg Lewis  
Amy Linde  
Loeks Theaters, Inc.  
Arend and Nancy Lubbers  
Marcia Lubbers  
Joe and Jill Magnan  
Camilla Martin ♥  
Gene and Linda Michaels ♥  
Shannon Middlemiss  
Glenda Middleton ♥  
Kathleen Miller  
Pat Miller  
Katey Morse  
Clarice Mae Mulder  
Joan Mull  
Bonnie Munger ♥  
Suzanne Naas ♥  
Mark and Kathleen Newman ♥  
Terry Norlin  
Sandra Oato  
Katy O'bell  
Dennis O'Neill ♥  
David and Denise Overbeek  
Sungwan Park  
Joan Parker ♥  
Barbara Pauli (In Memory of Craig Pauli)  
Gerrit and Janet Peddemors C.  
Candice Peterson  
Candace Ramsahoi  
Ruth Reeser  
Jeff and Kim Ridings  
Kathleen Ringelsen  
Christina Ringsma  
Gary and Sharon Roberson  
Ray and Francina Roberts  
Bonnie Roskam  
Robert & Sue Ruby  
Anne Lebednick  
Lowell Area Historical Museum  
Karen Ruger  
Andy Saur ♥  
Malory Schmidt  
Marsha Shade  
Sandra Shank  
Tracy Lynn Shea (In Memory of Marie Smith)  
Lynne Simon  
Linda Singer  
Ray and Elizabeth Skeins ♥  
Joy Smith  
Meredith Soddy  
Else Sorensen ♥

Ann Sowie  
Dave and Chris Straw (In Memory of Cliff Nelson)  
Nancy Swift  
The Brady/O'Meara Family  
Beth Tippet  
Jim Toner  
Townsend Family  
Mary Tracey ♥  
Patti Trepkowski  
John and Cheryl Tully ♥  
Judith Ullery ♥  
Linda Unterkircher  
Peter and Eileen Vandenberg (In Memory of James Zuppa)  
Ardythe VanderVelde ♥  
Wilma VanderZwaag  
Barbara VanDuren  
Kathleen VanLozenoord  
Grace Veuger ♥  
Patrice Wrona  
Patricia Walcott (In Memory of Lester Walcott) ♥  
Lois E. Waldecker ♥ €  
Ona Wall ♥  
Ruth Watson  
Sue Weatherbee  
Stephanie Weaver  
Laura Weld  
Charles L. and Jane A. Willekes ♥  
Ruth Wilson  
Suzanne C. Winter ♥  
Mary Wray ♥  
Mary L. Yost  
Clasina Young ♥

♥ Indicates Three-Year Consecutive Donation

## Donations to KDL Branches

We gratefully acknowledge those gifts that provide specific support for the programs and services of our individual branches.

### Shakespeare Society (Gifts of \$25,000+)

Friends of the Cascade Library ♥

### Hemingway Society (Gifts of \$10,000+)

Friends of the East Grand Rapids Library ♥  
Friends of the Grandville Library ♥  
Friends of the Plainfield Township Library ♥

### Austen Society (Gifts of \$5,000+)

Friends of the Krause Memorial Library ♥  
Tassel-Wisner-Bottrall Foundation

### Twain Society (Gifts of \$2,500+)

Cascade Township DDA  
Friends of the Englehardt Library ♥  
Friends of the Kentwood Library ♥  
Friends of the Wyoming Library ♥

### Dickens Society (Gifts of \$1,000+)

Friends of the Sand Lake/Nelson Township Library  
Friends of the Walker Library ♥  
Grandville Rotary Club ♥  
Guido A. and Elizabeth H. Binda Foundation ♥  
Fadia Kreuzer  
Steve Maas  
Shannon Orthodontics, PLLC

### Steinbeck Society (Gifts of \$500+)

City of Walker  
Grand Rapids Community Foundation (Douglas Leon Spalding Memorial Fund)  
Grandville Downtown Development Authority ♥  
Jeff and Jenni VanderLaan Foundation  
Lowell Rotary Club  
Macy's  
Rockford Sportsman Club ♥  
Kristin and Amy Smith ♥  
South Kent Rotary  
Weller Family Foundation

### Poe Society (Gifts of \$250+)

Shellie Adamy  
Matthew and Kate Bloom (In Memory of Joanne Ammon)  
Elders Electric  
Friends of the Spencer Township Library ♥  
Grand River Bank  
David Huang  
Kentwood Women's Club  
Macatawa Bank - Grandville Branch  
Poljer Financial Resources  
Rosalee Shier  
South Kent Rotary  
Spartan Nash  
Steven and Rebecca Wuerthele ♥

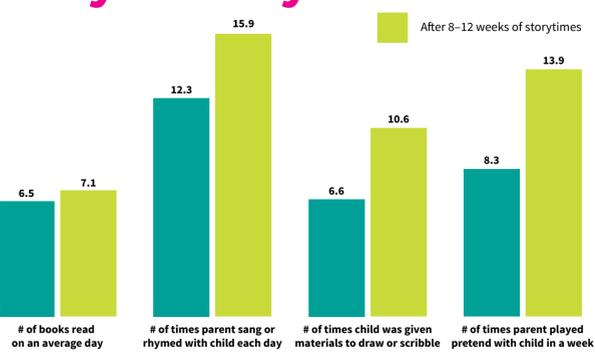
### Alcott Society (Gifts of \$100+)

BenePay  
Lester Brooks  
Byron Center Chiropractic P.C.  
Bruce Clarke and Jean Waaltermann-Clarke (In Honor of Madonna Waaltermann)  
Cook Family Services ♥  
Friends of the Englehardt Library (In Memory of Theresa Strykowski)  
Girl Scout Troop 4443  
Grandville Ladies' Literary Club ♥  
Diane Juergens (In Memory of Kristen Matthew)  
Sharon Lutz-Kreibil ♥  
Laura Madison (In Memory of Kristen Matthew)  
Robert and Avaleen Myszak  
Harold and Janet Schulling (In Memory of Betty VanderHoning and Kittie Buck) ♥  
Schuler Books and Music  
Larry Seese  
Gordon and Esther Start ♥  
Everett and Gloria Swanson ♥  
Ted Hessler and Family (In Memory of Gerry Rothwell)  
Margaret Urquhart (In Memory of Kristen Matthew)  
Wyoming Branch Staff

### Dr. Seuss Society (Gifts of \$1+)

Terry and Geraldine Abel  
Amber Farms HOA  
Judy Baer (Dick Weld)  
Mark and Aleta Berghoef (In Honor of Inez Mae Smith)  
Mary Brander ♥  
Mija Catzanach (In Memory of Kristen Matthew)  
Cornerstone University (In Memory of Caroline Joy Mulder)  
Delta Kappa Gamma  
Friends of the Grandville Library (In Memory of Norma DeBoer)  
Robert Garcia  
Mary Ellen Gerhard (In Memory of Harold Warmels)  
Grandville Christian School, Inc.  
Margie Griffith (In Memory of Harold Warmels)  
Tom and Janet Haradine (In Memory of Ed Obermeyer)  
Mark Heyboer and Melissa Lichtenwalter  
Timothy and Charlene Hill  
Phil and Cherry Jacobus ♥  
Jodi Jarvis-Therrian  
Cathleen Kaiser (In Memory of Pat Kaiser) ♥  
Edward and Sonja Keiser (In Memory of Dick Weld)  
Anne Lebednick  
Lowell Area Historical Museum  
Lowell Showboat Garden Club  
M37 Auction Co. LLC  
Stan and Jan Powers (In Honor of Luci King) ♥  
Rockford Chapter #215, Order of the Eastern Star  
Robert and Sue Ruby  
Barb Schneider  
Alexandra Sudak  
Linda Singer  
Daniel Terry (In Memory of Dick Weld)  
Tom and Carol Korenstra (In Memory of Edward R. Schuman)  
Sharon Vanderwout (In Memory Irene Helen Vaughan)  
Stacie VanOosterhout (In Memory of Cindy Burpee)  
Scott and Sylvia Wormmeester ♥

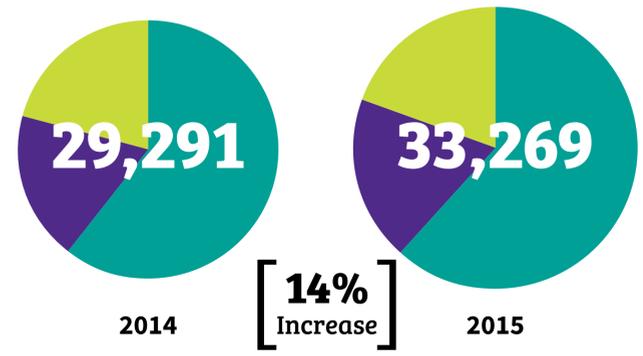
## Early Literacy



In 2015, Kent District Library secured funding from the Steelcase Foundation to measure the outcomes of public library storytimes. KDL partnered with Western Michigan University to develop the study and invited the Grand Rapids Public Library to participate. Surveys were performed with families attending early literacy storytimes at three KDL branches, measuring changes in those parent-child interactions which are proven to impact early literacy development. The results demonstrate that KDL is achieving our goal of positively impacting early literacy development in Kent County.

## Summer Reading Participants

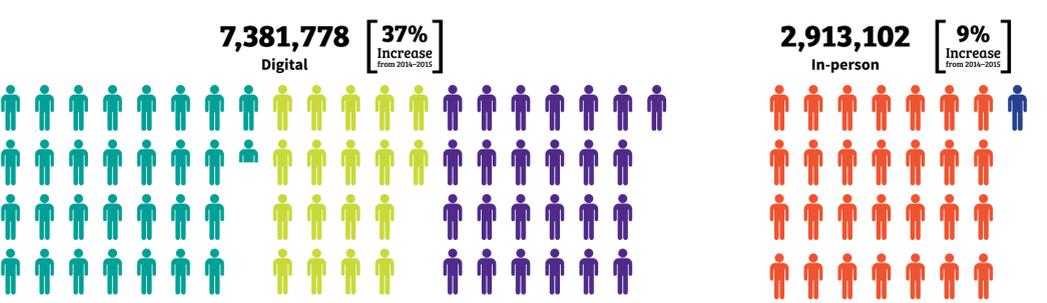
Youth (birth-grade 5)  
Teens (grades 6-12)  
Adults (18 and up)



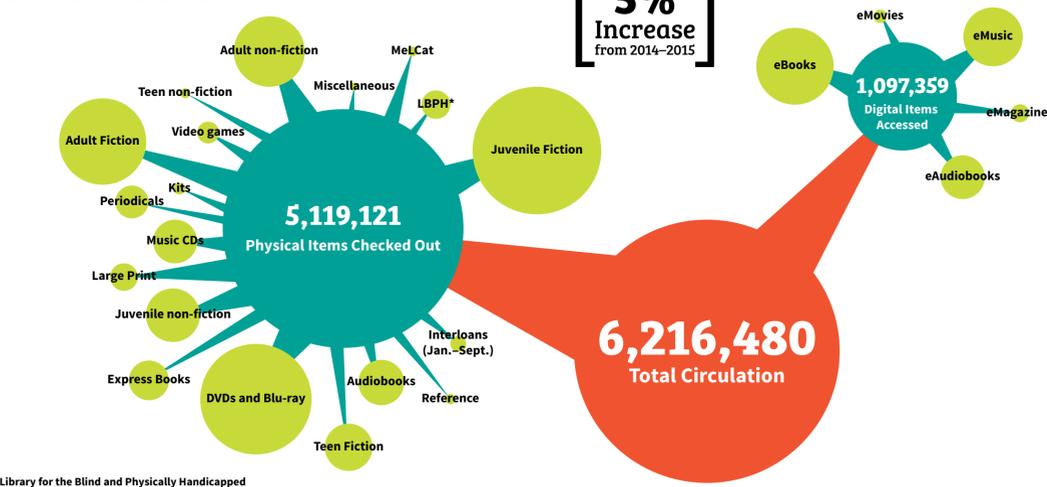
## KDL Visits

1 person icon = 100,000 Visits

Website (green), eBook/eAudiobook site (yellow), What's Next? Book in Series site (purple), Library (orange), Community outreach interactions (blue)



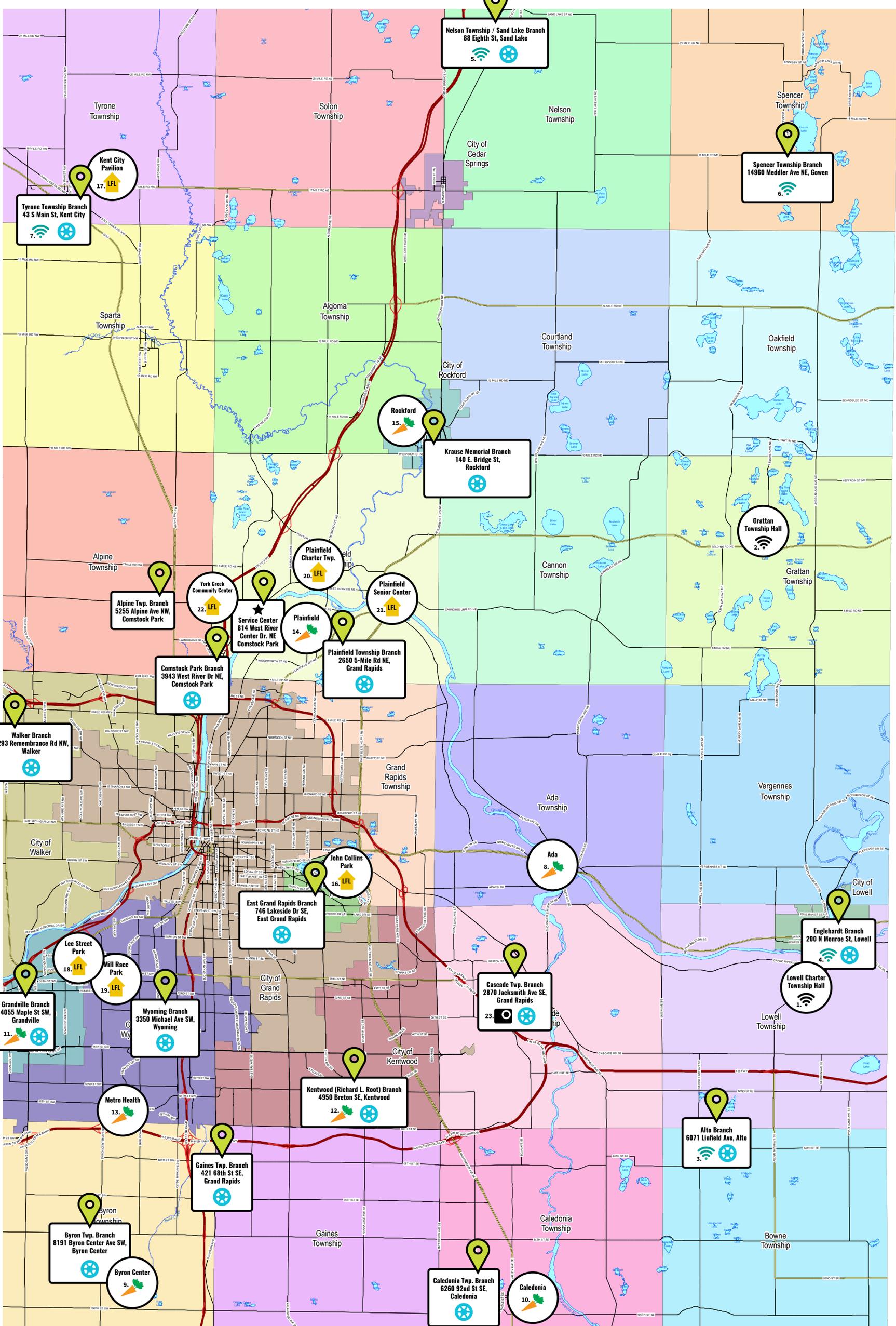
## Circulation



\*Library for the Blind and Physically Handicapped



**KDL** Information. Ideas. Excitement!  
Kent District Library



## LEGEND

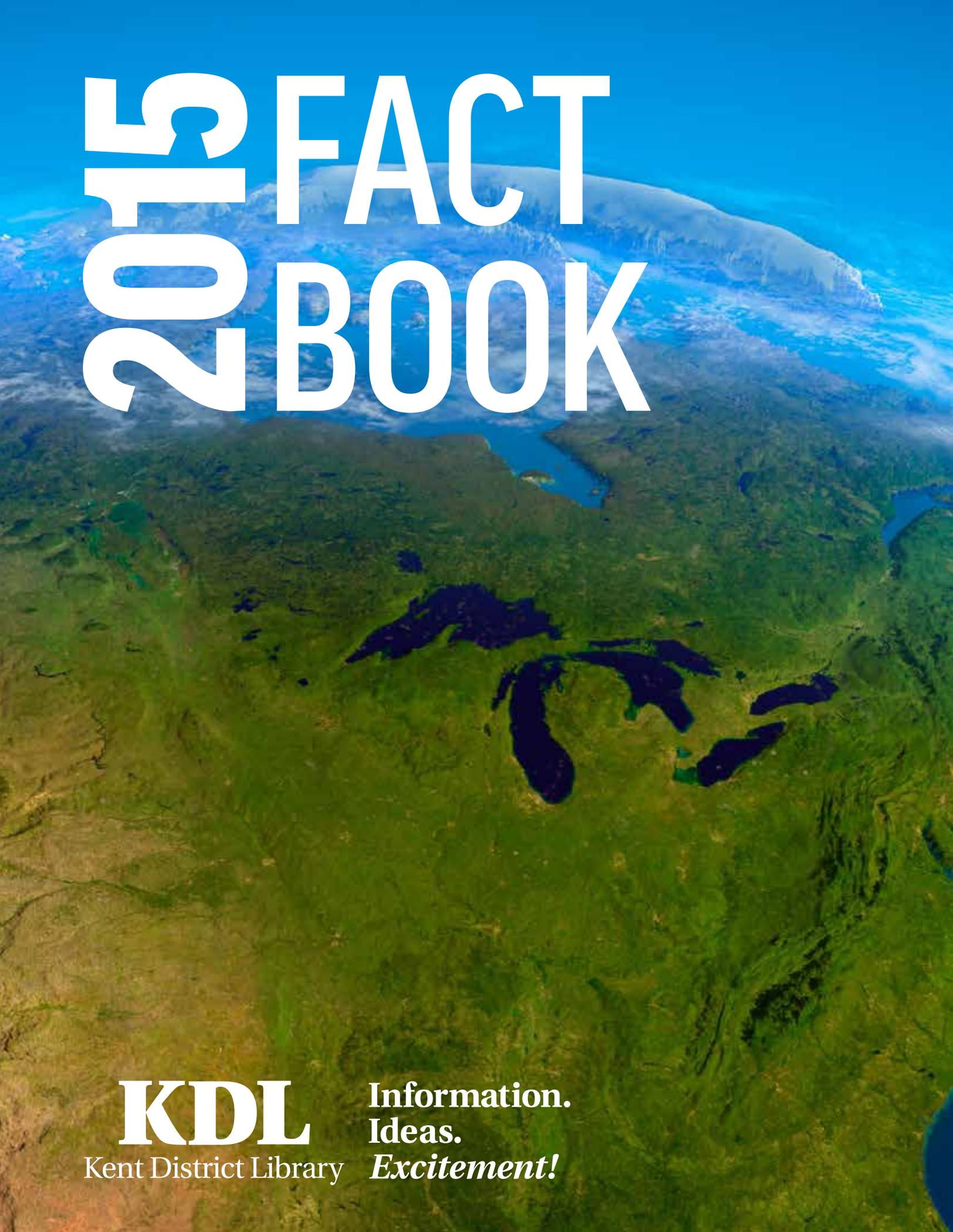
- Branch Locations**
- KDL Cruisers, Circulating Bikes**  
16 locations (not at Alpine & Spencer Twp.)
- Wi-Fi Available**  
**All Branches**  
1. Lowell Charter Township Hall  
2910 Alden Nash Ave SE, Lowell  
2. Grattan Township Hall  
12050 Old Belding Rd NE, Belding  
**Circulating Wi-Fi Hotspots Available**  
3. Alto Branch  
4. Englehardt (Lowell) Branch  
5. Nelson Twp. / Sand Lake Branch  
6. Spencer Twp. Branch  
7. Tyrone Twp. Branch
- Farmers Market with KDL Booth** \*Schedules may vary  
8. **Ada** - Tuesdays, 11 a.m. to 4 p.m.  
7239 Thornapple River Dr SE, Ada  
9. **Byron Center** - Saturdays, 9 a.m. to 1 p.m.  
84<sup>th</sup> & Byron Center Avenue  
10. **Caledonia** - First Saturday of the month (June-September) 9 a.m. to 1 p.m.  
9957 Cherry Valley Ave SE, Caledonia  
11. **Grandville** - Tuesdays, 9 a.m. to 1 p.m.  
At the library  
12. **Kentwood** - Saturdays, 9 a.m. to 1 p.m.  
At the library  
13. **Metro Health** - Thursdays, 9 a.m. to 2 p.m.  
5900 Byron Center Ave SW, Wyoming  
14. **Plainfield** - Thursdays, noon to 6 p.m.  
4111 Plainfield Avenue NE, Grand Rapids  
15. **Rockford** - Saturdays, 8 a.m. to 1 p.m.  
Located in the South Squires St. parking lot off of Main St.
- KDL Little Free Library**  
16. **John Collins Park**  
650 Lakeside Dr SE, East Grand Rapids  
17. **Kent City Pavilion**  
32 S. Kent St, Kent City  
18. **Lee Street Park**  
Corner of Lee St & Homewood St, Grandville  
19. **Mill Race Park**  
3370 Carlton Park, Grandville  
20. **Plainfield Charter Township**  
6161 Belmont Ave NE, Plainfield Charter Twp.  
21. **Plainfield Senior Center**  
5255 Grand River Dr NE, Grand Rapids  
22. **York Creek Community Center**  
650 York Creek Dr NW, Comstock Park
- Circulating GoPro Cameras**  
23. **Cascade Twp. Branch**  
2870 Jacksmith Ave SE, Grand Rapids

## BRANCH HOURS

Branch	SUN	MON	TUE	WED	THU	FRI	SAT
<b>ALPINE TOWNSHIP BRANCH</b> 5255 Alpine Ave. NW, Comstock Park 49321	12:00-8:00	9:30-5:00	9:30-5:00	9:30-5:00	9:30-5:00	9:30-5:00	9:30-1:30
<b>GRANDVILLE BRANCH</b> 4055 Maple St. SW, Grandville 49418	1:00-5:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-6:00	9:30-5:00
<b>ALTO BRANCH</b> 6071 Linfield Ave., Alto 49302	9:30-1:30	9:30-8:00	9:30-8:00	9:30-6:00	9:30-6:00	9:30-1:30	
<b>KENTWOOD (RICHARD L. ROOT) BRANCH</b> 4950 Breton SE, Kentwood 49508	1:00-5:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-6:00	9:30-5:00
<b>BYRON TOWNSHIP BRANCH</b> 8191 Byron Center Ave. SW, Byron Center 49315	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>KRAUSE MEMORIAL BRANCH</b> 140 E. Bridge St., Rockford 49341	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>CALEDONIA TOWNSHIP BRANCH</b> 6260 92nd St. SE, Caledonia 49316	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>NELSON TOWNSHIP/SAND LAKE BRANCH</b> 88 Eighth St., Sand Lake 49343	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>CASCADE TOWNSHIP BRANCH</b> 2870 Jacksmith Ave. SE, Grand Rapids 49546	1:00-5:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>PLAINFIELD TOWNSHIP BRANCH</b> 2650 5-Mile Rd. NE, Grand Rapids 49525	1:00-5:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00
<b>COMSTOCK PARK BRANCH</b> 3943 W. River Dr. NE, Comstock Park 49321	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>SPENCER TOWNSHIP BRANCH</b> 14960 Meddler Ave., Gowen 49326	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>EAST GRAND RAPIDS BRANCH</b> 746 Lakeside Dr. SE, East Grand Rapids 49506	1:00-5:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>TYRONE TOWNSHIP BRANCH</b> 43 S. Main St., Kent City 49330	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>WALKER BRANCH</b> 4293 Remembrance Rd. NW, Walker 49534	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>ENGLEHARDT BRANCH</b> 200 N. Monroe St., Lowell 49331	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>WYOMING BRANCH</b> & the Library for the Blind and Physically Handicapped 3350 Michael Ave. SW, Wyoming 49509	1:00-5:00	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	
<b>GAINES TOWNSHIP BRANCH</b> 421 68th St. SE, Grand Rapids 49548	9:30-1:30	9:30-8:00	9:30-8:00	9:30-8:00	9:30-5:00	9:30-5:00	

KDL Service Center, 814 West River Center Dr. NE, Comstock Park 49321



An aerial photograph of a lush green landscape with a large, dark blue lake in the center. The sky is a clear, vibrant blue. The text '2015 FACT BOOK' is overlaid in large, white, bold letters at the top left.

# 2015 FACT BOOK

**KDL**

Kent District Library

Information.  
Ideas.  
*Excitement!*

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# History

- **1927:** Kent County Federation of Women’s Clubs begins project of library extension.
  - **1936:** Kent County Library Association formed. Kent County Library System becomes a department of the County of Kent.
  - **1994:** The Library separates from the County to form the Kent District Library, an independent taxing agency with governance by a Board of Trustees appointed by the Kent County Board of Commissioners and representing eight geographic regions of the KDL Service Area.
  - **2011:** Kent District Library celebrates 75 years of providing library service to citizens in Kent County.
  - **2014:** A ten-year 1.28 millage approved by voters.
  - **2014:** Obtained 501 (c)(3) status.
  - **2015:** Expanded the services of the Library for the Blind and Physically Handicapped by increasing the number of large print materials.
  - **2015:** Implemented a new SirsiDynix ILS (Integrated Library System) for Kent District Library.
- 

## Mission

*Information, Ideas, Excitement!*

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## Kent District Library Branches and Service Center

Kent District Library provides library services to over 395,000 customers in 27 municipalities through 18 branches located throughout Kent County. With the exception of the KDL Service Center, the library buildings are owned and maintained by the local municipality while Kent District Library provides the staff, collection, technology and programming.

# Strategic Plan 2015-2017

KDL's 2015 - 2017 Strategic Plan emphasizes connecting people to the services they need and value. The plan is simple, flexible, memorable and embraced by KDL staff. Success is measured in part by determining whether customers achieve their desired outcome through using the library. Ultimately, KDL demonstrates the positive impact of library service in our communities.

This 2016 Strategic Plan update is a supplement to the original 2015-17 Strategic Plan. It both reiterates the approved Strategic Plan, and serves as a continuation, with new activities that will help the library achieve the original desired outcomes related to KDL's service priorities: Engage the Community, Create Young Readers, Support Learning, Cultivate Creativity and Serve Senior Citizens. This update includes the proposed budget for the 2016 fiscal year.

## Millage Campaign Promises

- ☑ Offer more convenient hours at more locations.
- ☑ Meet expected increased demand for Library for the Blind and Physically Handicapped.
- ☑ Expand early literacy programs for young children and their families.
- ☑ Reduce customer wait time for popular items, especially to meet increasing demand for eBooks and other digital formats.
- ☑ Expand youth and teen collections, both in print and digital formats, to help students find what they need for school and what they want for fun.
- ☑ Upgrade KDL's wireless service to increase speed and improve customer service.
- ☑ Offer improved technology-related programming, such as computer classes offered in Spanish, and more technology assistance offered as outreach service in the community.
- ☑ Employ library staff with designated time to devote to mutually-beneficial community partnerships, especially where such partnerships benefit young children and students.

## Strategic Plan Service Priorities

### KDL ENGAGES THE COMMUNITY, PARTNERSHIPS

#### Progress on Partnership Activities:

- ☑ By September 2015, KDL administration will complete a survey of municipalities and begin working with those who are interested to place Little Free Libraries, Wi-Fi hotspots or other outreach services in their locations.

- By December 2015, KDL will create a model for partnerships that mutually contributes to organization goals and strategic initiatives. The model is specific and defined with a communication plan and consideration for multiple departments' collaboration. **[New deadline: June 2016]**
- By December 2015, KDL will present annual reports and partnership updates at all area Chamber of Commerce meetings, service clubs (where possible) and other partnership organizations' administrative meetings (such as senior centers).

## KDL ENGAGES THE COMMUNITY, VOLUNTEERS

### Progress on Volunteer-related Activities:

- By June 2015, update all volunteer forms, add them to www.kdl.org and set up an online volunteer clearinghouse with a process to manage volunteer assignments centrally. **[New deadline: June 2016]**
- By December 2015, survey current volunteers to evaluate their experiences and gain suggestions for improvements that will offer volunteers, especially senior citizens, interesting work that helps them connect with the library in meaningful ways. **[New deadline: December 2016]**
- Develop a plan for recruiting, orienting, training and recognizing volunteers, including Friends' groups.
- Develop volunteer "job descriptions" to include activities such as early literacy outreach, technology training, Little Free Library stewardships and Spanish-language services.

## KDL CREATES YOUNG READERS, EARLY LITERACY SERVICES

### Progress on Early Literacy Activities:

- KDL will continue to offer environments and activities that make reading and learning how to read fun.
- By January 2015, develop library of early literacy video tutorials.
- By December 2015, offer "1,000 Books Before Kindergarten" initiative to customers in 6 branches.
- By 2015, develop intergenerational early literacy programs, such as special grandparents' storytimes or outreach experiences with senior citizens at area childcare facilities.

## **KDL CREATES YOUNG READERS, EARLY LITERACY STUDY**

### **Progress on Early Literacy Study:**

- ☑ By December 2015, KDL will partner with Grand Rapids Public Library, Western Michigan University and the Early Childhood Investment Corporation to measure early literacy skill improvement as a result of participation in public library storytimes.

## **KDL CREATES YOUNG READERS, EARLY LITERACY EDUCATION**

### **Progress on Early Literacy Education Activities:**

- ☑ By December 2015, develop a plan for delivering early literacy outreach and programming in our communities, especially to under-served populations, including training and information for adults about the importance of early literacy.
- ☑ Develop ways to help parents incorporate early literacy in their daily interactions.

## **KDL SUPPORTS LEARNING, CONSTITUENCY-BASED COLLECTION AND PROGRAM DEVELOPMENT**

### **Progress on Collection and Program Development Activities:**

- ☑ By May 2015, KDL will perform a community survey about collection and program interests for all ages.
- ☑ By May 2015, programming staff will complete definitions of successful programs with a plan for consistent evaluation of KDL programs. All levels of programming will be targeted for audience appeal—preschool, school-age, families, teens, adults and senior citizens.

## **KDL SUPPORTS LEARNING, EDUCATIONAL PARTNERSHIPS**

### **Progress on Educational Partnership Activities:**

- ☑ By May 2015, KDL youth specialists will develop a school package detailing services, digital collections and demonstration trainings available to schools.
- ☑ By June 2015, youth services staff and the Fund Development Department will implement donor funded partnership in select schools, offering “Summer Reading @ KDL” presenter previews during school assemblies.

## **KDL SUPPORTS LEARNING, COLLECTION EXPENDITURES**

### **Progress on Collection Expenditure Activities:**

- ☑ Increase juvenile nonfiction spending 66% to \$125,000 in 2015.
- ☑ Incorporate promoting juvenile nonfiction collection into school partnership activities.

## **KDL SUPPORTS LEARNING, COMMUNITY READS**

### **Progress on Community Reads Activities:**

- By June 2015, develop a plan to offer a system-wide KDL Community Reads initiative for 2016.
- In 2016, the Communications Department will implement a significant KDL Community Reads marketing campaign. **[Ongoing]**

## **KDL SUPPORTS LEARNING, TECHNOLOGY TRAINING**

### **Progress on Technology Training Activities:**

- By February 2015, introduce Design Think concepts to the Computer Class workgroup, to support new technology training delivery model/service. Any model of service will need to account for the needs of senior citizens with new devices, as well as assisting more advanced technology users with troubleshooting questions.
- By December 2015, develop a model for customers with all levels of information fluency to receive technology instruction and assistance, whether in a branch, on the phone or at a local senior center.

## **KDL CULTIVATES CREATIVITY, OFFER CREATIVE OPPORTUNITIES**

### **Progress on Creative Opportunity Activities:**

- Contests such as Write Michigan, Kent County Teen Film Festival, Teen Poetry and a Photo Contest.
- Interactive hands-on programs like KDL Lab, Studio KDL and art carts.
- Diverse collection of materials.
- Safe environments for people to explore their creativity.
- By June 2015, investigate offering Local Indie materials in digital formats.

## **KDL CULTIVATES CREATIVITY, OFFER INSPIRATION & MOTIVATION**

### **Progress on Inspiration & Motivation Activities:**

- Incorporate into 2015 marketing plan promotion of KDL staff as friendly experts who can connect readers with the next book they will love.
- By June 2015, branch managers will shop at least one other branch and a retail space focusing on evaluating displays that help connect people with what inspires them.

## Organizational Competencies

### COLLABORATION

- Beginning in 2015, every marketing plan will identify KDL staff as a target audience and identify how best to inform them of the service.
- By June 2015, patron services staff will begin creating patron records for all web registration requests. This will speed up the web registration process by allowing branch staff to add a barcode and issue the card immediately.
- By June 2015, KDL administration will foster group collaboration and inclusiveness by ensuring that the group's chair (or leader) has input from all team members before presenting ideas to the leadership team. Tools will be developed to help organize groups' communication to all KDL stakeholders.
- By June 2015, the IT Department will implement the staff collaboration features of SharePoint. **[New deadline: June 2016]**
- By December 2016, each KDL department will implement a plan to visit with branch managers and staff annually. **[Recurring annually]**
- By December 2016, the Fund Development Department will work with branch staff to develop best practices for philanthropy at KDL, including generating branch-level donations, how to discuss donations with patrons in a positive and inspiring way and regularly communicating with donors (not just when asking for a gift). **[Recurring annually]**
- By December 2015, one or more focus groups will convene to address recommendations from the Michigan Quality Council Navigator Report, resulting in a measured quality improvement to staff working conditions and/or customer service.
- By December 2015, KDL youth specialists will work with KDL program and outreach specialists to inventory program supplies and facilitate their use by all branches.

### CONVENIENCE

- In January 2015, the Collection Development Department will decrease holds ratios for shorter wait time: digital materials, audiobooks, and books – 3:1; music and movies – 6:1.
- By March 2015, the Patron Services and the Communications Departments will create a “Call us for...” bookmark to distribute in branches, promoting conveniently available phone services to KDL customers.
- By June 2015, staff will be able to use the email alias [purchasing@kdl.org](mailto:purchasing@kdl.org) to communicate questions or concerns to the Business Office. Messages will be directed to multiple staff members to ensure a timely response.

- By June 2015, the IT Department will implement a patron printing solution that eliminates the required payment card and includes some form of printing for wireless devices. [**New deadline: June 2016**]
- By October 2015, KDL administration will evaluate all KDL meetings to determine which could be successfully accomplished without requiring travel. Software to facilitate remote meetings will be investigated. [**New deadline: December 2016**]
- By October 2015, the Communications Department will complete a comprehensive web redesign, implementing an event management system that incorporates fundraising events, creating donor-friendly online donating options and offering easy access to KDL financial information. [**New deadline: Spring 2016**]
- By October 2015, complete migration to new ILS system. Tentative timeline is as follows: By January 2015, KDL will hire an ILS librarian to work on the migration to a new ILS system. Test database made available to KDL February 2015. IT tests system March 2015. Staff training to begin in May–August 2015. Communication plan to the public goes into effect June 2015. Migration of records begins in September 2015. IT tests migration material with the help of staff in September 2015. ILS migration is to be completed by October 2015.

## FLEXIBILITY

- By January 2015, customer overdue fines for DVDs will be reduced from \$1 a day to \$0.15.
- By January 2015, the Communications Department and the Social Media Workgroup will develop marketing and content plans for each of KDL's social media venues.
- By December 2016, KDL administration will develop a Stop List, specifically identifying activities KDL will cease to engage in, in order to focus efforts on the strategic priorities identified in this document. [**Recurring annually**]
- By December 2015, the Communications Department will incorporate analytics to measure the effectiveness of advertising and social media marketing and cease unsuccessful efforts.
- By December 2015, the Fund Development Department will offer donor-friendly procedures, allowing donors the option of directing their gifts to specific projects or branches.
- By December 2015, KDL will train collection services team members to implement LEAN business practices in material handling procedures.
- By December 2015, KDL will implement recommendations from its engagement in the Baldrige Process through Michigan Quality Council. [**New deadline: December 2016**]
- By December 2015, the Collection Development Department will migrate to Baker & Taylor's TitleSource360 and add CollectionHQ's ESP module for improved collection analysis and more responsive selection.

- By December 2016, the Program and Outreach Department will work with branch staff to study the value of programming forms and deadlines to refine and streamline program planning, promotion, implementation and evaluation. **[Ongoing]**

## FRIENDLINESS

- By January 2015, new KDL employees will receive a welcome message with information about Communications and Programming Departments.
- By March 2015, the Communications Department will work with programming workgroups to capture and respond to programming ideas and market system-wide programs to KDL staff no less than two weeks before the seasonal deadline.
- By March 2015, the HR Department will negotiate compensation incentives with the UAW for staff who are bilingual, thereby creating formal recognition and placing value on such communication skills.
- By March 2015, a focus group of stakeholder employees will set out to define the “KDL Way.” Using Appreciative Process techniques, the team will articulate an organizational culture approach that is uniquely KDL.
- By June 2015, KDL’s IT Department will participate in communications training to foster and reinforce friendly customer interactions. **[New deadline: December 2016]**
- By June 2015, the IT and Patron Services Departments will revise the entire call center phone tree to better serve patrons, making it clear that they have been connected with KDL staff that can help them. **[New deadline: June 2016]**
- By October 2015, develop and implement a significant library card campaign related to Library Card Sign-up Month (September), with emphasis on new targeted audiences (such as senior citizens) and under-served populations (such as English as a Second Language Speakers). **[New deadline: 2016]**
- By December of 2015, KDL will recruit bilingual candidates during three job fairs and offer online training and testing for staff who wish to adopt second-language skills. **[New deadline: December 2016]**
- By December 2016, KDL’s HR Department will review hiring processes and compensation levels to further strengthen staff commitment and engagement to serving library customers.

## INNOVATION

- By January 2015, KDL’s Wellness Committee will complete a survey and implement results, providing activities and initiatives that support staff mental and physical well-being.

- By March 2015, the Patron Services Department and circulation managers will create a form on the Intranet to streamline the shelf check process for materials that weren't properly checked in and removed from accounts. **[New deadline: February 2016]**
- By December 2015, KDL will create a process to gather innovative ideas from all KDL team members. Recognition may be given for new ideas that have a profound positive impact on KDL's efforts to be relevant to our communities.
- By December 2015, the Digital Futures Committee will be renamed the Innovation Team, developing a protocol for considering new ideas and facilitating efforts to make them actionable.
- By December 2015, the Business Office will explore and implement a new tracking process for recording receipts (payments, donations, grants). **[New deadline: March 2016]**
- By December 2015, at least one IT staff member will become skilled in offering web-based development capability to leverage basic web application integration with KDL resources and data. **[New deadline: December 2016]**

## LEARNING

- By March 2015, programming staff will hold quarterly training sessions for new Information Services staff.
- By December 2016, KDL management will continue to improve public service through the Circulation and Information Best Practices model. Surveys will identify training needs for information staff (such as offering services and programs for senior citizens, materials advisory and technology literacy) while circulation managers will save customer service issues to determine emphasis for training. **[Ongoing]**
- By December 2016, the Business Office will survey each branch and department for training needs and implement a plan to deliver comprehensive training. **[Ongoing]**
- By December 2015, additional CollectionHQ training will be completed.
- By December 2016, the HR and Communications Departments will develop a brand for KDL's "Library2Library" training initiatives for outside libraries and organizations. **[Ongoing]**
- By December 2016, the HR Department will create an online learning library to promote the professional development of future staff. **[Ongoing]**
- By December 2015, patron services staff members will each attend at least one webinar and report on it at a monthly staff meeting. **[New deadline: December 2016]**
- By December 2015, all patron services staff members will attend at least one quarterly information services meeting.

- ☑ By December 2015, branch managers begin to explore the Harwood Institute Community Conversation methods to get community input on various issues. Activities will include a manager’s discussion of the Harwood Institute’s *The Work of Hope*, training at a management meeting and plans to begin implementing community conversations.

## TRUSTWORTHINESS

- ☐ By December 2016, the IT Department will implement a “read-only” interface of the help desk application which will allow KDL staff to track progress on support desk concerns. **[Ongoing]**
- ☐ By December 2015, all of KDL’s public financial information, meeting minutes and strategic plan progress will be available through KDL’s enhanced website in three clicks or less. **[New Deadline – Spring 2016]**
- ☐ By December of 2015, KDL management and staff in leadership roles will actively participate in training to promote behavior that encourages clear and transparent leadership. **[New deadline: December 2016]**
- ☑ By December 2015, the Fund Development Department will develop ways to ensure transparency of how donations directly benefit KDL programs and services.
- ☑ By December 2015, the patron services staff will create quarterly statistical reports regarding the amount and type of interactions in order to inform KDL staff and customers of the value of the department.
- ☑ By March 2016, the Collection Development Department will report on the patron requests received and how many were ordered/not ordered in 2015.

# Kent District Library Branches and Service Center



**ALPINE TOWNSHIP BRANCH**  
5255 Alpine Ave. NW  
Comstock Park, MI 49321



**KENTWOOD (RICHARD L. ROOT) BRANCH**  
4950 Breton SE  
Kentwood, MI 49508



**ALTO BRANCH**  
6071 Linfield Ave.  
Alto, MI 49302



**KRAUSE MEMORIAL BRANCH**  
140 E. Bridge St.  
Rockford, MI 49341



**BYRON TOWNSHIP BRANCH**  
8191 Byron Center Ave. SW  
Byron Center, MI 49315



**NELSON TOWNSHIP/ SAND LAKE BRANCH**  
88 Eighth St.  
Sand Lake, MI 49343



**CALEDONIA TOWNSHIP BRANCH**  
6260 92nd St. SE  
Caledonia, MI 49316



**PLAINFIELD TOWNSHIP BRANCH**  
2650 5-Mile Rd. NE  
Grand Rapids, MI 49525



**CASCADE TOWNSHIP BRANCH**  
2870 Jacksmith Ave. SE  
Grand Rapids, MI 49546



**SPENCER TOWNSHIP BRANCH**  
14960 Meddler Ave.  
Gowen, MI 49326



**COMSTOCK PARK BRANCH**  
3943 W. River Dr. NE  
Comstock Park, MI 49321



**TYRONE TOWNSHIP BRANCH**  
43 S. Main St.  
Kent City, MI 49330



**EAST GRAND RAPIDS BRANCH**  
746 Lakeside Dr. SE  
East Grand Rapids, MI 49506



**WALKER BRANCH**  
4293 Remembrance Rd. NW  
Walker, MI 49534



**ENGLEHARDT BRANCH**  
200 N. Monroe St.  
Lowell, MI 49331



**WYOMING BRANCH and the Library for the Blind and Physically Handicapped**  
3350 Michael Ave. SW  
Wyoming, MI 49509



**GAINES TOWNSHIP BRANCH**  
421 68th St. SE  
Grand Rapids, MI 49548



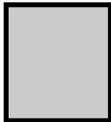
**SERVICE CENTER**  
814 West River Center NE  
Comstock Park, MI 49321



**GRANDVILLE BRANCH**  
4055 Maple St. SW  
Grandville, MI 49418

# Service Area

<p>TYRONE</p> <p>Village of KENT CITY</p> <p>Tyrone Township Branch ★</p>	<p>SOLON</p> <p>City of CEDAR SPRINGS ●</p>	<p>★ NELSON</p> <p>Nelson Township/ Sand Lake Branch</p>	<p>SPENCER</p> <p>★ Spencer Township Branch</p>
<p>SPARTA</p> <p>Village of SPARTA ●</p>	<p>ALGOMA</p>	<p>COURTLAND</p> <p>City of ROCKFORD</p> <p>★ Krause Memorial Branch</p>	<p>OAKFIELD</p>
<p>ALPINE</p> <p>★ Alpine Township Branch</p> <p>Comstock Park Branch ★</p>	<p>PLAINFIELD</p> <p>KDL Service Center ★</p> <p>Plainfield Township Branch ★</p>	<p>CANNON</p>	<p>GRATTAN</p>
<p>City of WALKER</p> <p>Walker Branch ★</p>	<p>City of GRAND RAPIDS</p>	<p>ADA</p> <p>City of EAST GRAND RAPIDS</p> <p>★ East Grand Rapids Branch</p>	<p>VERGENNES</p> <p>City of LOWELL</p>
<p>City of WYOMING</p> <p>Wyoming Branch ★ &amp; the Library for the Blind and Physically Handicapped</p> <p>★</p> <p>City of GRANDVILLE</p> <p>Grandville Branch</p>	<p>★ City of KENTWOOD</p> <p>Kentwood Branch</p>	<p>CASCADE</p> <p>★ Cascade Township Branch</p>	<p>Englehardt ★ Branch</p> <p>LOWELL</p>
<p>BYRON</p> <p>★ Byron Township Branch</p>	<p>GAINES</p> <p>★ Gaines Township Branch</p>	<p>CALEDONIA</p> <p>★ Caledonia Township Branch</p>	<p>★ BOWNE</p> <p>Alto Branch</p>

 Areas highlighted in grey are **outside** the KDL service area and include the City of Grand Rapids, City of Cedar Springs, Solon Township, Sparta Township, the Village of Sparta and the portion of Bowne and Caledonia townships within the Thornapple Kellogg school district.

# Governance and Organizational Structure

## BOARD OF TRUSTEES

The Kent District Library Board of Trustees is composed of eight members representing geographic regions of the KDL service area. Trustees must live in the region they represent. Board members are appointed for four-year terms by the Kent County Board of Commissioners based on recommendations from the eight regions. The KDL Board meets monthly. Major duties include establishing and maintaining a public library for Kent District Library, establishing library policies, employing the library director, adopting an annual budget, approving the expenditure of funds, entering into contracts and control of all KDL property.

Trustee	Area of Responsibility
Charles R. Myers, Chair	<b>Region 4:</b> City of Lowell, and Bowne, Lowell and Vergennes Townships
Vickie Hoekstra, Vice Chair	<b>Region 8:</b> City of Wyoming
Penny Weller, Treasurer	<b>Region 3:</b> City of Walker, and Plainfield and Alpine Townships
Carol Simpson, Secretary	<b>Region 1:</b> Spencer, Tyrone, Nelson and Oakfield Townships
Shirley Bruursema, Trustee	<b>Region 6:</b> City of Kentwood, and Gaines and Caledonia Townships
Lee Cook, Trustee	<b>Region 7:</b> City of Grandville and Byron Township
Scott Garrison, Trustee	<b>Region 2:</b> City of Rockford, and Cannon, Algoma, Courtland and Grattan Townships
Craig Wilson, Trustee	<b>Region 5:</b> City of East Grand Rapids, and Cascade, Ada and Grand Rapids Townships



Charles R. Myers,  
Chair



Vickie Hoekstra,  
Vice Chair



Penny Weller,  
Treasurer



Carol Simpson,  
Secretary



Shirley Bruursema,  
Trustee



Lee Cook,  
Trustee



Scott Garrison,  
Trustee



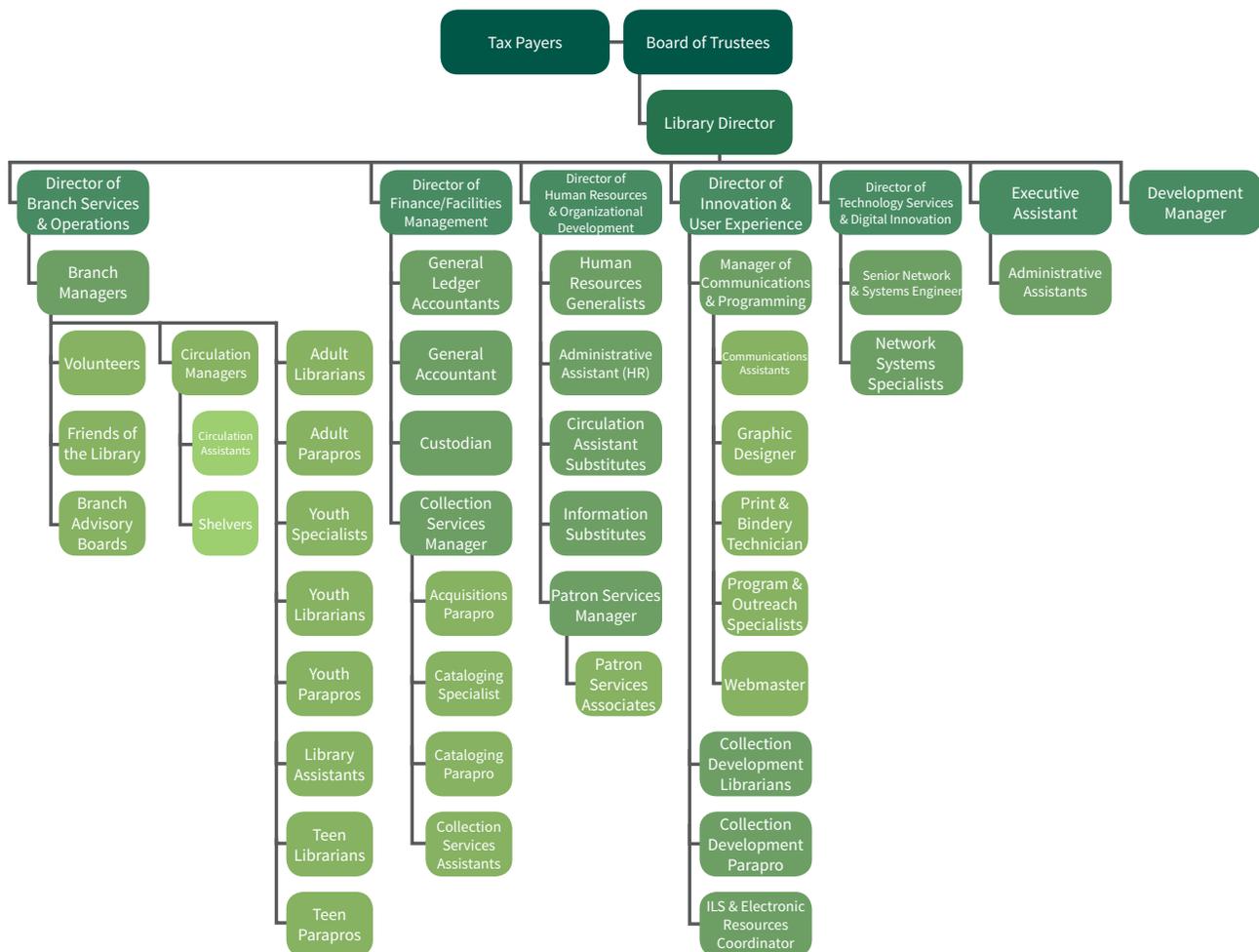
Craig Wilson,  
Trustee

## LEADERSHIP TEAM

The Kent District Library leadership team leads the staff in support of KDL's strategic plan, coordinates organizational functions and facilitates communication. Members of the leadership team are:

Position	Name
Library Director	Lance Werner
Director of Innovation and User Experience	Michelle Boisvenue-Fox
Director of Branch Services and Operations [Interim]	Craig Buno
Director of Finance	Sherry Bava
Director of Human Resources & Organizational Development	Brian Mortimore
Director of Information and Technology [Interim]	Kurt Stevens

## KENT DISTRICT LIBRARY ORGANIZATIONAL CHART



## FUND DEVELOPMENT BOARD

Kent District Library's development board is composed of community leaders who have a passion for libraries. Development board members support the mission, vision and values of Kent District Library, and act responsibly and prudently as stewards of KDL. These members work tirelessly to raise private donations that support programming, collections and special projects that enhance the library experience for all community members.



**Marcia Bennett Boyce**  
Miller Johnson



**Linda Jo Carron**  
Knape & Vogt



**Scott Ellison**  
Chemical Bank  
Library Board of Trustees



**Maureen Fitzgerald Penn**  
Penn & Ink  
Communications, Inc.



**Jamie Junod**  
Stifel Nicolaus &  
Company Inc.



**Jim Komondy**  
Law, Weathers &  
Richardson



**Charles Myers**  
Kent District Library  
Board of Trustees



**Heather Ross**  
ddm marketing



**John Schuring**  
Dickinson Wright



**Penny Weller**  
Kent District Library  
Board of Trustees



**Sherrie Willson**  
Steelcase Inc.

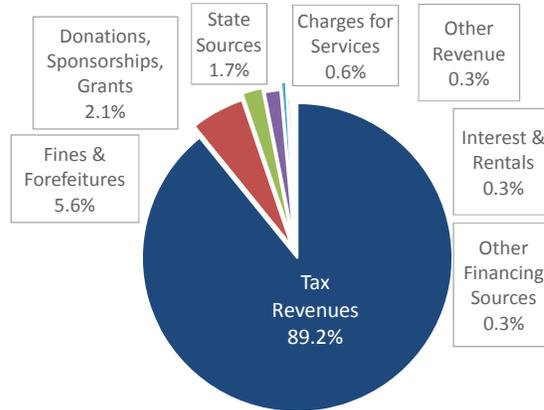


**Robert Younger**  
Zaner Bloser

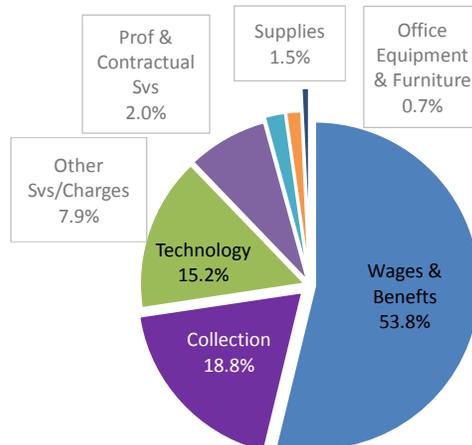
# 2015 Summary of Financial Information

## KENT DISTRICT LIBRARY 2015 SUMMARY FINANCIAL INFORMATION GENERAL FUND

REVENUE	
Tax Revenues - Millage (1.28mills)	19,731,194
Fines & Forefeitures	1,240,239
Donations, Sponsorships, Grants	470,925
State Sources	368,566
Charges for Services	125,995
Other Revenue	66,787
Interest & Rentals	59,411
Other Financing Sources	58,943
<b>TOTAL REVENUES</b>	<b>\$ 22,122,060</b>



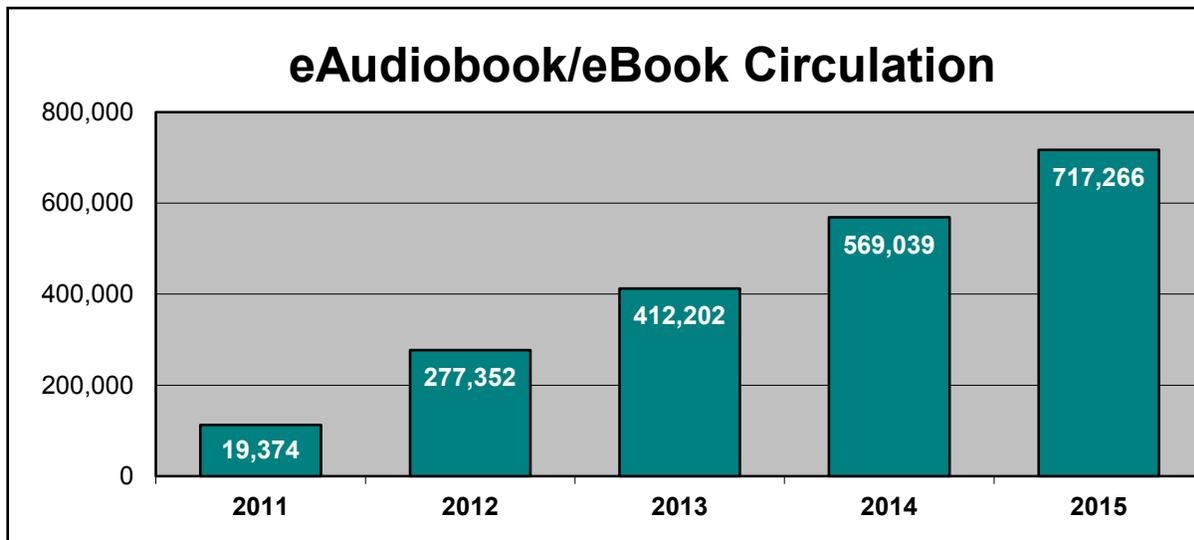
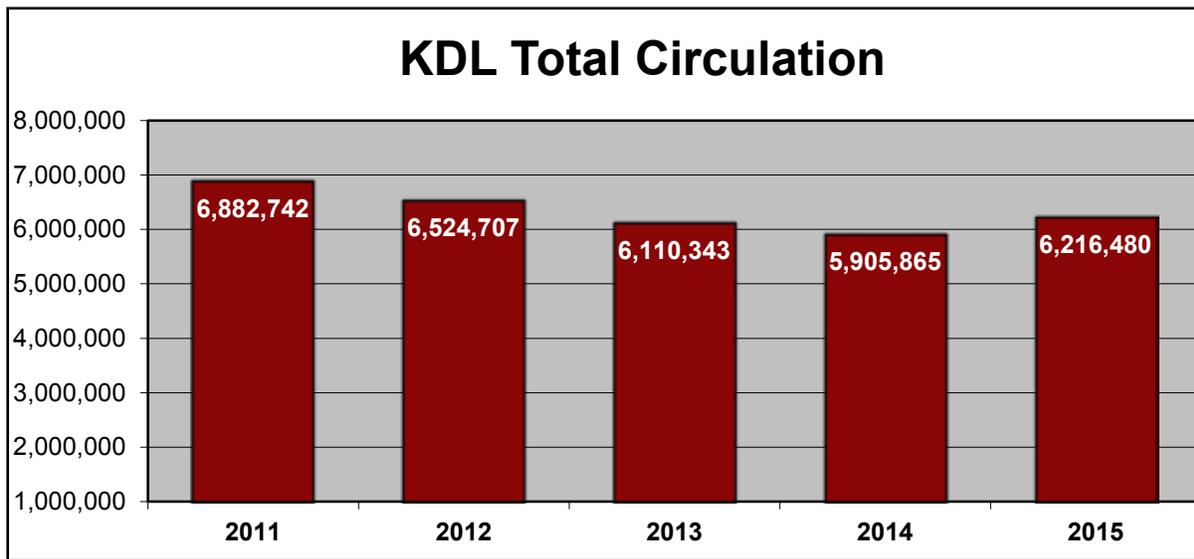
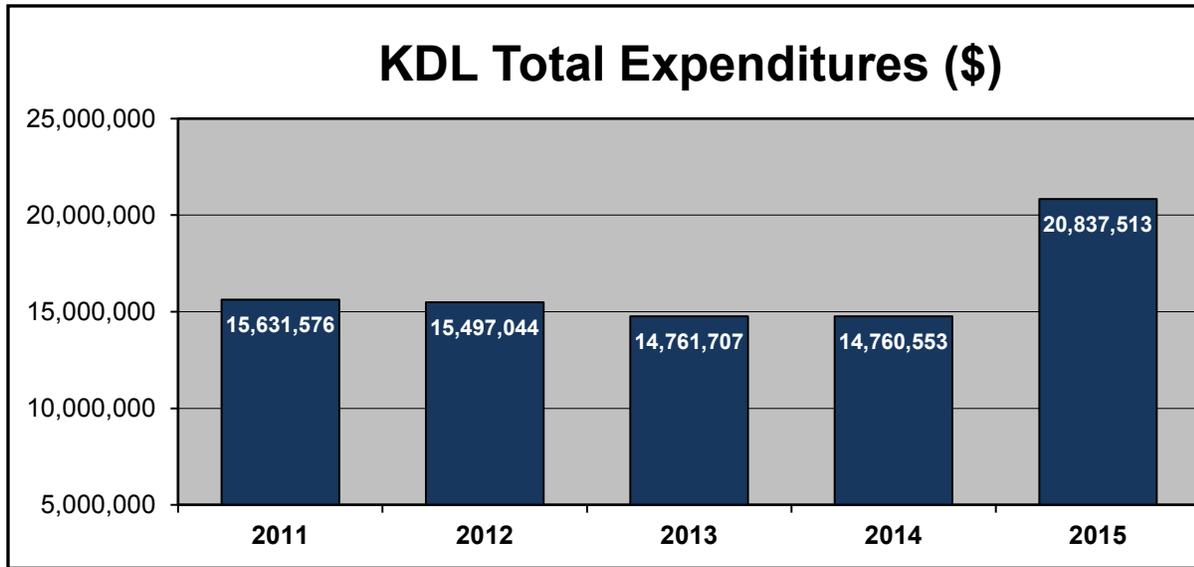
EXPENDITURES	
Wages & Benefits	11,206,039
Books & Materials	3,924,316
Technology (all expenses related to)	3,173,582
Other Svs/Charges	1,651,961
Professional & Contractual Services	416,506
Supplies	310,565
Office Equipment & Furniture	154,545
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,837,513</b>



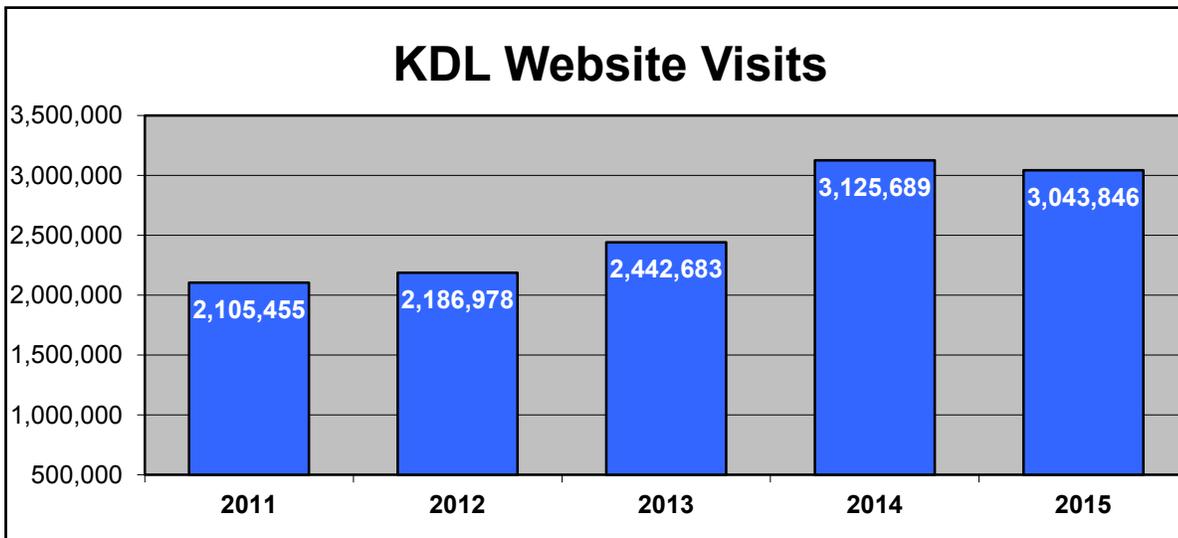
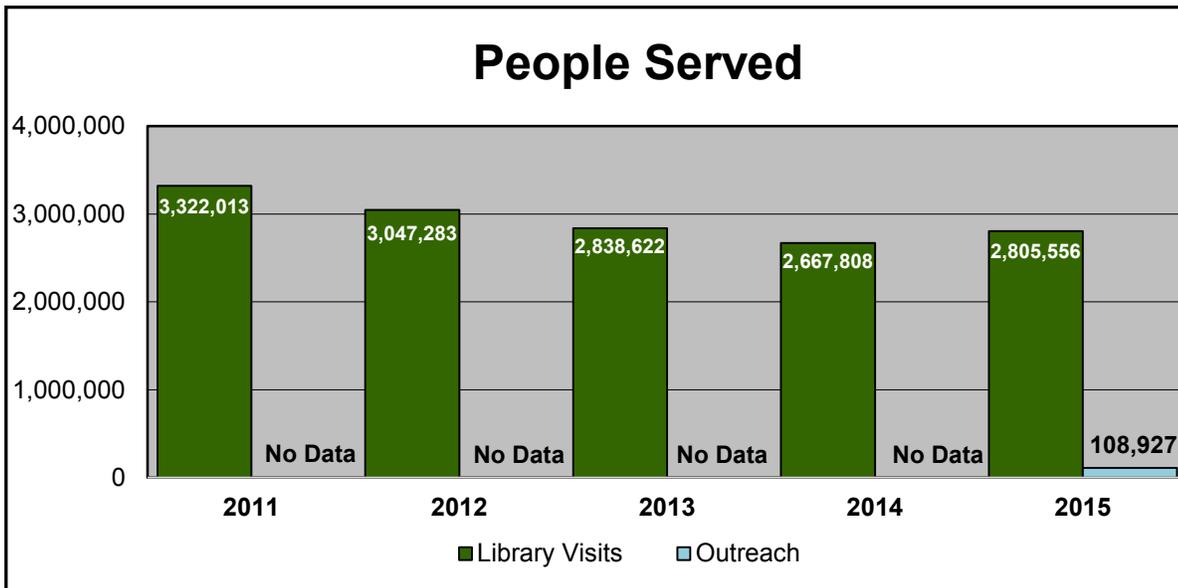
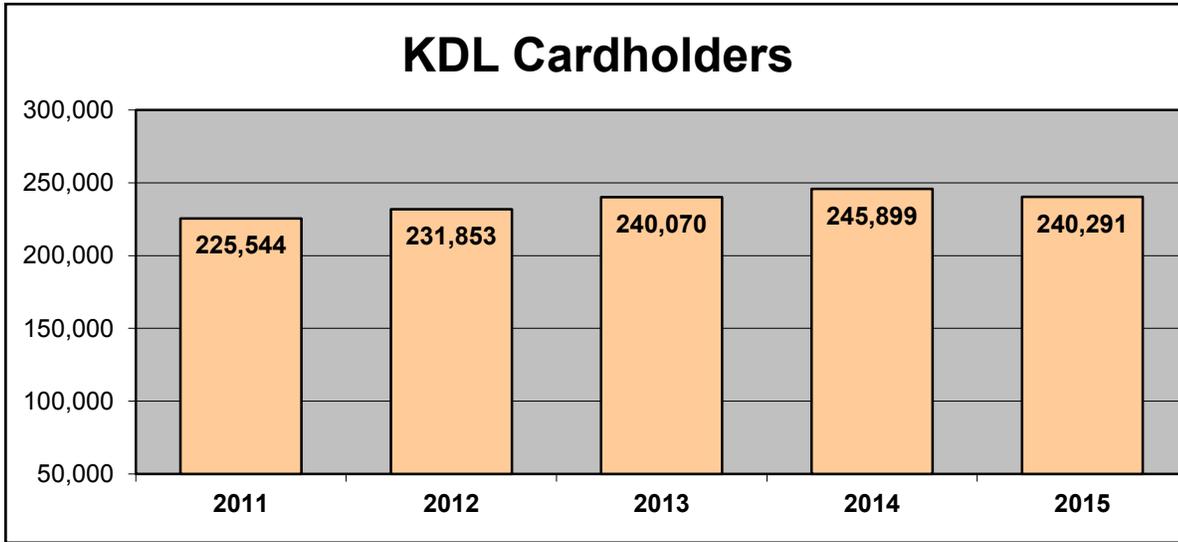
Total Fund Balance 2015	5,476,642
Fund Balance - Unspendable (Prepays)	(164,831)
Fund Balance - Assigned	(233,851)
Fund Balance - Restricted by Contributors	(53,868)
Fund Balance - Board Committed - Capital Projects	(815,300)
<b>TOTAL UNDESIGNATED FUND BALANCE</b>	<b>\$4,208,792</b>

The above numbers have been derived from the 2015 Financial Statements. Complete audited Annual Financial Statements will be available after June 2016.

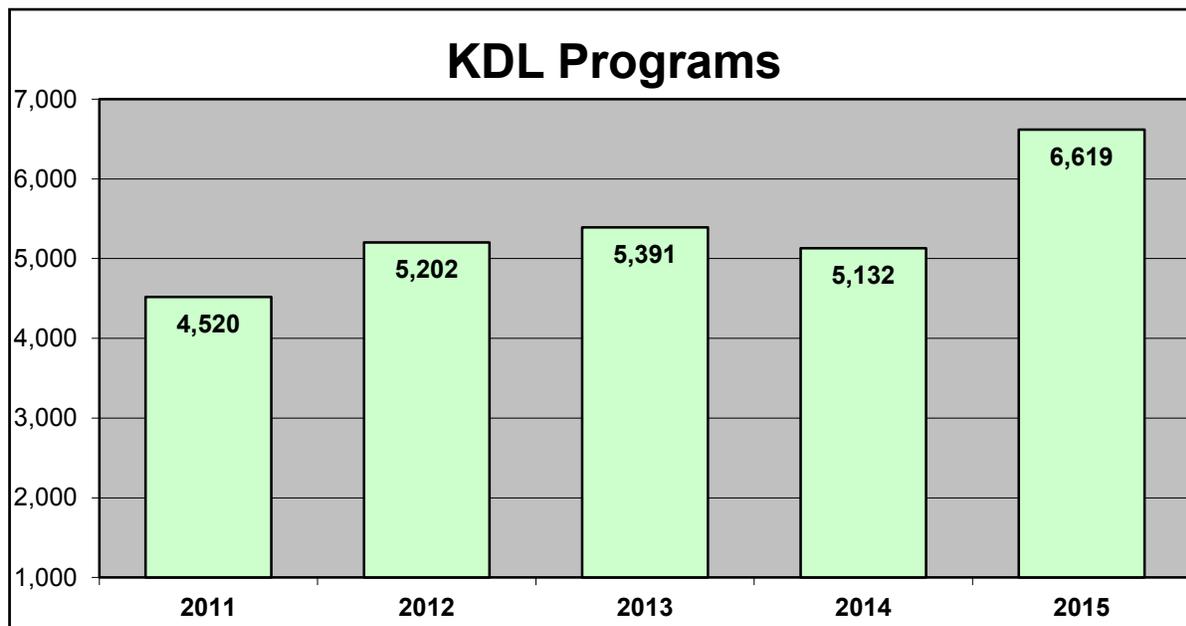
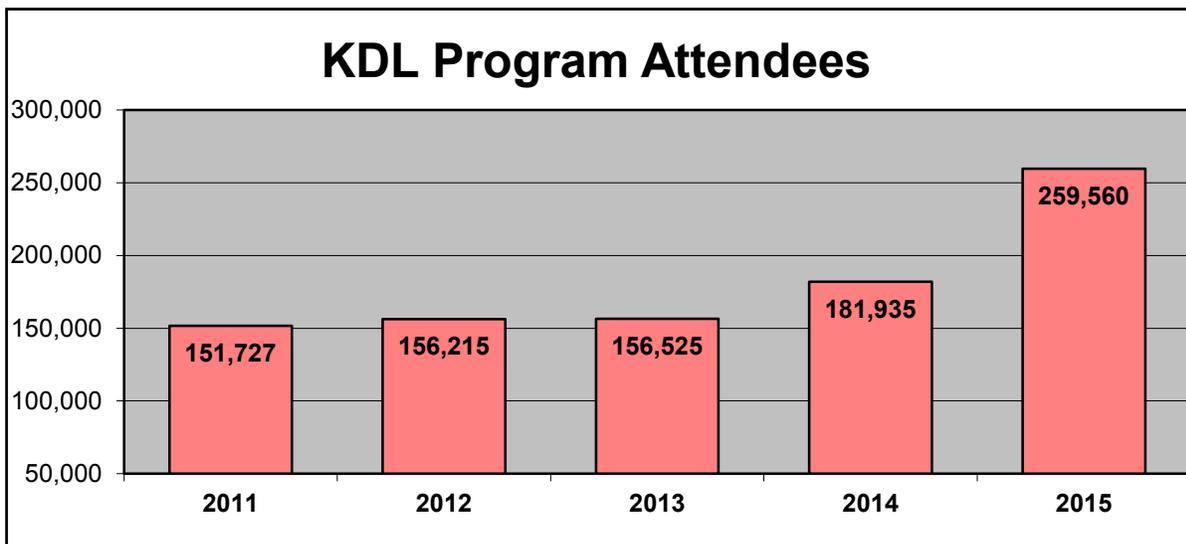
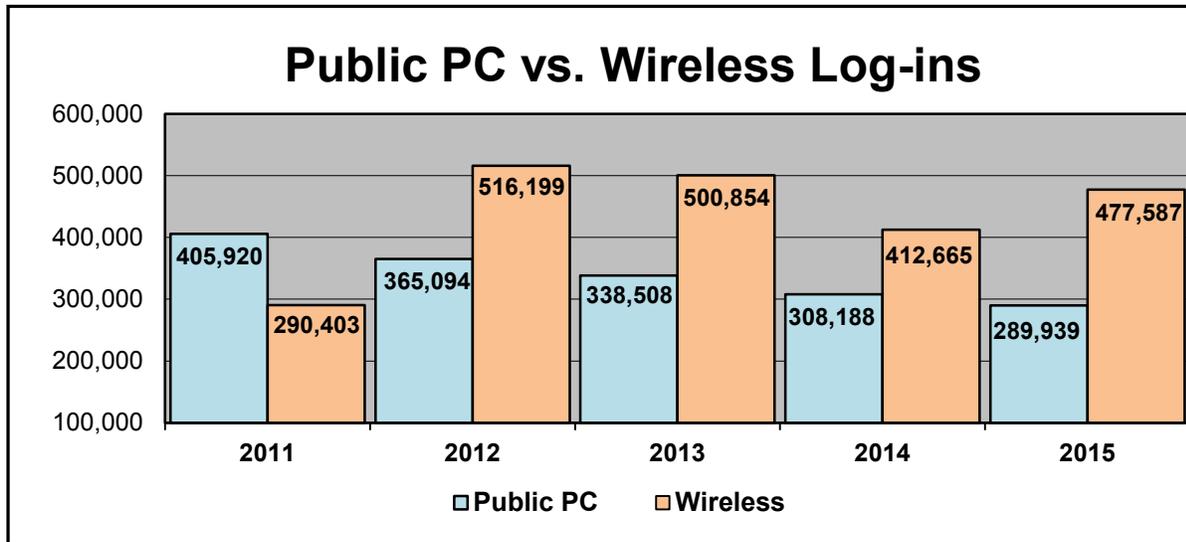
# 2015 Statistical Trends



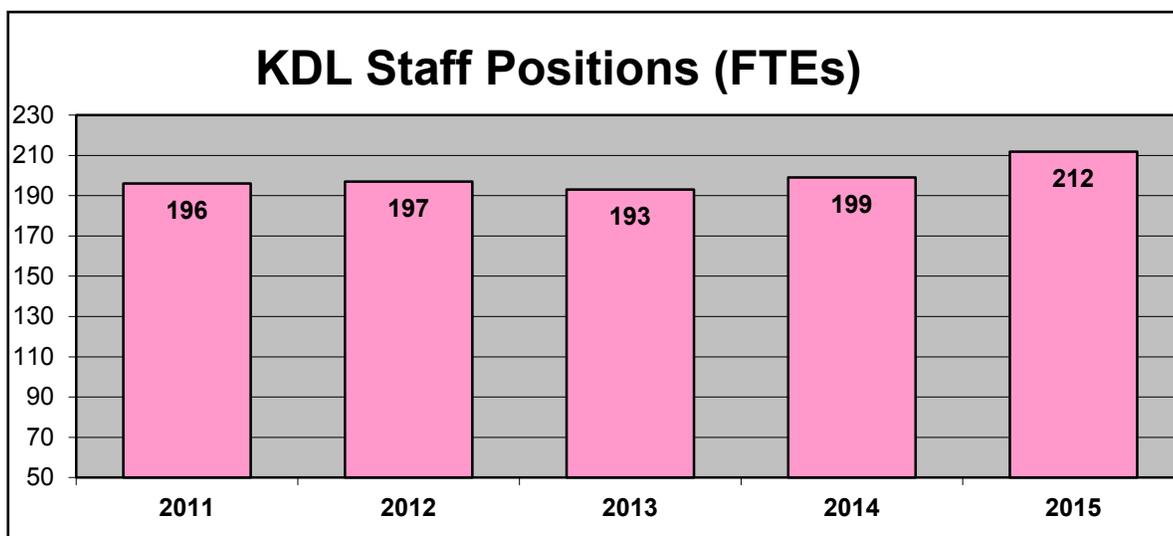
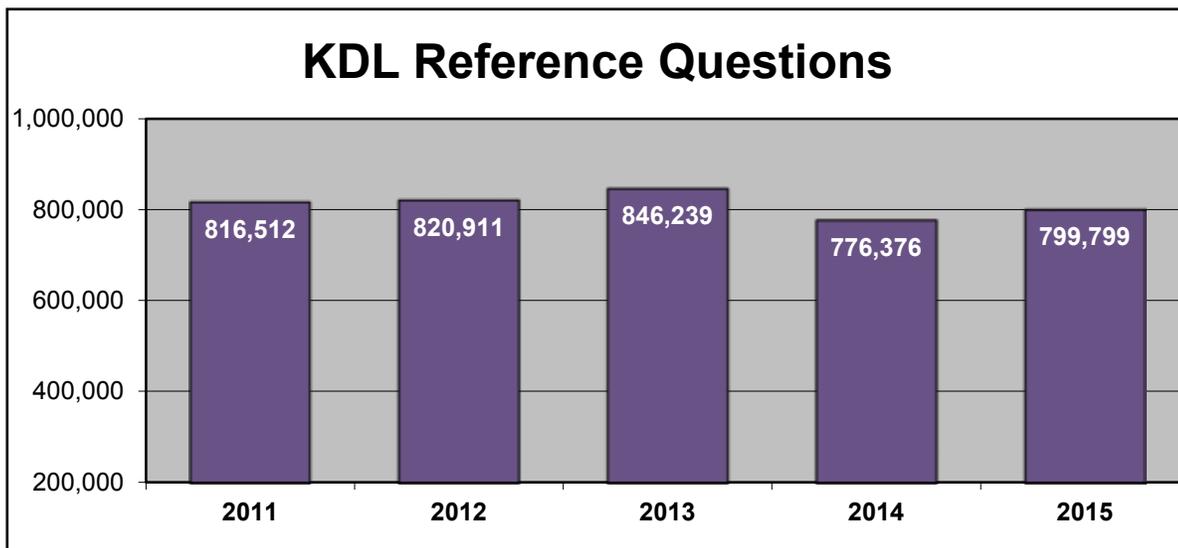
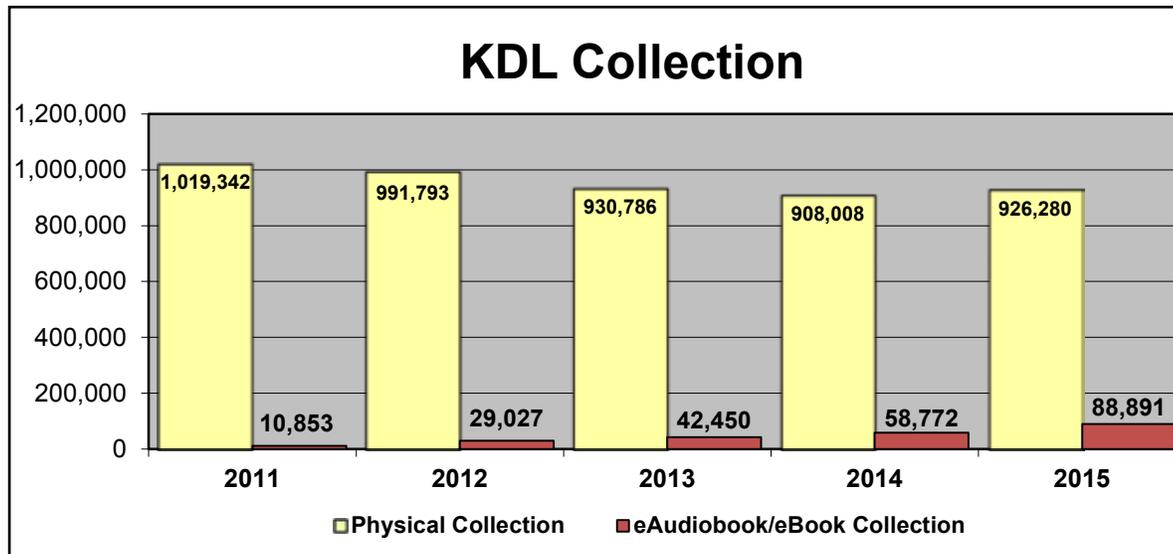
# 2015 Statistical Trends (cont.)



## 2015 Statistical Trends (cont.)



## 2015 Statistical Trends (cont.)



# 2015 Statistical Information

## Circulation

Adult fiction	700,970	
Express books	153,839	
Juvenile fiction	1,507,631	
Teen fiction	220,676	
Reference	7,793	
Adult non-fiction	441,732	
Juvenile non-fiction	269,152	
Teen non-fiction	10,162	
Periodicals	100,337	
Large print	65,038	
CD-ROMs	58	
Audiobooks	191,602	
DVDs and Blu-ray	1,115,247	
Music CDs	182,059	
Video games	43,472	
Kits	9,834	
Braille items	379	
LBPH (Library for the Blind and Physically Handicapped)	69,837	
Miscellaneous	4,312	
Interloans (Jan. - Sept.)	20,709	
MeLCat	8,941	
Digital Downloads	eAudiobooks	170,649
	eBooks	546,617
	eMagazines	31,227
	eMovies	15,042
	eMusic	333,824
<b>Total Circulation</b>	<b>6,216,480</b>	

## Collection

Number of books	734,193
Number of periodicals	30,190
Number of audio (audiobooks and music CDs)	80,984
Number of videos (DVDs and Blu-ray)	73,263
Number of video games	5,799
Number of CD-ROMs (no longer purchasing)	37
Number of kits	261
Number of Braille items	305
Number of miscellaneous items	1,248
<b>Total physical items in the library collection at year-end</b>	<b>926,280</b>

## Collection (continued)

Number of electronic audiobooks (eAudiobooks)	19,346
Number of electronic books (eBooks)	69,545
<b>Total digital items in the library collection at year-end</b>	<b>88,891</b>
Number of subscriptions	1,874
Number of licensed databases – Local	25
Number of licensed databases – State	44
<b>Number of licensed databases – Total</b>	<b>69</b>

## Human Resources

Number of MLS librarians	67
Full-time equivalent of MLS librarians	59.325
Number of non-MLS librarians	2
Full-time equivalent of non-MLS librarians	2
Number of other paid staff	229
Full-time equivalent of other paid staff	150.525
Total number of staff	298
Total full-time equivalents (FTEs)	211.85
Total hours per week worked by MLS librarians	2,373
Total hours per week worked by all staff	8,474
Staff training hours	5,727

## Inter-Library Loan (ILL) & Reciprocal Borrowing

ILL items borrowed by KDL patrons from other libraries	76,378
ILL items loaned by KDL to patrons from other libraries	20,709
MeLCat items borrowed by KDL from other libraries	8,941
MeLCat items loaned by KDL to other libraries	4,284
Items reciprocally borrowed by KDL patrons at other libraries	*54,979
Items reciprocally borrowed by patrons from other libraries at KDL	767,113

\*Statistics were not available for items borrowed from GRPL by KDL patrons.

## Library for the Blind and Physically Handicapped (LBPH)

Number of registered patrons	1,029
Total circulation	66,424

# 2015 Statistical Information (cont.)

## Patron Services: Centralized Phone Center

Telephone calls received		67,389	
Percentage of calls handled (i.e., not transferred to branch staff)		86%	
Calls (by type)	<b>Type</b>	<b>Total Calls</b>	<b>% of Total</b>
	Circulation	25,142	37%
	Directional	3,797	6%
	Program Registration	2,411	4%
	Reference	26,371	39%
	Transfers to Branch Staff	9,668	14%

## Programs

Type	# of Events	# of Participants
Private programs (tours, workshops, etc.)	1,674	117,259
Programs for young children	2,460	74,551
Programs for school age children	348	8,982
Programs for teens	340	7,041
Programs for adults	1,062	12,188
Programs for all ages	735	39,539
<b>Total</b>	<b>6,619</b>	<b>259,560</b>

## Summer Reading Program

Participants (based on age)	Total
Youth (birth - Grade 5)	20,588
Teen (grades 6-12)	6,238
Adult (18 and up)	6,443
<b>Total</b>	<b>33,269</b>
Completers	Total
Babies (0-24 months)	764
Pre-Readers (2-3 years)	1,248
Youth (4 years - grade 5)	6,746
<b>Total</b>	<b>8,758</b>

## Technology

Number of computers for staff	242
Number of computers for public	326
Number of patron log-ins to public computers	289,939
Number of patron log-ins to wireless network	477,587
Number of self check-out units	41
Number of self check-in units	11
Most concurrent patrons using the wireless network	630
Most concurrent patrons using the wireless network	580

## Volunteers

Number of Volunteers		Total
Adults	276	684
Teens (Summer Reading Program)	408	
Volunteer Hours		Total
Adults	2,897	9,769
Teens (Summer Reading Program)	6,872	

## Website

Number of visits (includes mobile website visits)	3,043,846
Average visits per day	8,339
Number of visits to KDL's eBook/eAudiobook site	7,381,778
Number of visits to What's Next?: Books in Series site	2,529,623
Number of visits to KDL databases	104,413
Number of Ask KDL questions answered	532
Number of Personalized Picks lists created	199
Number of KDL Blog Posts	281
Number of KDL Blog Comments	238

## Annual Counts

Library visits	2,805,556
Outreach Attendance	107,546
Population of service area (2010 U.S. Census)	395,660
Cardholders (library registrations)	240,291
Information requests/computer assistance	799,799
Total annual open hours	50,044
Total weekly public service hours	62

## 2015 Statistical Information (cont.)

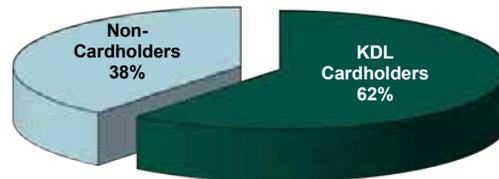
### Per Capita Measures

Circulation per capita		14.9
Circulation per registered borrower		24.0
Collection turnover rate (i.e., circulation/collection)		6.1
Expenditure per capita		\$37.50
Express check-out as a percentage of total customer check-out		86.5%
Holdings per capita		2.4
Program attendance per capita		.66
Public internet use per capita (PC & wireless log-ins)		1.94
Reference transactions per capita		2.0
Registration as a percentage of population		62%
Visits per capita	<b>In Person</b>	<b>Virtual (Website)</b>
	<b>6.7</b>	<b>7.9</b>

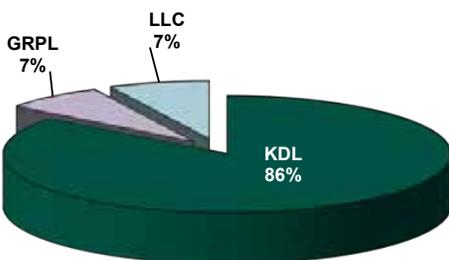
**KENT DISTRICT LIBRARY FACTS**

**Library Director:** Lance Werner  
**Population of Service Area:** 395,660  
**Physical Collection Size:** 926,280  
**Digital Collection Size:** 88,891  
**Public Computers:** 326  
**Staff:** 212 FTEs  
**Open Hours:** 998 hrs/wk

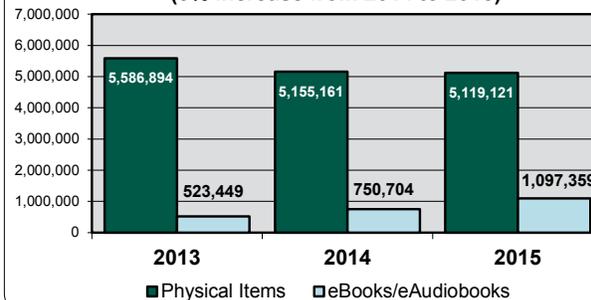
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



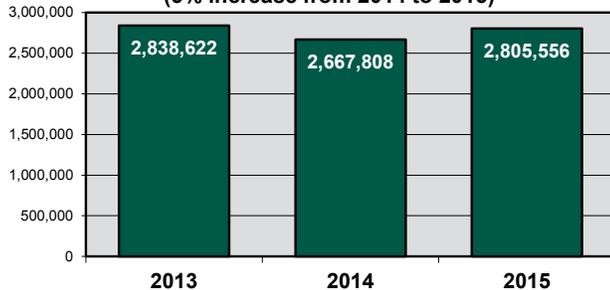
**BRANCH CHECK-OUTS BY RESIDENT**



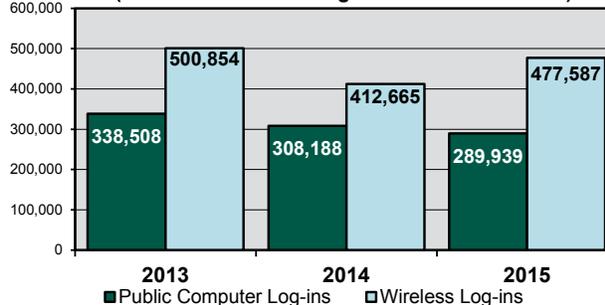
**TOTAL ITEMS CHECKED-OUT (5% increase from 2014 to 2015)**



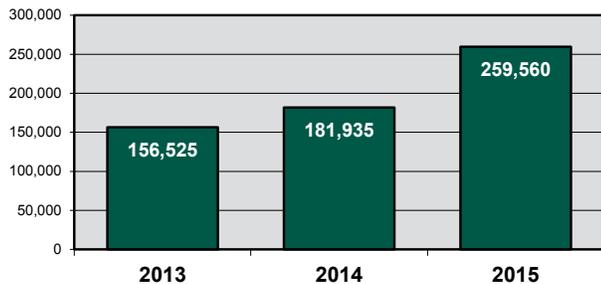
**TOTAL PEOPLE SERVED (5% increase from 2014 to 2015)**



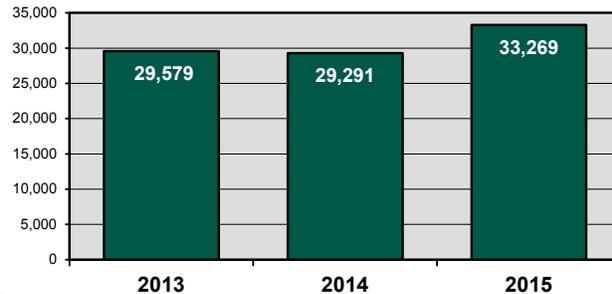
**TOTAL BRANCH COMPUTER LOG-INS (6% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (43% increase from 2014 to 2015)**



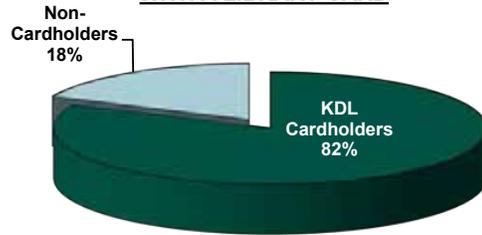
**TOTAL SUMMER READING PARTICIPANTS (14% increase from 2014 to 2015)**



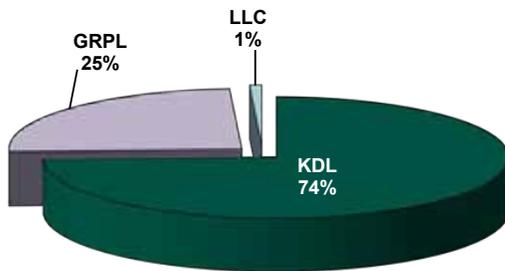
**BRANCH FACTS**

**Branch Manager:** Dawn Lewis  
**Population of Service Area:** 10,694  
**Building Size:** 26,950 square feet  
**Public Computers:** 20  
**Staff:** 13.65 FTEs  
**Open Hours:** 62 hrs/wk

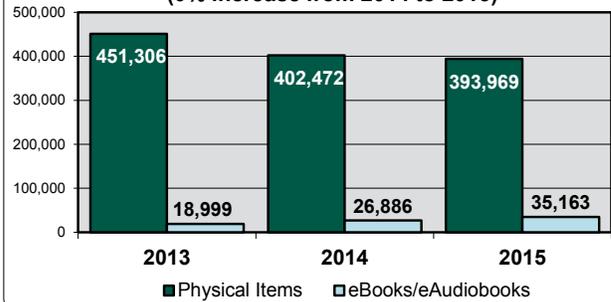
**PERCENTAGE OF POPULATION WITH A LIBRARY CARD**



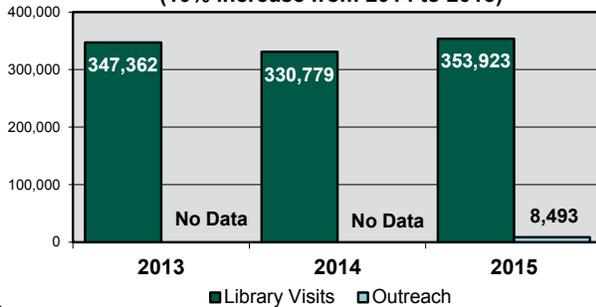
**BRANCH CHECK-OUTS BY RESIDENT**



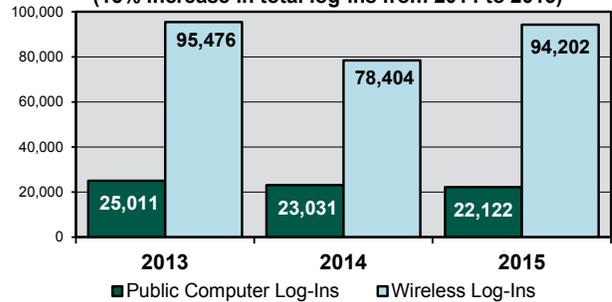
**TOTAL ITEMS CHECKED-OUT (0% increase from 2014 to 2015)**



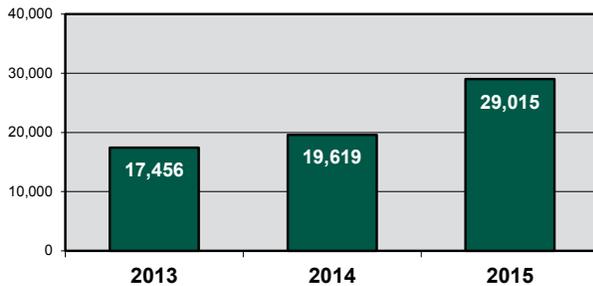
**TOTAL PEOPLE SERVED (10% increase from 2014 to 2015)**



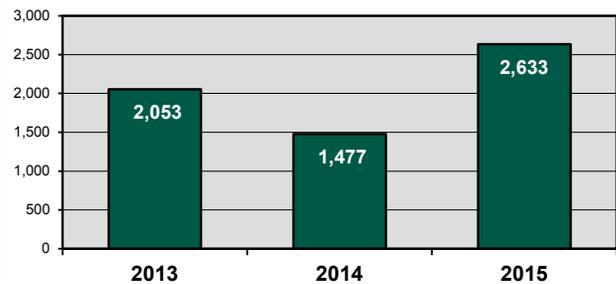
**TOTAL BRANCH COMPUTER LOG-INS (15% increase in total log-ins from 2014 to 2015)**



**TOTAL PROGRAM ATTENDANCE (48% increase from 2014 to 2015)**



**TOTAL SUMMER READING PARTICIPANTS (78% increase from 2014 to 2015)**



# 2015 Peer Comparison

## SUMMARY OF THE RANKINGS

### *National Comparison*

The national comparison included 22 peer libraries that have between 12-20 branch outlets and a service area population ranging from 250,000 to 500,000 people. A full statistical chart showing rankings and peer comparison data follows this summary.

The following table highlights KDL's area-specific ranking in relation to its peer libraries:

Area	KDL 2015 Rank	KDL 2014 Rank	Area	KDL 2015 Rank	KDL 2014 Rank
Collection turnover rate*	1 <sup>st</sup>	1 <sup>st</sup>	Population of service area	9 <sup>th</sup>	10 <sup>th</sup>
Total Circulation (downloadables)	2 <sup>nd</sup>	1 <sup>st</sup>	Total expenditures for all electronic materials	9 <sup>th</sup>	8 <sup>th</sup>
Reference transactions per capita	3 <sup>rd</sup>	2 <sup>nd</sup>	Registrations (cardholders)	11 <sup>th</sup>	12 <sup>th</sup>
Salaries as a % of expenditures	3 <sup>rd</sup>	6 <sup>th</sup>	Total program attendance	11 <sup>th</sup>	11 <sup>th</sup>
Circulation per capita	4 <sup>th</sup>	4 <sup>th</sup>	Registrations as a % of population	12 <sup>th</sup>	12 <sup>th</sup>
Total visits	4 <sup>th</sup>	2 <sup>nd</sup>	Collection size	13 <sup>th</sup>	13 <sup>th</sup>
Total circulation (all materials)	5 <sup>th</sup>	4 <sup>th</sup>	Holdings per capita	15 <sup>th</sup>	16 <sup>th</sup>
Total expenditures for eBooks	5 <sup>th</sup>	5 <sup>th</sup>	Materials expenditures per capita	15 <sup>th</sup>	11 <sup>th</sup>
Website visits per capita	5 <sup>th</sup>	7 <sup>th</sup>	Staff expenditures per capita	17 <sup>th</sup>	16 <sup>th</sup>
Materials as a % of expenditures	6 <sup>th</sup>	3 <sup>rd</sup>	Total operating expenditures	17 <sup>th</sup>	17 <sup>th</sup>
Visits per capita	6 <sup>th</sup>	5 <sup>th</sup>	Expenditures per capita	18 <sup>th</sup>	17 <sup>th</sup>
Public service hours	6 <sup>th</sup>	7 <sup>th</sup>	Total operating income	18 <sup>th</sup>	17 <sup>th</sup>

*\*Collection turnover rate measures the activity of a library's collection. It indicates the number of times each library item would have circulated during the year if circulation had been spread evenly throughout the entire collection. It is calculated by dividing the library's total annual circulation by total library holdings.*

## SUMMARY OF THE RANKINGS

### State Comparison

The only criteria for entry in the library peer group for the state comparison is that a library must be in the state of Michigan and serve a population of at least 75,000 people (as reported in the *Public Library Data Service Statistical Report 2015*<sup>1</sup>). This year's state comparison included 15 peer libraries. A full statistical chart showing rankings and peer comparison data follows this summary.

The following table highlights KDL's area-specific ranking in relation to its peer libraries in Michigan:

Area	KDL 2015 Rank	KDL 2014 Rank	Area	KDL 2015 Rank	KDL 2014 Rank
Public service hours	1 <sup>st</sup>	1 <sup>st</sup>	Materials as a % of expenditures	2 <sup>nd</sup>	2 <sup>nd</sup>
Total circulation (downloadables)	1 <sup>st</sup>	1 <sup>st</sup>	Total circulation (all materials)	2 <sup>nd</sup>	2 <sup>nd</sup>
Total expenditures for all electronic materials	1 <sup>st</sup>	1 <sup>st</sup>	Visits per capita	2 <sup>nd</sup>	2 <sup>nd</sup>
Total expenditures for eBooks	1 <sup>st</sup>	1 <sup>st</sup>	Collection turnover rate	3 <sup>rd</sup>	3 <sup>rd</sup>
Collection size	2 <sup>nd</sup>	2 <sup>nd</sup>	Reference transactions per capita	3 <sup>rd</sup>	1 <sup>st</sup>
Population of service area	2 <sup>nd</sup>	2 <sup>nd</sup>	Circulation per capita	4 <sup>th</sup>	4 <sup>th</sup>
Registrations (card holders)	2 <sup>nd</sup>	2 <sup>nd</sup>	Materials expenditures per capita	6 <sup>th</sup>	5 <sup>th</sup>
Salaries as a % of expenditures	2 <sup>nd</sup>	4 <sup>th</sup>	Registrations as a % of population	6 <sup>th</sup>	8 <sup>th</sup>
Total operating expenditures	2 <sup>nd</sup>	2 <sup>nd</sup>	Website visits per capita	6 <sup>th</sup>	6 <sup>th</sup>
Total operating income	2 <sup>nd</sup>	2 <sup>nd</sup>	Expenditures per capita	12 <sup>th</sup>	11 <sup>th</sup>
Total program attendance	2 <sup>nd</sup>	2 <sup>nd</sup>	Staff expenditures per capita	12 <sup>th</sup>	13 <sup>th</sup>
Total visits	2 <sup>nd</sup>	2 <sup>nd</sup>	Holdings per capita	13 <sup>th</sup>	12 <sup>th</sup>

<sup>1</sup>Public Library Data Service Statistical Report 2015, [Public Library Association](#), June 2015 (Based on 2014 fiscal year data)

# 2015 National Peer Comparison Data

Library	Annual Use										Current Salaries			
	Registrations as % of Population	Circulation per Capita	Circulation Per Registered Borrower	Visits per Capita	Website Visits per Capita	Reference Trans. per Capita	Total Circulation (all materials)	Total Circulation (downloadable materials only)	Total Reference Transactions	Total Visits	Total Program Attendance	Director	Beginning Librarian	Total Salaries
Shreve Memorial Library (LA)	66.5%	4.2	6.3	5.3	5.0	2.2	1,070,082	95,691	562,588	1,353,408	114,791	126,984	41,850	6,577,936
San Mateo County Library (CA)	62.9%	12.0	19.1	7.4	8.6	0.8	3,315,886	144,000	214,930	2,035,416	212,479	176,832	54,708	8,115,962
Saint Paul Public Library (MN)	101.9%	9.1	8.9	6.8	5.1	1.3	2,584,219	313,818	381,647	1,951,938	118,703	130,451	51,087	8,098,499
Saint Louis Public Library (MO)	23.8%	7.5	31.4	7.3	8.3	1.0	2,379,586	187,001	318,461	2,317,373	222,612	165,000	34,000	11,385,361
Alachua County Library District (FL)	65.7%	14.2	21.6	6.2	5.2	1.1	3,562,732	614,982	283,416	1,560,918	143,986	120,577	41,663	7,322,192
Central Arkansas Library System (AR)	55.9%	8.2	14.7	6.7	2.2	1.1	2,786,226	331,966	355,345	2,249,570	233,871	135,910	36,500	8,576,053
Charleston County Public Library System (SC)	75.1%	9.4	12.6	5.2	0.0	1.8	3,301,695	349,823	615,009	1,834,352	209,965	129,787	36,733	7,634,912
Allen County Public Library (IN)	93.8%	35.0	37.3	6.7	5.3	0.8	12,443,146	7,207,689	287,145	2,382,417	198,034	140,000	37,710	10,148,959
St. Charles City-County Library District (MO)	38.7%	19.4	50.1	5.4	3.4	1.8	6,991,006	395,248	645,171	1,949,691	116,859	125,124	46,452	9,424,786
New Orleans Public Library (LA)	36.1%	2.8	7.7	3.0	4.2	1.9	1,070,599	73,517	728,187	1,142,285	58,886	145,412	33,524	6,018,125
Ventura County Library (CA)	111.7%	2.9	2.6	4.1	0.0	0.1	720,326	62,259	25,087	103,675	49,378	144,804	43,980	3,059,388
Akron-Summit County Public Library (OH)	81.5%	13.9	17.0	7.4	6.0	1.2	5,241,713	252,369	452,348	2,784,756	244,679	115,507	37,206	11,404,460
<b>Kent District Library (MI)</b>	<b>62.1%</b>	<b>14.9</b>	<b>24.0</b>	<b>6.7</b>	<b>7.9</b>	<b>2.0</b>	<b>5,905,865</b>	<b>750,704</b>	<b>776,376</b>	<b>2,667,808</b>	<b>181,935</b>	<b>133,875</b>	<b>41,226</b>	<b>7,902,322</b>
Fort Vancouver Regional Library District (WA)	58.8%	9.4	16.0	4.5	2.0	0.4	4,373,949	549,155	175,242	2,069,710	148,649	135,000	39,811	8,879,571
Oakland Public Library (CA)	68.2%	6.0	8.7	5.1	5.1	0.9	2,594,878	118,198	369,017	2,174,567	183,452	156,480	58,128	12,700,755
Johnson County Library (KS)	65.0%	14.4	22.1	6.0	0.0	0.4	6,244,164	198,197	162,711	2,614,208	138,760			9,995,017
Jefferson Parish Library (LA)	21.7%	3.8	17.6	2.8	3.0	1.1	1,664,519	92,039	471,957	1,208,536	58,997	82,688	32,984	6,940,999
Washoe County Library System (NV)	0.0%	4.9	0.0	2.7	2.6	0.7	2,106,197	96,808	288,848	1,172,719	78,344	122,907	47,195	5,787,752
East Baton Rouge Parish Library (LA)	77.8%	5.1	6.6	5.0	4.6	2.0	2,275,132	288,104	898,255	2,230,096	472,075	100,202	36,560	13,525,599
Toledo-Lucas County Public Library (OH)	69.2%	15.2	21.9	7.0	33.4	1.8	6,699,498	579,616	780,572	3,097,328	182,973	195,417	43,080	16,006,609
Carnegie Library of Pittsburgh (PA)	46.2%	8.1	17.5	6.5	7.9	0.9	3,608,582	294,001	419,415	2,900,850	297,978	188,890	40,000	13,717,401
Lake County Library System (FL)	25.3%	6.0	23.7	5.8	2.0	1.0	1,857,583	136,371	306,554	1,797,954	122,338	77,501	30,400	3,600,510
<b>KDL Ranking (out of 22)</b>	<b>13</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>11</b>	<b>11</b>	<b>10</b>	<b>14</b>

# 2015 State Peer Comparison Data

Library	Library				Annual Use						Current Salaries		
	Circulation Per Registered Borrower	Visits per Capita	Website Visits per Capita	Reference Trans. per Capita	Total Circulation (all materials)	Total Circulation (downloadable materials only)	Total Reference Transactions	Total Visits	Total Program Attendance	Director	Beginning Librarian	Total Salaries	
Ypsilanti District Library	11.9	5.4	9.4	2.2	772,536	30,835	185,678	450,243	38,623	112,219	38,757	1,888,094	
Canton Public Library	17.1	5.4	7.8	0.7	1,528,919	58,267	64,208	483,898	29,267	103,485	40,794	2,219,956	
Dearborn Public Library	-	3.9	0.0	0.9	610,239	32,144	90,000	385,723	23,901		50,184	2,040,680	
Rochester Hills Public Library	26.2	5.5	1.5	0.0	1,836,358	116,999		554,970	25,683	148,041	39,497	2,359,700	
Herrick District Library	-	5.2	0.0	0.7	1,442,873	161,295	72,559	530,482	46,343		54,059	1,924,002	
Flint Public Library	5.0	1.8	14.6	0.5	171,022	9,988	46,200	187,680	23,956	99,000	39,696	1,567,337	
Kalamazoo Public Library	23.4	6.3	15.9	2.4	1,780,113	86,173	297,089	780,585	79,858	129,487	47,348	4,699,395	
Sterling Heights Public Library	10.8	3.0	7.1	0.5	536,485	38,346	68,052	384,063	15,712	111,820	26,744	1,233,095	
Monroe County Library System	16.1	4.2	44.8	0.3	1,152,574	68,805	47,604	633,308	67,874	100,797	39,811	3,616,096	
Ann Arbor District Library	69.2	9.7	29.6	0.2	8,528,270	362,961	27,065	1,593,844	82,838	147,408	46,200	5,775,008	
Clinton-Macomb Public Library	12.1	3.2	0.0	0.0	1,586,210	24,287		542,790		102,871	41,896	2,147,022	
Grand Rapids Public Library	25.2	4.8	2.9	1.2	1,620,854	84,967	233,084	896,755	24,128	130,511	51,226	4,602,893	
Capital Area District Library	-	5.6	5.1	1.1	2,859,236	195,191	272,656	1,342,529	75,524	110,344	58,166	5,258,975	
<b>Kent District Library</b>	<b>24.0</b>	<b>6.7</b>	<b>7.9</b>	<b>2.0</b>	<b>5,905,865</b>	<b>750,704</b>	<b>776,376</b>	<b>2,667,808</b>	<b>181,935</b>	<b>133,875</b>	<b>41,226</b>	<b>7,902,322</b>	
Detroit Public Library	3.6	3.9	2.5	1.0	1,483,329		746,278	2,772,148	219,059	156,063	36,000	12,810,103	
KDL Ranking (out of 15)	4	2	6	3	2	1	1	2	2	4	8	2	

# Lakeland Library Cooperative Service Area

Kent District Library is a member of the Lakeland Library Cooperative (LLC) and participates in a shared online catalog and reciprocal borrowing privileges. There are 41 libraries in the Cooperative serving 1,294,094 residents. LLC customers have access, through a free delivery service, to the over 3 million items owned by these libraries. The Lakeland Library Cooperative covers the counties shown below.

Allegan County

Barry County

Ionia County

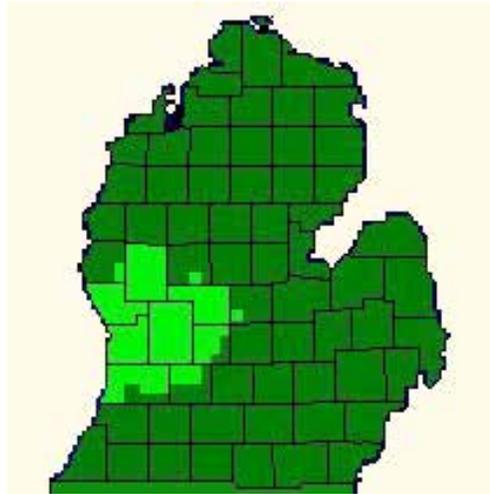
Kent County

Montcalm County

Muskegon County

Newaygo County

Ottawa County



Affiliated counties include Gratiot, Mecosta and Oceana.

The Cooperative is governed by a Board of Trustees. KDL has two seats on this board and shares decision-making with other members of the Cooperative.

The State of Michigan is divided into cooperatives for the purpose of the distribution of state aid. The LLC receives a portion of Kent District Library's share of state aid. State aid was appropriated by the state legislature on a basis of \$0.32479 per capita in 2015. State aid funds underwrite Cooperative functions such as the inter-loan delivery system and the cooperative's shared integrated library system. Member libraries also pay additional fees for cooperative services. The Lakeland Library Cooperative's annual budget in 2015 was \$1,072,076.

# Officials and Legislators (Representing KDL Service Area)

KENT COUNTY						
District	Last Name	First	Email	Party	Location	Phone
<b>Senate - Michigan</b>						
28 — Algoma Twp, Alpine Twp, Byron Twp, Cannon Twp, Comstock Park, Courtland Twp, Grandville, Grattan Twp, Nelson Twp, Oakfield Twp, Plainfield Twp, Rockford, Spencer Twp, Tyrone Twp, Vergennes Twp, Walker, Wyoming	*MacGregor	Peter	senpmacgregor@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-0797 866-305-2129
26 — City of Kentwood and Gaines Twp.	Schuitmaker	Tonya	sentschuitmaker@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-0793
29 — Ada Twp, Alto, Bowne Twp, Cascade Twp, Caledonia, East Grand Rapids, Grand Rapids Twp, Lowell City, Lowell Twp	Hildenbrand	Dave	sendhildenbrand@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-1801
30 — City of Grandville	Meekhof	Arlan	senameekhof@senate.michigan.gov	R	P.O. Box 30036 Lansing, MI 48909-7536	517-373-6920 866-305-2130
<b>House of Representatives - Michigan</b>						
<b>District</b>						
072 — Gaines Twp., Kentwood	Yonker	Ken	kenyonker@house.mi.gov	R	N-1091 House Office Building P.O. Box 30014 Lansing, MI 48909	517-373-0840 888-347-8072
073 — Cannon Twp., Comstock Park, Courtland Twp., East Grand Rapids, Grand Rapids Charter Township, Nelson Twp., Oakfield Twp., Plainfield Twp., Spencer Twp., Tyrone Twp.	Afendoulis	Chris	chrisafendoulis@house.mi.gov	R	P.O. Box 30014 State Capitol, Lansing, MI 48909	855-347-8073
074 — Algoma Twp., Alpine Twp., Grandville, Rockford, Tyrone, Walker	VerHeulen	Rob	robverheulen@house.mi.gov	R	374 Capitol Bldg. P. O. Box 30014 Lansing, MI 48909	517-373-8900

# Officials and Legislators (cont.) (Representing KDL Service Area)

077 — Byron Twp., Wyoming	Hooker	Thomas	thomashooker@house.mi.gov	R	N-1096 House Office Building P.O. Box 30014 Lansing, MI 48909	517-373-2277 855-866-4077	
086 — Ada Twp., Bowne Twp., Caledonia, Cascade, Grattan, Lowell City, Lowell Twp., Vergennes Twp.	Lyons	Lisa Posthumus	lisalyons@house.mi.gov	R	S-1190 House Office Building P.O. Box 30014 Lansing, MI 48909	517-373-0846 855-596-6786	
<b>UNITED STATES</b>							
<b>US Senate</b>		<b>Last Name</b>	<b>First</b>	<b>Email</b>	<b>Party</b>	<b>Location</b>	<b>Phone</b>
<b>U.S. House of Representatives</b>							
<b>2<sup>nd</sup> District</b> Alpine Township Tyrone Township	Peters	Gary	www.peters.senate.gov/contact/contact-gary	D	2 Russell Courtyard Washington, DC 20510	202-224-6221	
<b>3<sup>rd</sup> District</b> Remainder of KDL Service Area	Stabenow	Debbie	senator@stabenow.senate.gov	D	133 Hart Senate Office Building, Washington, DC 20510	202-224-4822 616-975-0052	
	Huizenga	Bill	https://huizenga.house.gov/contact-me/email-me	R	1217 Longworth HOB Washington, DC 20515	202-225-4401	
	Amash	Justin	https://amash.house.gov/contact-me/email-me	R	114 Cannon HOB Washington, DC 20515	202-225-3831	

\*Incumbent

# Kent County Board of Commissioners (Representing KDL Service Area)

District	Last Name	First	Email	Party	Location	Phone
1 Plainfield Township (part) City of Rockford	Vonk*	Ted	vonkcommish@comcast.net	R	4122 Boulder Meadow Belmont, MI 49306	616-874-2604
2 Algonia Township Alpine Township	Antor*	Tom	toma911@att.net	R	9341 Laubach Sparta, MI 49345	616-887-7210
3 Courtland Township Nelson Township Spencer Township Tyrone Township	Morgan*	Roger	roger@rockfordambulance.com	R	10585 Tefft Rockford, MI 49341	616-866-4264
4 Cannon Township Grattan Township City of Lowell Oakfield Township Vergennes Township	Jones*	Diane	dianecjones2005@yahoo.com	R	6561 Laguna Vista Drive Rockford, MI 49341	616-874-8740
5 Bowne Township Caledonia Township (part) Cascade Township Lowell Township	Bolter*	Mandy	mandybolter@yahoo.com	R	2097 Steketee Woods Lane Grand Rapids, MI 49546	616-295-7909
6 City of Walker	Stek	Stan	stanstek@gmail.com	R	1274 Whitepine SW Walker, MI 49534	616-776-6324
7 City of Grandville City of Wyoming (part)	Ponstein*	Stan	sjponstein@gmail.com	R	3967 Edgewood Grandville, MI 49418	616-726-2331
8 City of Wyoming (part)	Voorhees*	Harold	hijvoorhees1@sbcglobal.net	R	5380 Kenowa Ave. Wyoming, MI 49418	616-534-1876
9 Byron Township City of Wyoming (part)	Kallman	Matt	matt@mattkallman.com	R	4099 108th St. SW Byron Center, MI 49315	616-915-5098
10 Caledonia Township (part) Gaines Township	Post Brieve	Emily	emilypostbrieve@gmail.com	R	7438 Missoula Dr. SE Caledonia, MI 49316	616-502-5010
11 Ada Township City of E. Grand Rapids (part) Grand Rapids Township	Saalfeld*	Jim	jsaalfeld@att.net	R	205 Morningside Dr. SE Grand Rapids, MI 49506	616-464-1939
12 City of Kentwood (part) City of Wyoming (part)	Mast*	Harold	hamast@comcast.net	R	PO Box 8737 Kentwood, MI 49518	616-532-5686
13 City of Kentwood (part)	Vander Molen*	Richard	rmolen@sbcglobal.net	R	2171 Fawnwood Kentwood, MI 49508	616-455-1562
18 Plainfield Township (part)	Koorndyk*	Dan	dankoorndyk@yahoo.com	R	35 Bel-Air Dr. NE Grand Rapids, MI 49503	616-458-8934
19 City of E. Grand Rapids (part)	Shroll*	Shana	shana.e.shroll@gmail.com	R	1612 Woodward Ave. SE Grand Rapids, MI 49506	616-292-4624

\*INCUMBANT



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE  
ASSISTANT CITY MANAGER

## MEMORANDUM

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Assistant City Manager  
DATE: 7/25/2016

RE: Department of Natural Resources Urban and Community Forestry Grant Program-  
Tree Inventory Project

Action Requested: None.

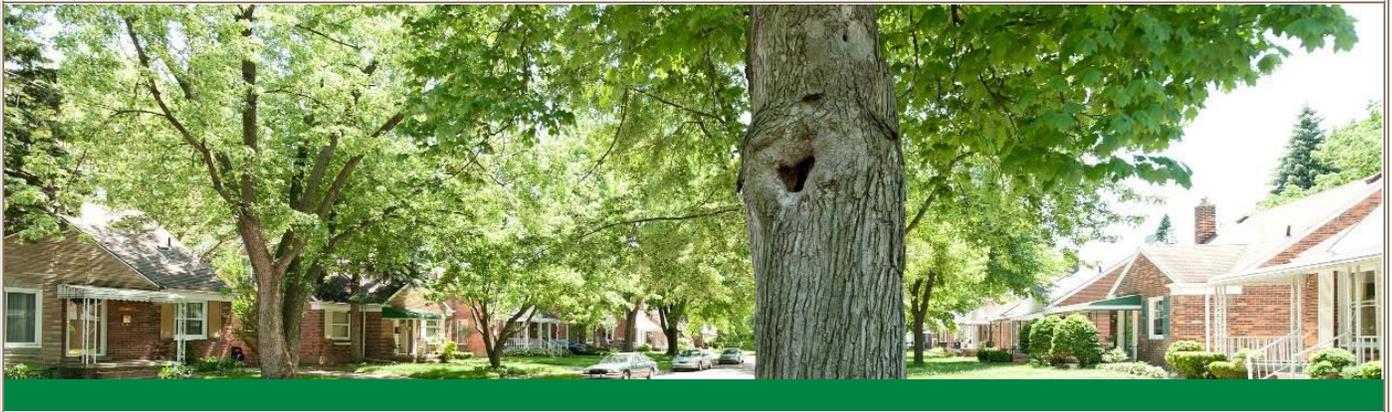
Background: The City of East Grand Rapids received a tree inventory grant from the Michigan Department of Natural Resources (DNR) in the amount of \$15,000 towards the tree inventory and assessment project this past December. The vendor for the project was Davey Resource Group. They successfully completed the project in May and the total costs directly associated with the tree inventory project were \$38,483.76.

The tree inventory project of trees in the public right-of-way included an assessment of each tree location, size, species, condition and recommended maintenance activities. Upon completion the City has already began managing the tree canopy based on the assessments. The City is utilizing the data to mitigate tree risk concerns, prioritize maintenance activities, budget more effectively, alter and diversify the tree planting program list. The City is now also utilizing geographic information system (GIS) to manage right-of-way tree assets similar to how infrastructure such as fire hydrants and water system valves.

Lee Mueller, who is a certified arborist and registered forester with Davey Resource Group as an Urban Forestry Consultant, will be attending the August 1, 2016 City Commission meeting to cover the report completed for the City of East Grand Rapids.

---

Brian Donovan, City Manager



# Tree Inventory Summary Report

## City of East Grand Rapids, Michigan

May 2016

Prepared for:  
City of East Grand Rapids  
750 Lakeside Drive SE  
East Grand Rapids, Michigan 49506

Prepared by:  
Davey Resource Group  
A Division of The Davey Tree Expert Company  
1500 North Mantua Street  
Kent, Ohio 44240  
800-828-8312



## Acknowledgments

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The City of East Grand Rapids' vision to promote and preserve the urban forest and improve the management of public trees was a fundamental inspiration for this project. This vision will ensure canopy continuity, which will reduce stormwater runoff and improve air quality, public health, and aesthetic values.

The City of East Grand Rapids is thankful for the grant funding it received from the United States Department of Agriculture Forest Service State and Private Forestry program, as well as the Michigan Department of Natural Resources Urban and Community Forestry program.

*Notice of Disclaimer:* Inventory data provided by Davey Resource Group, a division of The Davey Tree Expert Company, are based on visual recording at the time of inspection. Visual records do not include individual testing or analysis, nor do they include aerial or subterranean inspection. Davey Resource Group is not responsible for the discovery or identification of hidden or otherwise non-observable hazards. Records may not remain accurate after inspection due to the variable deterioration of inventoried material. Davey Resource Group provides no warranty with respect to the fitness of the urban forest for any use or purpose whatsoever. Clients may choose to accept or disregard Davey Resource Group's recommendations, or to seek additional advice. Important: know and understand that visual inspection is confined to the designated subject tree(s) and that the inspections for this project are performed in the interest of facts of the tree(s) without prejudice to or for any other service or any interested party.

## Executive Summary

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The City of East Grand Rapids commissioned an inventory and assessment of trees and stumps located within public street rights-of-way (ROW). Understanding an urban forest's structure, function, and value can promote management decisions that will improve public health and environmental quality. Davey Resource Group collected and analyzed the inventory data to understand species composition and tree condition and to generate maintenance recommendations. Tree values and benefits have been quantified using the i-Tree Streets benefits model (developed by the United States Department of Agriculture Forest Service in partnership with The Davey Tree Expert Company). In addition to providing the inventory results, this report will discuss the health and benefits of the inventoried street tree population throughout the City of East Grand Rapids.

### Key Findings

- The replacement value of the inventoried tree population is approximately \$7.4 million.
- A total of 7,113 sites were inventoried, including 7,082 trees and 31 stumps.
- The most common species are: *Acer platanoides* (Norway maple), 36%; *A. saccharum* (sugar maple), 13%; *A. rubrum* (red maple), 9%; *Gleditsia triacanthos inermis* (thornless honeylocust), 5%; and *Tilia cordata* (littelleaf linden), 5%.
- The plurality (44%) of the urban forest is in the established, 9–17 inches diameter at breast height (DBH) class.
- The overall condition of the tree population is Good.
- Risk Ratings include: 6,282 Low Risk trees, 731 Moderate Risk trees, 68 High Risk trees, and 1 Extreme Risk tree.
- Primary Maintenance recommendations include: 1,312 Tree Cleans, 950 Young Tree Trains, 4,511 Routine Prunes, 309 Removals, and 31 Stump Removals.
- East Grand Rapids' street tree population provides approximately \$883,776 in the following annual benefits:
  - *Aesthetic and Other Tangible Benefits*: valued at \$276,361 per year.
  - *Air Quality*: 15,245.3 pounds of pollutants removed valued at \$42,858 per year.
  - *Net Total Carbon Sequestered and Avoided*: 4,410,593 pounds valued at \$33,079 per year.
  - *Energy*: 1,251.2 megawatt-hours (MWh) and 169,572.8 therms valued at \$261,150 per year.
  - *Stormwater*: 9,975,209 gallons valued at \$270,328 per year.

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## Appendices

- A. Site Location Methods
- B. Tree Inventory Analysis Reports

# Section 1: Tree Inventory Assessment

## Project Area

In April 2016, Davey Resource Group arborists assessed and inventoried trees and stumps along the public street rights-of-way (ROW) of East Grand Rapids in the City of East Grand Rapids. See Appendix A for an overview of the site location methodology used in the inventory and assessment.

## Species Diversity

Throughout East Grand Rapids' ROW, 7,113 sites were inventoried, including 7,082 trees and 31 stumps. Figure 1 shows the composition of the most populous species compared to all inventoried species. The composition of a tree population should follow the 10-20-30 Rule for species diversity: a single species should represent no more than 10% of the urban forest, a single genus no more than 20%, and a single family no more than 30%.

Of the species found within the ROW in East Grand Rapids, *Acer platanoides* (Norway maple) and *A. saccharum* (sugar maple) are the only species that exceed the 10% threshold (comprising 36% and 13% of the inventoried population, respectively). *A. rubrum* (red maple) falls just below the threshold, comprising 9% of the total inventoried population.

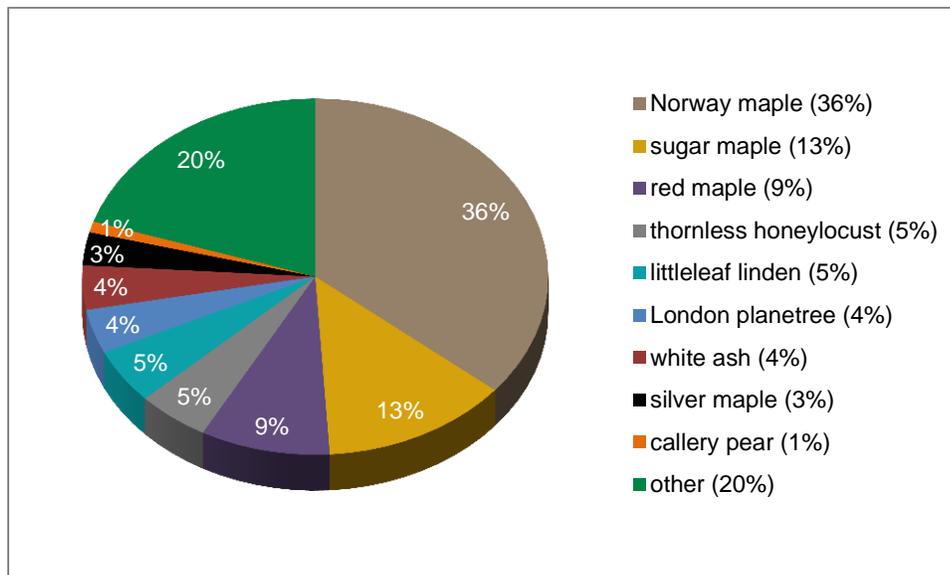


Figure 1. Tree species composition in East Grand Rapids, Michigan.

Figure 2 compares the percentages of the most common genera identified during the inventory to the 20% Rule. *Acer* (maple) exceeds the recommended 20% threshold for a single genus in a population. Maple comprises 63% of the street tree population.

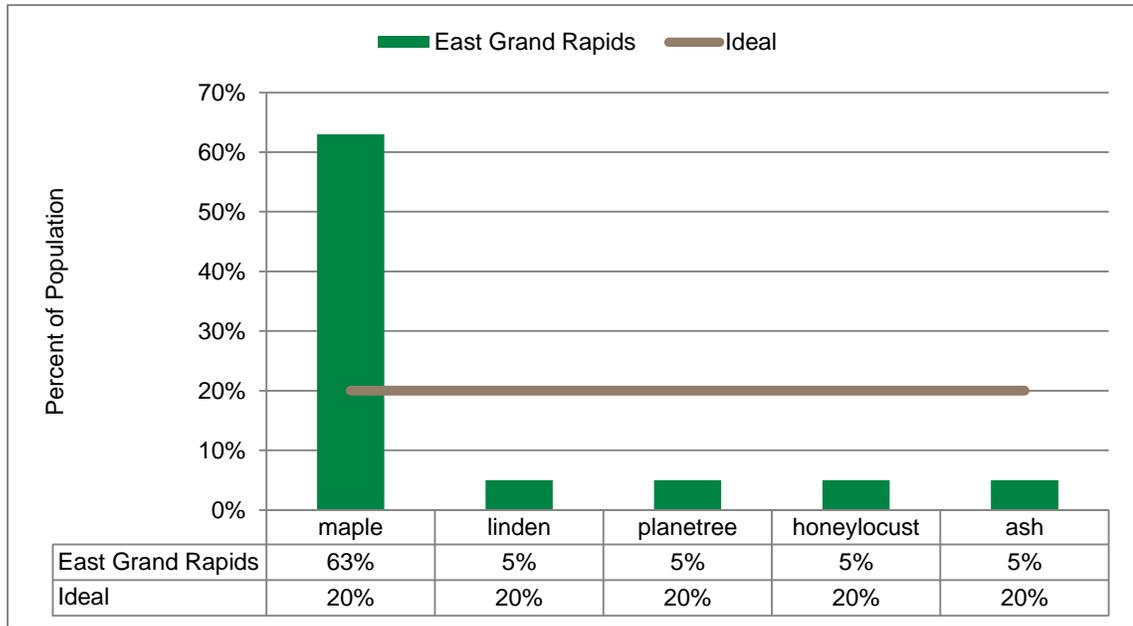


Figure 2. Top five genera in East Grand Rapids, Michigan in relation to the 20% Rule.

### Diameter Size Class Distribution

Analyzing the diameter size class distribution (measured as diameter at breast height [DBH]) provides an estimate of the relative age of a tree population and lends insight into maintenance practices and needs.

The inventoried trees were categorized into the following diameter size classes: young trees (0–8 inches DBH); established trees (9–17 inches DBH); maturing trees (18–24 inches DBH); and mature trees (greater than 24 inches DBH). These categories were chosen so that the population could be analyzed following Richards’ ideal distribution (1983). Richards proposed an ideal diameter size class distribution for street trees based on observations of well-adapted trees in Syracuse, New York. Richards’ ideal distribution suggests that the largest fraction of trees (approximately 40% of the population) should be young (less than 8 inches DBH), while a smaller fraction (approximately 10%) should fall in the large-diameter size class (greater than 24 inches DBH). A tree population with an ideal distribution would have an abundance of newly planted and young trees, and lower numbers of established, maturing, and mature trees.

Figure 3 compares East Grand Rapids’ inventoried street tree diameter size class distribution to the ideal proposed by Richards (1983). East Grand Rapids’ distribution is skewed; young trees fall short of the ideal by roughly 9%, and established trees exceed the ideal by 14%. As the urban forest in East Grand Rapids ages, this ideal will begin to balance out. Continued tree planting, care, and maintenance of the young and established tree population will help achieve a more sustainable size distribution of street trees in East Grand Rapids.

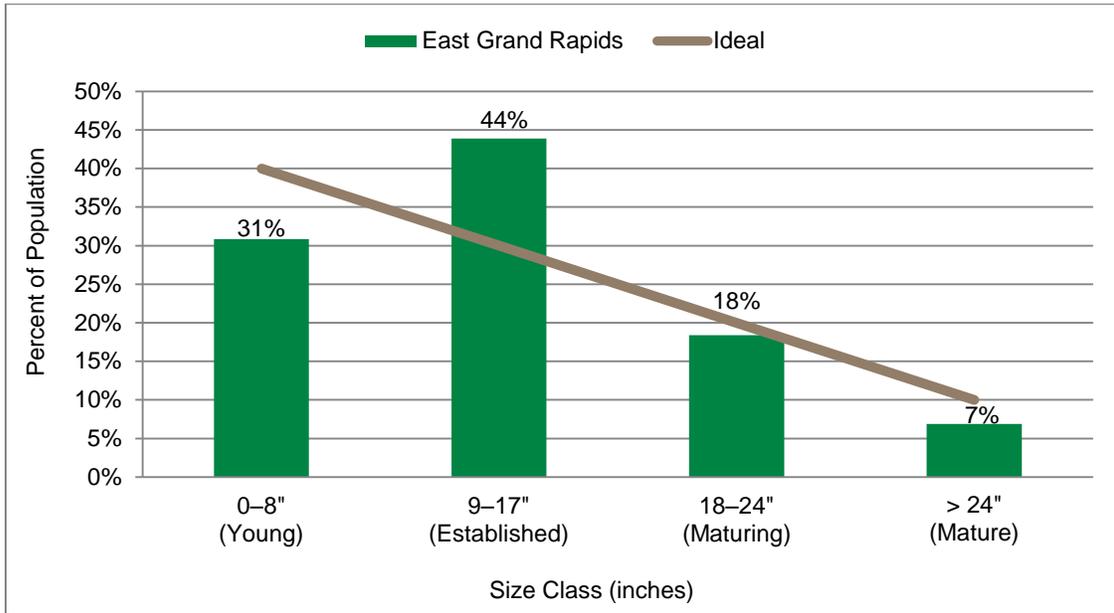


Figure 3. Age class distribution compared to Richards’ (1983) ideal.

### Condition

Several factors were considered for the condition of each tree, including: root characteristics, branch structure, trunk, canopy, foliage condition, and the presence of pests. The condition of each inventoried tree was rated Excellent, Very Good, Good, Fair, Poor, Critical, or Dead.

Most of the inventoried ROW trees were recorded to be in Good condition, 51% (Figure 4). Based on these data, the general health of the inventoried tree population is rated Good.

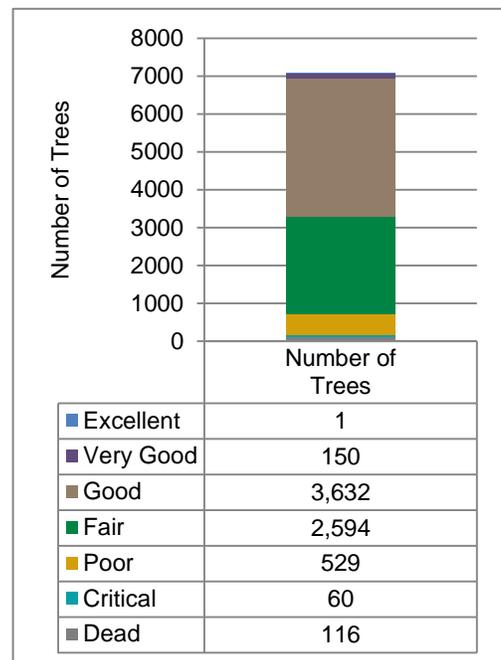


Figure 4. Overall condition of the inventoried population.

Figure 5 illustrates the general condition of the urban forest in relation to the relative age classes. The majority of young, established, maturing, and mature trees were rated to be in Good to Excellent condition. With proactive care and an established maintenance schedule, the city can improve the long-term health of its urban forest.

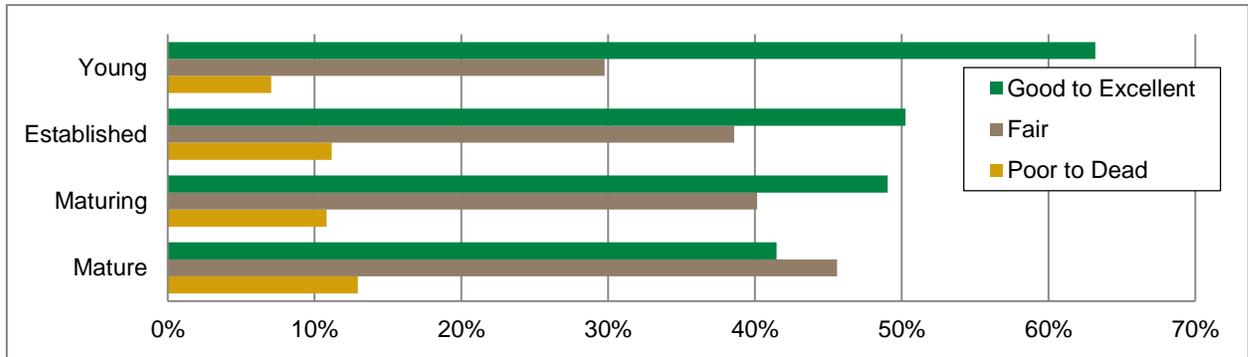


Figure 5. Tree condition by age class.

### Primary Maintenance and Risk

Primary maintenance refers to the task identified for a tree or site: Tree and Stump Removal, Tree Clean, Routine Prune, or Young Tree Train. Risk is a graduated scale that measures potential tree-related hazardous conditions. A tree is considered hazardous when its potential risks exceed an acceptable level.

Davey Resource Group based the maintenance recommendations and risk values (Figure 6) on the evaluation of species, diameter class, condition, impact of hazard, and defects found in each individual tree. Identifying and ranking the maintenance needs of a tree population enable tree work to be assigned priority based on observed defects. Once prioritized, tree work can be systematically addressed to eliminate the greatest risk and liability first (Stamen 2011).

Based on the inventoried population in East Grand Rapids, the following maintenance recommendations should be implemented: 309 Removals, 1,312 Tree Cleans, 4,511 Routine Prunes, and 950 Young Tree Trains. Figure 6 illustrates the risk values associated with each maintenance need.

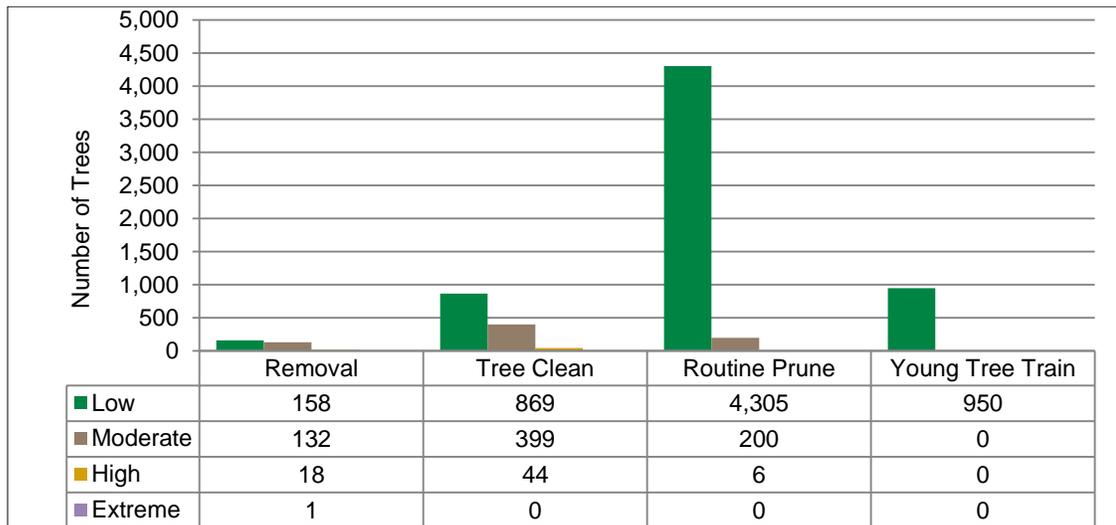


Figure 6. Maintenance needs by risk rating.

## Section 2: i-Tree Streets Benefits

The i-Tree Streets application was used to assess the inventoried trees. This management and analysis tool uses tree inventory data to quantify the dollar value of annual environmental and aesthetic benefits provided by trees, including energy conservation, air quality improvement, carbon dioxide (CO<sub>2</sub>) reduction, stormwater control, and increases in property value. The tool estimates the costs and benefits of a street tree population and creates annual benefit reports that reflect the value street trees provide to a community.

The inventoried urban forest of East Grand Rapids provides an annual benefit of approximately \$883,776 in energy savings, overall air quality improvement, carbon dioxide removal, stormwater reduction, and aesthetic and other tangible benefits. More detailed information about annual benefit analysis reports and maintenance reports can be found in Appendix B.

Table 1 provides a breakdown of the annual benefits provided to the City of East Grand Rapids.

Table 1. Annual Benefits Provided by Inventoried Tree Population

Benefits	Total (\$)	Percent of Total
Aesthetics/Other	\$276,361	31%
Air Quality	\$42,858	5%
Carbon Dioxide	\$33,079	4%
Energy	\$261,150	29%
Stormwater	\$270,328	31%
ROW Trees Total	\$883,776	100%

### *Aesthetic/Other Benefits*

The total annual benefit associated with property value increases and other tangible and intangible services trees provide is \$276,361. Each tree in East Grand Rapids provides an average of \$39.02 in annual benefits.

Table 2. Annual Aesthetic and Other Tangible Benefits Provided by Inventoried Tree Population

Total (\$)	Avg. \$/Tree
\$276,361	\$39.02

## Air Quality Improvements

The inventoried tree population annually removes 2,511 pounds of air pollutants (including ozone, nitrogen dioxide, sulfur dioxide, and particulate matter) through deposition. The street tree population provides a total annual benefit of \$42,858 in overall air quality improvements. Each tree in East Grand Rapids provides an average of \$6.05 in annual benefits.

Table 3. Annual Air Quality Benefits  
Provided by Inventoried Tree Population

Net Total Avoided/Deposition (lbs.)	Total (\$)	Avg. \$/Tree
15,245	\$42,858	\$6.05

## Carbon Dioxide Removal

Trees store some of the CO<sub>2</sub> they absorb, thereby preventing it from reaching the upper atmosphere where it can react with other compounds and form harmful gases like ozone. Such gases adversely affect air quality.

The i-Tree Street analysis found that the inventoried street trees in East Grand Rapids have stored 30,075,199 pounds of carbon (measured in CO<sub>2</sub> equivalents). This amount reflects the total carbon these trees have amassed during their lifetime. Through sequestration and avoidance, 4,410,593 pounds of CO<sub>2</sub> are removed on an annual basis. The inventoried trees provide an annual carbon benefit of \$33,079, with a per-tree average of \$4.67.

Table 4. Annual Carbon Dioxide Benefits  
Provided by Inventoried Tree Population

Net Total CO <sub>2</sub> Sequestered/Avoided - Released (lbs.)	Total (\$)	Avg. \$/Tree
4,410,593	\$33,079	\$4.67

## Energy Use

Public trees conserve energy by shading structures and surfaces, reducing electricity use for air conditioning in the summer, and diverting wind in the winter to reduce natural gas use. Based on the inventoried trees, the annual electric and natural gas savings are equivalent to 1,251.2 MWh of electricity and 169,572.8 therms of natural gas. When converted into monetary values using default economic data, this accounts for an annual savings of \$261,150 in energy consumption. Large leafy canopies provide greater reductions in energy use by providing shade and natural wind barriers. In contrast, smaller trees tend to result in slighter reductions in energy usage.

Table 5. Annual Energy Savings  
Provided by Inventoried Tree Population

Total Electricity (MWh)	Electricity (\$)	Total Natural Gas (Therms)	Natural Gas (\$)	Total (\$)	Avg. \$/Tree
1,251.2	\$94,968	169,572.8	\$166,181	\$261,150	\$36.88

## Stormwater Interception and Mitigation

Trees intercept rainfall, which reduces costs to manage stormwater runoff. East Grand Rapids’ inventoried trees intercept 9,975,209 gallons of rainfall annually. The estimated average savings for the City of East Grand Rapids in stormwater management is approximately \$270,328 per year. On average, each tree in East Grand Rapids provides an annual stormwater benefit of \$38.17.

Table 6. Annual Stormwater Benefits Provided by Inventoried Tree Population

Total Rainfall Interception (gal.)	Total (\$)	Avg. \$/Tree
9,975,209	\$270,328	\$38.17

## Conclusion and Recommendations

Managing trees in urban areas can be complicated. Navigating the recommendations of experts, the needs of residents, the pressures of local economics and politics, concerns for public safety and liability, physical components of trees, forces of nature and severe weather events, and the expectation that these issues are resolved all at once is a considerable challenge.

The City of East Grand Rapids must carefully consider these challenges to fully understand the needs of maintaining an urban forest. By completing a tree inventory, the city has shown interest in preserving the urban forest, but also maintaining it for future generations. If the city successfully implements established planting and maintenance programs that include Tree and Stump Removal, Young Tree Training, Routine Pruning, Tree Cleaning, and public outreach, the health and safety of East Grand Rapids’ trees and residents will be maintained for years to come.

East Grand Rapids’ urban forest is in Good condition and provides \$883,776 in annual benefits. With continued dedication to its street tree resource, the city can improve the condition and diversity of its trees and increase the annual benefits they provide.

### Key Recommendations

- Prioritize tree maintenance activities based on risk assessments.
- Continue planting trees to ensure a population of young, growing trees to replace the stock of declining, mature maples.
- Limit planting of maples to balance population diversity.



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

THOMAS A. FAASSE  
ZONING ADMINISTRATOR

## Memorandum

**TO:** Honorable Mayor and City Commissioners  
Board of Zoning Appeals  
**FROM:** Tom Faasse, Zoning Administrator  
**DATE:** July 20, 2016  
**RE:** **Request for Variance – 2360 Lake Drive, SE**  
**Zoned – R-2 Single Family Residential**

**ACTION REQUESTED:** That the Commission conducts a public hearing and votes on the application of the owner of 2360 Lake Drive, SE, for a zoning variance at that address, according to the plans presented, for relief from the following zoning ordinance:

- **Section 5.28B, for a covered front porch setback of 38.5 feet at the narrowest point, instead of the required average front setback of 58.4 feet, a variance of 19.9 feet.**

**BACKGROUND:** Bryan and Heidi Krannitz, the owners of 2360 Lake Drive, SE, have applied for a zoning variance at that address. The applicant, who is a professional architect, plans to remodel the entire house, including replacing the existing unroofed concrete front porch with a covered front porch that also wraps around the side facing Breton Road. The detached garage would be removed and replaced with a two story addition that would include an attached garage, with larger side yard green spaces than the existing detached garage. See Exhibits G & H of the application for color renderings of the proposed changes. Although the main façade and the sides of the house will remain the same distance from the property lines, the new porch setback would be 38.5 feet at the narrowest point instead of the required averaged front setback on this block of 58.4 feet, a variance of 19.9 feet. Notice that because of the angled front property line, the west end of the porch would be 55.8 feet from the line, and the midpoint would be 46.7 feet. The proposed setbacks are best illustrated in Exhibit C of the application. The applicant points out, and illustrates in Exhibit A, that the other two homes on this block, with setbacks of 47.6 feet and 69.1 feet, are unusually far back, and are not aligned with each other or with the road. In Exhibit B, the applicant also compares his proposed setbacks to the setbacks of a newly remodeled, similar home that is situated across Breton at 2412 Lake Drive. The remaining exhibits illustrate the architectural character of nearby homes with which the applicant seeks to create more architectural consistency.

In practice, the front setback averaging rule yields a more useful result and provides a more positive benefit in areas where the blocks are laid out in 90-degree rectangles, where the front setbacks and the orientations of the homes are often more uniform.

In his narrative statement, the applicant answers each of the four questions posed on the application form and also addresses the standards for decisions by the Zoning Board of Appeals that are listed in Section 5.103 of the Zoning Ordinance.

Proposed overall lot coverage on this 9,073 square-foot lot by buildings and other impervious surfaces would be 4,082 square feet (34.6 percent). Lot coverage of up to 45 percent, not to exceed 4,800 square feet is permissible. Proposed coverage by buildings is 2,047 square feet, or 22.6 percent with an allowance of 35 percent. Building height will not change.

---

Brian Donovan, City Manager

**Request for Zoning Ordinance Variance**

Date: 6.24.2016

*Note to Applicant:* Please pay careful attention to answer the questions in this application as accurately and completely as possible. This will give you the best possibility of your application appearing on the earliest agenda for action and for approval by the Board of Zoning Appeals.

All requests for a zoning variance are subject to a public hearing. The applicant will be advised of the hearing date, time and location and is requested to present a verbal summary of the request to the Board of Zoning Appeals prior to the public hearing. In addition, the City Services Office shall publish notice of the public hearing in a newspaper of general circulation in the local unit of government, as well as, provide notice of the public hearing to all property owners within a 300 foot radius of the subject property not less than fifteen (15) days before the date the application will be considered for approval.

**A non-refundable filing fee of \$250.00 must accompany your application.**

**Applicant Name:** Bryan and Heidi Krannitz

**Address:** 24390 33rd CT W, Brier WA 98036

**Property Address (if different than above):**  
2360 Lake Drive SE, East Grand Rapids MI 49506

**Daytime Phone:** 206. 234. 3201 cell

**Legal Description of Property\*\*:** Lot 127 except South 20 feet, Masonic Home Addition, City of East Grand Rapids, Kent County, Michigan (Kent County Tax Records)

\*\* (Use Attachments if Necessary)

**Permanent Parcel (Tax) Number:** 411433430003

**Briefly State the Requested Variance (Citing the specific section(s) of the Zoning Ordinance from which you are seeking a variance)\*\*:**

Relief from Section 5.28B, for a covered front porch setback of 38.5 feet at the narrowest point, instead of the required average front setback of 58.4 feet, a variance 19.9 feet.

\*\* (Use Attachments if Necessary)

**Please check all the items below which are applicable to your request for variance:**

X a. The situation which causes you to seek a variance does not result from any action of yours.

X b. A grant of the variance would do substantial justice to you as well as to other property owners and will not be of substantial detriment to neighboring properties.

(over)

X c. The request for variance is based upon conditions and circumstances described on the attached sheet which are unique to your property and not generally applicable to others in your neighborhood.

X d. Compliance with the Zoning Ordinance would unreasonably prevent you from using the property or would be unnecessarily burdensome.

**Narrative Statement:**

*Please attach a narrative statement setting forth:*

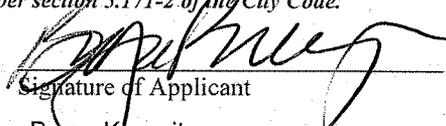
- a. What you wish to do with the property.
- b. Why you need the variance.
- c. The specific decision you seek
- d. The reason your project cannot be accomplished within the requirements of the zoning ordinance.

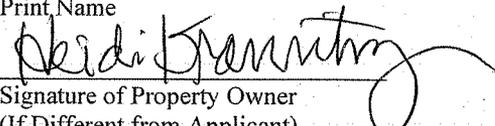
**Site Plan:**

Two (2) copies of a detailed, *scaled* site plan and elevation drawing showing the nature of the variance request, including, but not limited to: property boundaries, existing and proposed structures, the distance from the property lines of each existing building or structure and of each proposed building or structure, height of all proposed structures, and show and label abutting street(s). *Additional information may be required by the Zoning Administrator.*

*The Board of Zoning Appeals may attach conditions to the granting of a variance.*

*Please be advised that substantial steps toward effecting the variance must be taken within twelve (12) months of approval of a variance, or the variance will become null and void per section 5.171-2 of the City Code.*

  
\_\_\_\_\_  
Signature of Applicant  
Bryan Krannitz

\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Signature of Property Owner  
(If Different from Applicant)  
Heidi Krannitz  
\_\_\_\_\_  
Print Name



City of East Grand Rapids  
City Services  
750 Lakeside Dr. SE, East Grand Rapids, MI 49506  
Phone 616.940.4817 FAX 616.831-6121

June 24, 2016

City of East Grand Rapids  
Tom Faasse  
750 Lakeside Dr. SE  
East Grand Rapids, MI 49506

Re: Variance Application  
Applicant: Bryan and Heidi Krannitz  
Location: 2360 Lake Drive SE

## INTRODUCTION

With this letter we are submitting a variance application with respect to our property located at 2360 Lake Drive S.E.

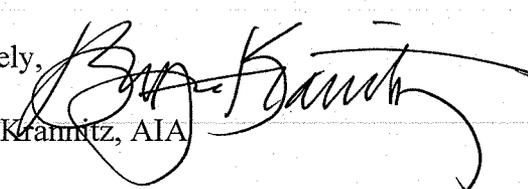
This variance application seeks relief from the front yard setback requirement as established by Zoning Ordinance Section 5.28.B. As a corner lot, the front yard setback is established as the average of the other homes on the block. Whereas other standard front yards in the district would be 25'-0", strict adherence to the methodology of averaging would yield a front yard setback exceeding 58 ft.

It is the intent of this application to present a proposal to allow for a roof over the existing concrete porch as part of an overall upgrading of the home in an effort to bring the structure up to the equivalent architectural level of the surrounding neighborhood so that it contributes to and enhances the character of an already wonderful neighborhood and community environment.

We are not asking for a Variance in order to add more square footage than would otherwise be allowed, but for a Variance to allow us the opportunity to simply add a roof over an existing concrete porch.

See the attached Narrative and Exhibits describing the proposed roof addition and addressing the circumstances dictating the request.

Sincerely,

  
Bryan Krannitz, AIA

# **Krannitz Residence Porch addition Variance Submittal**

## **CONTENTS**

### **Porch Addition Narrative Responses to Variance Application Narrative Questions Responses to Decision Criteria**

#### **Exhibits**

- Exhibit A. Site Survey
- Exhibit B. A0.0 Plot Plan of Intersection  
(Comparison of the corner property homes at Lake Dr SE & Breton)
- Exhibit C. A0.1 Site Plan
- Exhibit D. Buildable Area diagram
- Exhibit E. Streetscape
- Exhibit F. Architectural Dialogue at Intersection of Lake Dr SE & Breton.
- Exhibit G. Existing & Proposed view of home viewed from Lake Drive SE
- Exhibit H. Existing & Proposed view of home viewed from Intersection of  
Lake Drive SE and Breton

#### **KRANNITZ PORCH NARRATIVE**

The subject property is a 9073 square foot residentially zoned lot located at the prominent corner of Lake Drive SE and Breton, also referred to as 2360 Lake Drive SE, East Grand Rapids, Michigan and currently contains a 2 story single family residence, with concrete front porch, detached garage, concrete driveway and concrete walkways.

## **Response to the Variance Application Narrative Questions**

A. What do you wish to do with the property?

The existing home was built in 1964 and has never been updated or remodeled. It currently has an outdated kitchen with one full bath with two tiny half baths

We wish to update this substandard home providing the following:

1. A covered outdoor porch area (useable outdoor living space).
2. Updated kitchen
3. Attached garage with a useable mud room
4. Master suite, providing much needed 2<sup>nd</sup> full bath.
5. Architectural detailing to fit with and enhance the neighborhood

B. Why do you need the variance?

We are only asking for a variance for the front yard setback in order to allow the existing concrete porch to have a cover/roof. All other aspects of the home updates will conform to all other zoning and building regulations.

Strict adherence to the code for establishing the front yard setback would yield a setback greater than 58 feet. See Exhibit C.

The averaging methodology was established after the home was built so results in the setback almost bisecting the home. Adherence to the code would not allow a roof to be added over the existing concrete porch.

C. What is the specific decision you seek?

We are asking that the front yard setback be relaxed to a point that would allow for a roof to be added over the existing concrete porch. Support columns would be set as close as possible to the edge of the porch

As shown on the attached site plan (see exhibit C), the resulting front yard setback would be 38'-6" to the columns, and approximately 37'-6" to the roofline at the proposed roof's tightest point. At the opposite corner of the porch roof, the setback would be 55'-9", yielding an average roof setback of approximately 46'-8" .

This would provide the home with a covered outdoor area which otherwise is not possible given the nature of the corner property and all the setback requirements for this property.

Also, and just as importantly, the architectural character of the home is greatly enhanced and more in character with other homes in the neighborhood and community. The porch roof addition both relates to and respects the neighboring properties and community.

D. Reason why the porch can not be accomplished within the requirements of the zoning ordinance.

As is evident on both the Site Plan (see exhibit C) and on the Buildable Area Diagram (see exhibit D) strict adherence to the zoning ordinance yields a very small buildable area on the property. And in fact, the existing home is non-conforming. No porch could be built on the front of the home without a variance.

A covered porch is both a program and architectural element enjoyed by most properties. It provides useable outdoor space and architectural detail that enhances the property while also enhancing the surrounding community experience. This is a unique property that has a wonderful outdoor focus on Reed's Lake and on the activities of community events at the intersection. Like so many other properties in the district the property should be allowed to have a simple porch.

Because of the unique nature of this property, it has no back yard and virtually no side yard. Whereas most properties have sizeable back yard areas in which to integrate outdoor living spaces, this property only has front yards in which to integrate outdoor living spaces.

### **Response to Criteria for Granting a Variance**

1) *That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not generally applicable to other lands, structures or buildings in the same district.*

Our property is very unique in that not only is it a corner lot, but it is a corner lot with an obtuse angle. Because of the adjacent cottage home, which is set back an unusually greater distance than all homes along Lake Drive SE and only one other home on the block, the methodology used in the code to establish the front yard setback yields an extraordinarily deep setback. This methodology was established after the construction of our home, and as mentioned previously, results in our home being non-conforming. See Exhibits A & C

With the very deep front yard setback, the no-build setback, the side street front setback, and the 7' least minimum side yard setbacks, the remaining buildable area is very restricted and there is virtually no plausible building area available for outdoor living space (see exhibit D). This condition is very unique to the property and very limiting. Most all properties in the district have back yard space available in which to develop outdoor living areas.

2) *That the special conditions or circumstances do not result from the actions of the applicant*

As is evident in the response provided to the first criteria, the conditions and circumstances are inherent in the corner property and are not a result from any action of the applicant.

3) *That authorizing a variance will not be of substantial detriment to the neighboring property and will not be contrary to the spirit and purpose of this chapter.*

Authorizing the requested variance would not be of substantial detriment to the neighboring properties, but rather would **substantially improve and enhance** the neighboring properties, the community and both the pedestrian and vehicular experience of the area/intersection.

The covered porch adds architectural detail and massing variety to an otherwise non-descript boxy structure void of any visual interest. As one walks down Breton, it is clear that the homes have visual interest and wonderful architectural qualities (see exhibit E). The applicant's home does not. The streetscape deserves a more interesting, visually stimulating home at the intersection. The proposed porch would provide the detail and massing variety more consistent with neighboring properties (see exhibit G & H showing the architectural enhancements).

Immediately across Breton, the newly completed addition and remodel of 2412 Lake Drive SE, sharing the intersection of Lake Drive SE and Breton, has provided a similar level of architectural enhancement. Our proposal would provide for a more uniform and dynamic architectural dialogue between two important bookends at this important intersection (see exhibit F).

It should be noted that the 2412 Lake Drive SE property has a porch addition that has a porch roof setback of approximately 26'-2". Our request of 37'-6" is 11'-4" greater than that which 2412 enjoys.

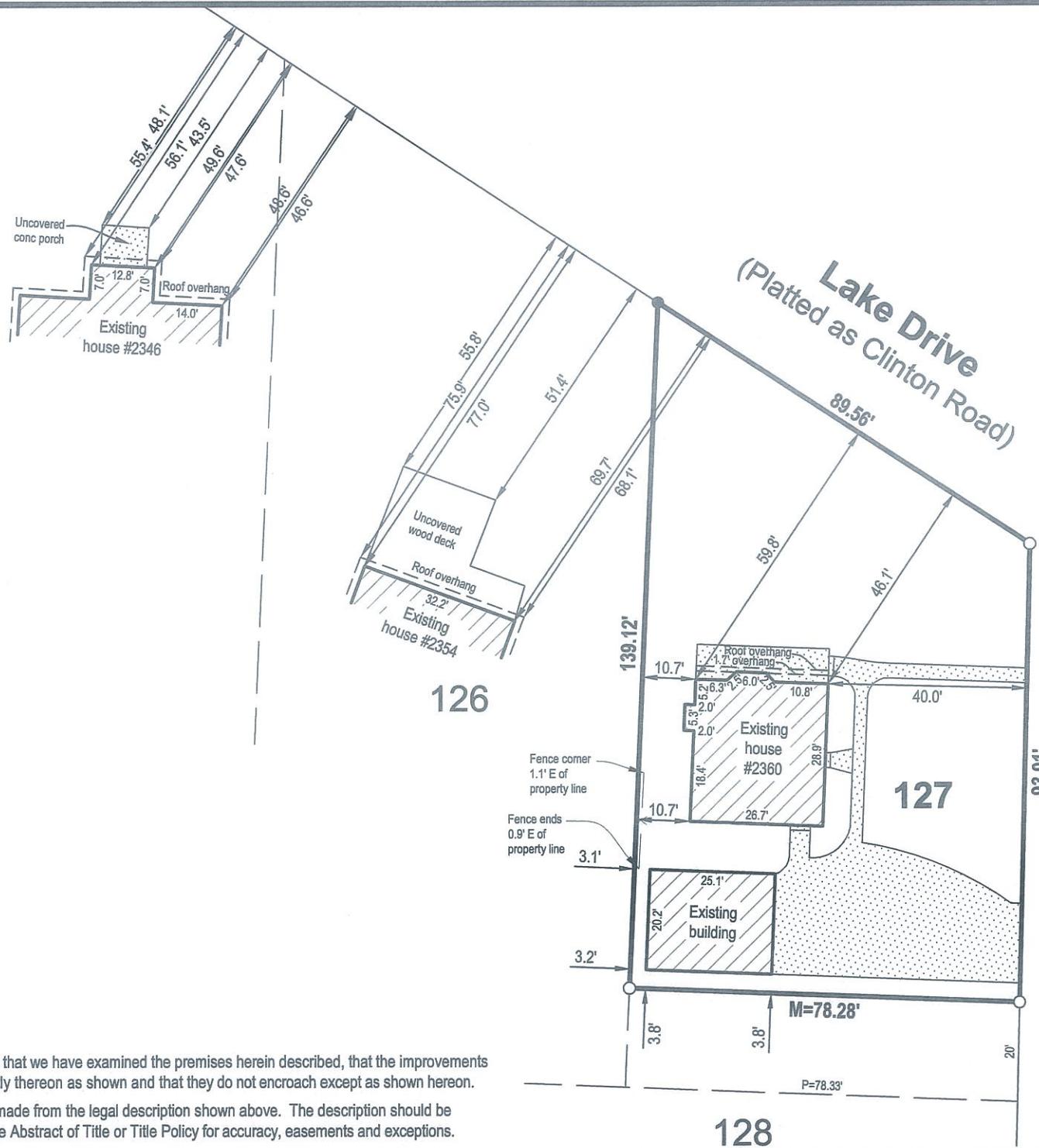
In comparing other zoning issues, such as Side Street setbacks, impervious coverage, and impervious coverage percentage, our proposal has greater setbacks and less coverage on all accounts.

The dialogue and comparison of the two properties at this intersection is more critical than the comparison of adjacent properties along Lake Drive. These two homes are experienced together, where both pedestrians and vehicles stop at this very important East Grand Rapids intersection.

Our variance request supports the enhancement of the property itself, but just as importantly the enhancement of the community.

4) *That with respect to use variances, the property cannot reasonably be used in a manner consistent with the existing zoning.*

This variance request is not a use variance.



## DESCRIPTION

Lot 127 except South 20 feet, Masonic Home Addition, City of East Grand Rapids, Kent County, Michigan.  
(Kent County Tax Records)

## LEGEND

- Iron - Set
- Iron - Found
- X - X - Fence
- ▨ Concrete
- ▧ Building

By: *Randal J. Vugteveen*  
 Randal J. Vugteveen Licensed Professional Surveyor No. 28429  
 SCALE: 1" = 30' 0" 15' 30"



PREPARED FOR:  
 Brian Krannitz  
 24390 33rd Ct. West  
 Brier, DC 98036

2360 Lake Drive SE

DRAWN BY: VB DATE: 05.05.16  
 REV. BY: VB REV. DATE: 05.16.16  
 REV.: Revised fence

PRJ #: 16400438.1  
 1 OF 1

**NEDERVELD**  
 www.nederveld.com • 800.222.1868  
 Grand Rapids  
 217 Grandville Ave., Suite 302  
 Grand Rapids, MI 49503  
 Ann Arbor, Chicago, Columbus,  
 Holland, Indianapolis, St. Louis

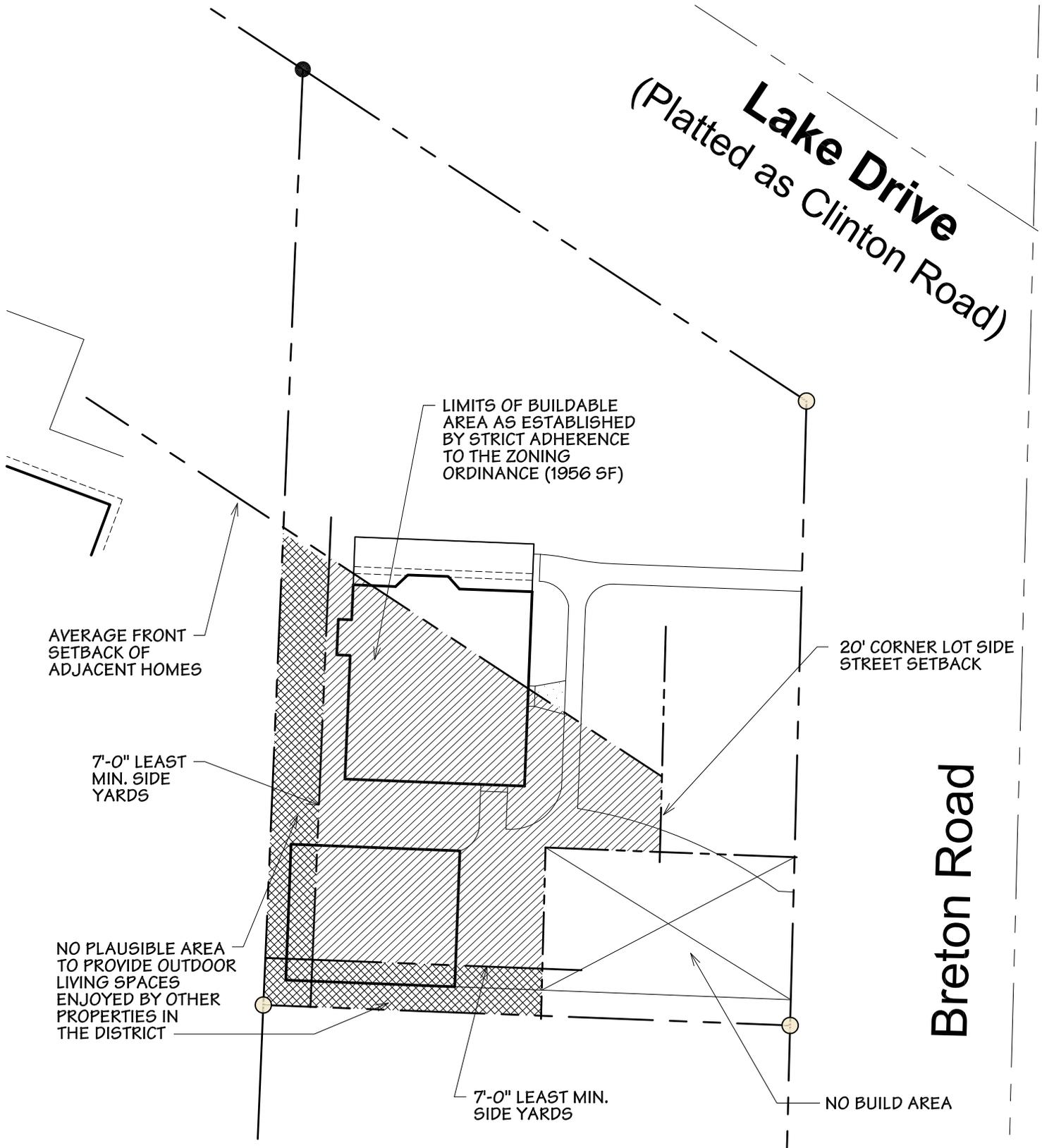
We hereby certify that we have examined the premises herein described, that the improvements are located entirely thereon as shown and that they do not encroach except as shown hereon.

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.





**Lake Drive**  
(Platted as Clinton Road)



AVERAGE FRONT SETBACK OF ADJACENT HOMES

LIMITS OF BUILDABLE AREA AS ESTABLISHED BY STRICT ADHERENCE TO THE ZONING ORDINANCE (1956 SF)

20' CORNER LOT SIDE STREET SETBACK

7'-0" LEAST MIN. SIDE YARDS

NO PLAUSIBLE AREA TO PROVIDE OUTDOOR LIVING SPACES ENJOYED BY OTHER PROPERTIES IN THE DISTRICT

7'-0" LEAST MIN. SIDE YARDS

NO BUILD AREA

**Breton Road**

KRANNITZ RESIDENCE  
KRANNITZ GEHL ARCHITECTS  
765 N.E. Northlake Way  
Seattle, WA 98105  
(206) 547-8233  
(206) 547-8219 Fax  
www.krannitzgehl.com



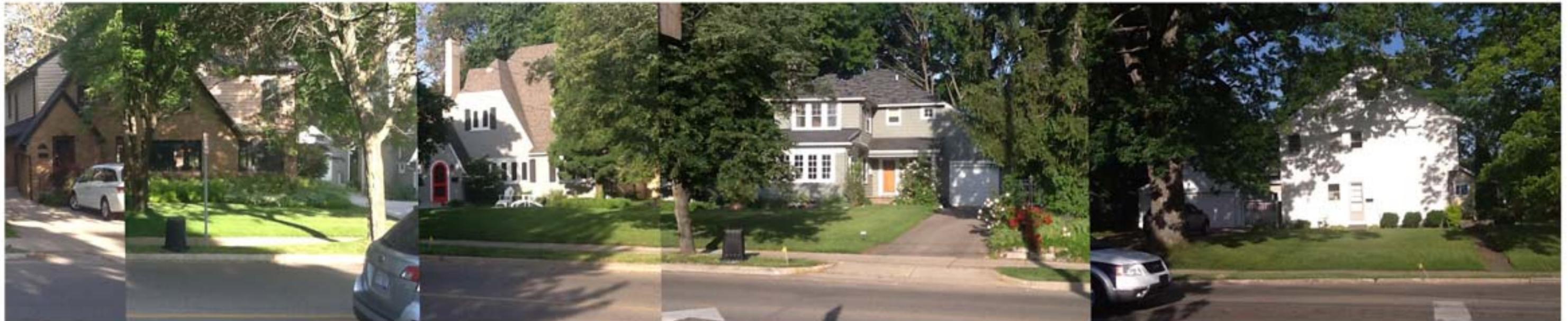
**BUILDABLE AREA PLAN**

SCALE: 1" = 20' - 0"

**Exhibit D**



Streetscape along Breton



Applicant's home is inconsistent with neighboring homes which exhibit architectural character and have the visual interest that makes East Grand Rapids a special community

Exhibit E

ARCHITECTURAL DIALOGUE at the INTERSECTION of LAKE DRIVE SE and BRETON



2412 Lake Drive SE

Variety of massing adds visual interest  
Porch and columns add dimensional variation  
Wrap around porch and roof enhance architectural character

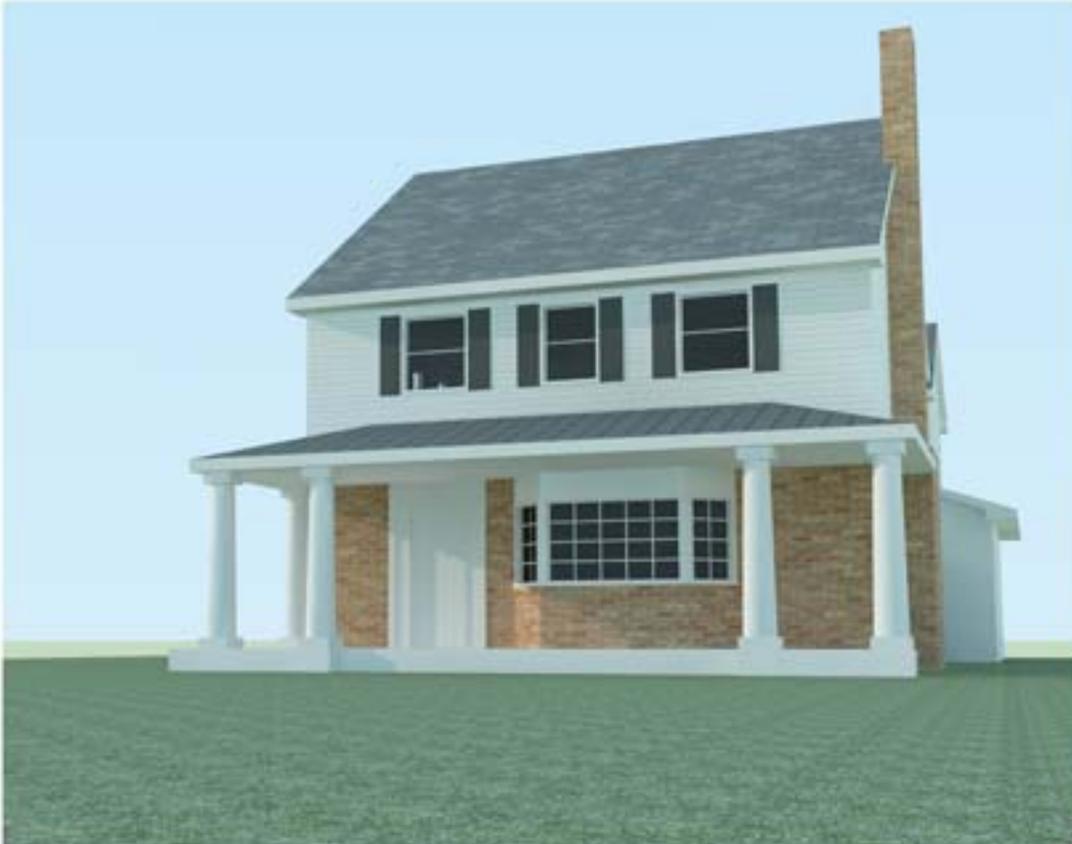


2360 Lake Drive SE

Simple non-descript big box  
Void of articulation or variation in massing  
Lacking architectural detail or visual interest



Existing



Home Viewed From Lake Drive SE

Proposed Porch



Before



Proposed Porch

Home Viewed from the Intersection



# City of East Grand Rapids, Michigan

## CITY OF EAST GRAND RAPIDS NOTICE OF PUBLIC HEARING

A public hearing will be held on the application of Bryan and Heidi Krannitz, the owners of 2360 Lake Drive, SE, for a zoning variance at that address. The applicants propose to cover the existing concrete front porch with a roof and pillars on the front and side of the house as part of a larger remodeling project. Setbacks are measured from the nearest roofed portion of a building to the lot line at the narrowest point. The proposed porch setback would be 38.5 feet at the northeast corner, instead of the average front setback of the other two houses on this block of 58.4 feet, a variance of 19.9 feet. The variance request is for relief from Section 5.28B of the East Grand Rapids Zoning Ordinance.

The application and plans may be viewed in the Public Works Administration office at the Community Center, or by linking from this notice at [www.eastgr.org/notices](http://www.eastgr.org/notices).

The City Commission welcomes your views in this matter. You may express your views at the scheduled meeting or by writing to the Mayor and City Commission at 750 Lakeside Drive, SE, East Grand Rapids, Michigan 49506 or by email to the City Clerk at [kbrower@eastgr.org](mailto:kbrower@eastgr.org). To be included in the hearing, written communications must contain the sender's name and address.

If you have any questions regarding this request, please contact the undersigned at 940-4817, or [tfaasse@eastgr.org](mailto:tfaasse@eastgr.org).

DATE: Monday, August 1, 2016  
TIME: 6:00 p.m.  
PLACE: East Grand Rapids Community Center Commission  
Chambers  
750 Lakeside Drive, SE,  
East Grand Rapids, Michigan 49506

Thomas A. Faasse  
Zoning Administrator

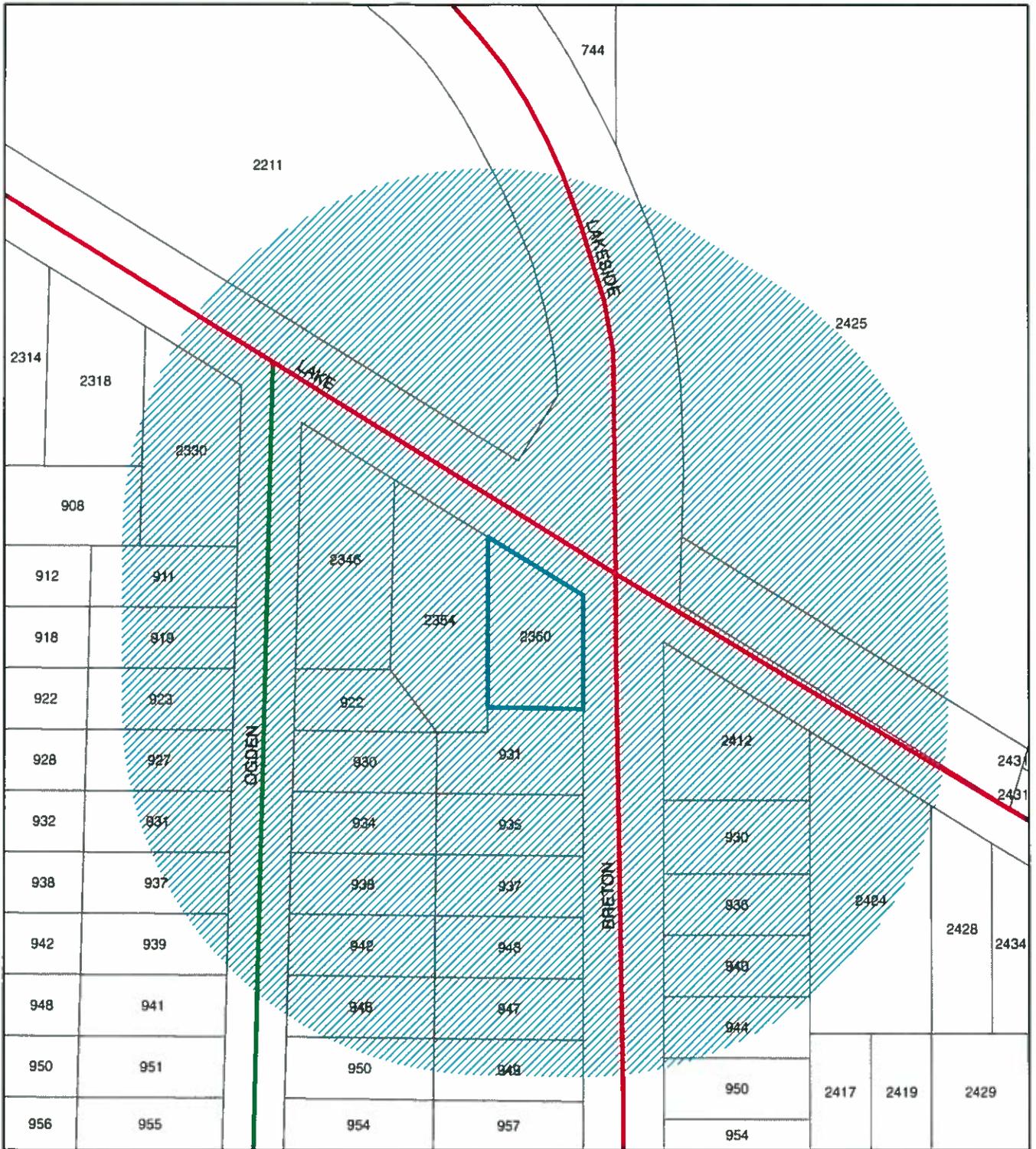
*37 notices  
sent  
tfa*

**PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION**

750 Lakeside Drive, SE • East Grand Rapids, Michigan 49506  
Telephone (616) 940-4817 Fax (616) 831-6121 [www.eastgr.org](http://www.eastgr.org)

Partners with





Variance  
 2360 Lake Drive, S. E.  
 East Grand Rapids, MI



## **Karen Brower**

---

**From:** Erickson, Mona <Mona.Erickson@53.com>  
**Sent:** Tuesday, July 12, 2016 11:05 AM  
**To:** Karen Brower  
**Cc:** Tom Faasse  
**Subject:** 2360 Lake Dr

I received the notice of Public Hearing for the above property variance request. I live next door at 931 Breton and while I will not be able to attend the hearing, I fully support the plans and designs proposed by the current owners in preparation for selling the property.

I have long advocated for the property to be returned to a single family residence and this is a step in the right direction.

Please feel free to contact me if you have any questions. Thank you,

**Mona Erickson**

Senior Vice President  
Director of Consumer Collections  
1830 East Paris SE, Kentwood, MI 49546  
Mail Drop: RSCB3E P: 616-653-7600 F: 616-653-2468  
Email: [mona.erickson@53.com](mailto:mona.erickson@53.com)

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# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE  
ASSISTANT CITY MANAGER

## MEMORANDUM

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Assistant City Manager  
DATE: 7/11/2016

RE: Distributed Antenna Systems (DAS)

Action Requested: That the City Commission approve the modified Metro Act right-of-way telecommunications permit for DAS and the DAS cell license agreement.

Background: Public Act 48 of 2002 created a body called the Metropolitan Extension Telecommunication Rights-of-Way Oversight Authority (Metro Act), which provides for uniform permits, fees and statewide uniformity with respect to the placement of telecommunication lines in public right-of-ways. Common Metro Act applications are telephone and other communication lines.

New cellular data towers called Distributed Antenna Systems or DAS, have emerged where cellular service providers are contacting local units of government with respect to placing small cell towers for DAS or placing DAS equipment on existing utility equipment or structures like streetlights or utility power poles. This type of equipment transmits signals to and from a defined area to a larger cell tower and often are installed at sites that support cell coverage within a large cell area with high coverage needs or alternatively sites within geographic areas that have poor cell coverage. DAS technology uses a small radio unit and antenna that are linked to an existing, large cellular tower via fiber optics. While these new DAS systems may provide better coverage and data to telecommunications customers, there are concerns with respect to placement of the systems in the public right-of way.

The City has worked with the Grand Valley Metro Council as well as legal counsel to create a modified Metro Act permit and license agreement to that can address those particular components of DAS that fit under the guidelines or the Metro Act as well as components that do not. The components of the systems that would fall under the Metro Act would be telecommunications facilities such as fiber cables, lines, wires, conduits, pipes, etc. that are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. These types of facilities that qualify under the Metro Act are allowed by statute and would be regulated by the proposed modified Metro Act right-of-way permit. The components of DAS that are not considered telecommunication facilities, such as antennas, support structures for antennas, equipment shelters, poles, or houses would be regulated outside of the Metro Act through the proposed local license agreement.

This agreement would allow the City to control the location of any DAS equipment that is not subject to the Metro Act on a non-exclusive basis, to locate and install poles, light poles, or to attach to City light pole, traffic signal poles or other City owned poles to house and operate DAS equipment in public right-of-ways or other City owned or controlled property. The City may approve or deny the location and installation requests for DAS equipment based on reasonable regulations including but not limited to existing utilities/infrastructure, public safety concerns, etc.

The Infrastructure Committee reviewed the need for a modified Metro Act right-of-way telecommunications permit for DAS and the DAS cell license agreement and recommends approval.

The City Attorney's office is currently updating the METRO Act permit. The updated version will be sent to the City Commission on Friday, July 29 for adoption on August 1.

---

Brian Donovan, City Manager



Bridgewater Place • Post Office Box 352  
Grand Rapids, Michigan 49501-0352

Telephone 616 / 336-6000 • Fax 616 / 336-7000 • [www.varnumlaw.com](http://www.varnumlaw.com)

**John M. Huff**

Direct: 616 / 336-6239  
[jmhuff@varnumlaw.com](mailto:jmhuff@varnumlaw.com)

July 5, 2016

Mr. Brian D. Donovan  
City Manager  
City of East Grand Rapids  
750 Lakeside Drive, SE  
East Grand Rapids, MI 49506

Re: DAS Documents

Dear Brian:

The Grand Valley Metro Counsel hired Attorneys Jeff Sluggett and Mike Watza to prepare documents that could be used by council members communities to deal with a new type of cell system being implemented around the country. These systems are known as distributed antenna systems (DAS) or small cell systems. We reviewed these proposed documents on behalf of the city and have made some modifications to them in an effort to minimize conflicts between the documents and the Metro Act. Copies of the documents are enclosed.

This is currently a very fluid area of the law and we will likely be coming back several times with additional modifications to both the proposed DAS license and the revised Metro Act permit that would be utilized for these types of systems. We believe it is important, however, to get some documents in place so that if an applicant approaches the city regarding the installation of one of these systems we can have the necessary documents available and explain to the applicant forms they need to complete in order to proceed with installation of a DAS system.

Municipalities all over the state (and country) are struggling with how to respond to these systems because they can be quite invasive if they utilize new poles in the public right of way. While that is more likely in a less developed area than East Grand Rapids, the city is not necessarily immune from those types of installations. I should point that one of the real problems with these systems is that part of the system qualifies for Metro Act permit but part of it does not so both a modified Metro Act permit and a license are required for installation of the system.

The modified Metro Act right of way permit covers those facilities which would qualify for placement in the right of way pursuant to the Metro Act, primarily the wires that connect these systems. The license agreement allows other items that would not be covered by the Metro

Mr. Brian D. Donovan

July 5, 2016

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Act (such as the antenna) to be located in the right of way. I would be happy to address any questions that any of the commissioners have about either of these documents. We are basically asking the commission to approve both of these documents so that public works will be in a position to respond to any applications for a DAS system upon their receipt.

Sincerely,

VARNUM

A handwritten signature in black ink, appearing to read "John M. Huff".

John M. Huff  
City Attorney

JMH/kjb

Enclosures

cc: Doug LaFave

10714342\_1.docx

# DAS/SMALL CELL LICENSE AGREEMENT

BETWEEN

THE CITY OF EAST GRAND RAPIDS

and

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**THIS LICENSE AGREEMENT DATED AS OF THIS \_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_, IS ENTERED INTO BY AND BETWEEN THE CITY OF EAST GRAND RAPIDS, A MUNICIPAL CORPORATION (“CITY”), AND \_\_\_\_\_, A \_\_\_\_\_ (“LICENSEE”).**

**WHEREAS**, the City has made significant investments of time and resources in the acquisition and maintenance of the Public Ways and such investment has enhanced the utility and value of the Public Ways; and

**WHEREAS**, the Public Ways within the City are used by and useful to private enterprises including Licensee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the City; and

**WHEREAS**, the right to access and/or occupy portions of such Public Ways for limited times, for the business of providing communications services, is a valuable economic privilege, the economic benefit of which should be shared with all taxpayers; and

**WHEREAS**, beneficial competition between providers of communications services can be furthered by the City’s provision of grants of location and rights to use the Public Ways on non-discriminatory and competitively neutral terms and conditions; and

**WHEREAS**, LICENSEE is a private enterprise engaged in installing facilities related to and/or providing various communications services within the City by means of fiber connected Distributed Antenna Systems or other Small Cell facilities (DAS/Small Cells or DAS Small Cell Networks); and

**WHEREAS**, LICENSEE desires to physically install and occupy portions of the Public Way to install additional poles, or to utilize City owned light, traffic signal or other City owned poles for use of its DAS/Small Cells; and

**WHEREAS**, LICENSEE’s private enterprise will be aided if allowed to exercise a valuable benefit by using the Public Ways in a manner not enjoyed by the general public; and

**WHEREAS**, LICENSEE is agreeing to compensate the City for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cells in exchange for a grant of location and the right to use and

physically occupy portions of the public way for the limited purposes and times set forth below; and

**WHEREAS**, LICENSEE has or will contemporaneously with this Agreement seek and obtain a METRO Act Permit for the transmission line portion of its DAS/Small Cells pursuant to 2002 PA 48; MCL 484.3101 et seq.; and

**WHEREAS**, the City grants this license pursuant to its authority to manage its public spaces including, without limitation, authority under the Michigan Constitution of 1963.

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the City and LICENSEE do hereby agree:

## **1.0 DEFINITIONS**

Except as otherwise defined herein, the following terms shall have the meanings given below:

1.1 “Agency” means any governmental agency or quasi-governmental agency other than City, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, METRO Authority or Local Community Stabilization Authority.

1.2 “Business Day” means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the City.

1.3 “DAS/Small Cells” or “DAS/Small Cell Network” means any and all telecommunication facilities or related equipment installed and/or operated by LICENSEE for the provision of telecommunication services including the fiber optic or other cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by LICENSEE as described in Exhibit A attached hereto and any facilities that replace the same.

1.4 “Day” means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.5 “FCC” means the Federal Communications Commission.

1.6 “Grant” when used with reference to grant or authorization of the City, means the prior written authorization of the City of East Grand Rapids (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean “Approval” as contemplated in various FCC determinations related to subsequent co-location requests which are expressly not granted by this Agreement.

1.7 “Hazardous Material” means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.8 “Law” or “Laws” means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.9 “Person” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.10 “Pole” means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, lighting fixtures or other similar poles located in the Public Way under the jurisdiction of the City or LICENSEE or following transfer from the City or other third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes any historically or architecturally significant poles owned by the City located on Public Ways or, other similar street features.

1.11 “Public Ways” or “Public Rights-of-Way” means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings and any other public places owned by and within the City as the same now or may hereafter exist and which are under the permitting jurisdiction of the City.

1.12 “Release” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of LICENSEE.

1.13 “Services” means those services provided by or through LICENSEE'S DAS/Small Cells as specifically identified in the attached detailed plans and specifications (see Exhibit A). If the City grants the provision of any other services by LICENSEE, upon such grant, the definition of “Services” shall automatically be revised to include any such grant of additional services. Unless specifically expressed in this agreement, Service does not mean video service of any kind.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement shall commence on the date when both of the following occur: 1) this Agreement is executed by the City, and 2) the City issues a METRO Act Permit relative to this same project (“Commencement Date”) and shall end on the earlier of the termination of LICENSEE's METRO Act Permit, or \_\_\_\_\_.

It is intended that this Agreement be coterminous with the METRO Act Permit issued relative to this same project.

Upon written application to City delivered no later than one year before the end date of the term of this LICENSE, the LICENSEE may request to amend this LICENSE to extend the end date to a proposed new date. Assuming the licensee has met all conditions of the LICENSE and performed to City's satisfaction in providing the Services in the City, and assuming that City believes extension of the term of this license would be in the public interest, the term end date of this Agreement may be extended subject to whatever modifications of other Agreement terms and conditions the City may find are appropriate and in parallel with any termination and/or extension of any related METRO Act Permit(s).

### **3.0 DESCRIPTION OF WORK**

**3.1 Installation of DAS/SMALL CELL NETWORKS.** During the term of this Agreement, LICENSEE is authorized, on a non-exclusive basis, to locate and install poles, light poles, or to attach to City light pole, traffic signal poles or other City owned poles to house and operate a DAS/Small Cell Network in the utility Public Ways or other City owned or controlled property, as more particularly identified in Exhibit A. This Agreement does not give any rights to use any poles not owned by the City.

**3.1.1. Location of DAS/Small Cell Networks.** The City may grant or deny the location and installation of any DAS/Small Cell Network on a pole prior to installation, based on reasonable regulatory factors, such as the location of other present or future communications facilities, efficient use of scarce physical space to avoid premature exhaustion, potential interference with other communications facilities and services, the public safety and other critical public services; provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed.

**3.1.2 Map and List of DAS/Small Cell Network.** LICENSEE shall maintain in a form acceptable to the City, a current map and list of the location of all facilities used by LICENSEE for its DAS/Small Cell Network pursuant to this Agreement and located in Public Ways. LICENSEE shall provide such list to the City within ten (10) Business Days upon receipt of request for same; and LICENSEE shall, whether or not requested by the City, provide an updated list and map promptly after any change is made in regard to the locations of the specific poles specified by LICENSEE in such lists and maps. LICENSEE shall obtain all required permits and grants of the City and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. LICENSEE shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, except as expressly authorized by and in strict compliance with this Agreement, and shall not without

further and separate authorization, otherwise locate more than one antenna or other related structure on any single pole.

3.1.3 Changes to DAS/Small Cell Networks or Their Location on Poles Located on Public Ways. If LICENSEE proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located on Public Ways deviate in any material way from the specifications attached hereto as Exhibit A, then LICENSEE shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the owners of the poles located on Public Rights-of-Way and shall provide the City with written evidence of such authorization. The City may not unreasonably deny use of the different but comparable equipment, or non-material deviation from the specifications set forth in Exhibit A with regard to the placement of the DAS/Small Cell equipment on the poles located on Public Ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 Provision of Services. The DAS/Small Cell Network installed pursuant to this Agreement may be used solely for the rendering of telecommunication services. If LICENSEE proposes to make a material change to the nature or character of the services not expressly permitted under this Agreement, including, without limitation, video programming services, open video system services, or cable television services, LICENSEE shall notify the City in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The City may either (i) accept the proposed change in Service on mutually agreeable terms and conditions or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.3 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by LICENSEE under this Agreement, LICENSEE shall promptly restore all work site areas to a condition reasonably satisfactory to the City and in accordance with construction standards as specified by the City, ordinary wear and tear not caused by LICENSEE or the DAS/Small Cells Networks excepted. The provisions of this section shall survive the expiration, completion or earlier termination of this Agreement.

3.4 Removal of DAS/Small Cell Network. Upon one hundred and eighty (180) days' written notice by the City pursuant to the expiration or earlier termination of this Agreement for cause, or pursuant to Section 3.6 of this Agreement, LICENSEE shall promptly, safely and carefully remove the DAS/Small Cell Network from and including all poles and other places located in Public Ways, except for facilities subject to LICENSEE'S METRO Act Permit. Facilities located in the Public Ways and subject to LICENSEE'S METRO Act Permit shall be removed as required under that permit. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this

Section 3.4, then the City, upon written notice to LICENSEE, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the City the reasonable costs and expenses incurred by the City in performing any removal work and any storage of LICENSEE's property after removal (including any portion of the DAS/Small Cell Networks) within fifteen (15) Business Days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under LICENSEE's performance bond. After the City receives the reimbursement payment from LICENSEE for the removal work performed by the City, the City shall promptly return to LICENSEE the property belonging to LICENSEE and removed by the City pursuant to this Section 3.4 at no liability to the City. If the City does not receive the reimbursement payment from LICENSEE within such fifteen (15) Business Days, or if City does not elect to remove such items at the City's cost after LICENSEE's failure to so remove prior to one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, any items of LICENSEE's property, including without limitation the DAS/Small Cell Networks, remaining on or about the Public Ways or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the City who own poles located in the Public Way and used by LICENSEE. Alternatively, the City may elect to take title to such abandoned property, whether the City is provided by the LICENSEE, an instrument satisfactory to the City transferring to the City the ownership of such property, or not. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

3.5 Risk of Loss or Damage. LICENSEE acknowledges and agrees that LICENSEE bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged DAS/Small Cell Networks, including, without limitation, damage caused by the City's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees or contractors.

3.6 Removal or Relocation of DAS/Small Cell Network at City's Request. LICENSEE understands and acknowledges that the City, at any time and from time to time, may require LICENSEE to remove or relocate upon a written request from the City on ten (10) Business Days' notice at LICENSEE's sole cost and expense, portions of the DAS/Small Cell Network whenever City reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project, (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the light poles, traffic signals, City-owned communications systems or other City facilities, (3) because of a sale or vacation of the Public Ways by the City, (4) because there is a change in use of the Public Ways by the City provided such use similarly affects similarly LICENSED users in the

public right of way, (5) because there is damage to and/or removal of the pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). LICENSEE shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the City. Such removal, relocation, adjustment shall be completed within the time prescribed by the City in its written request and in accordance with the terms of this Agreement and the LICENSEE's METRO Act Permit. If LICENSEE fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the City within the prescribed time, City may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

#### **4.0 PERMIT, LIMITATIONS AND RESTRICTIONS**

4.1 Limited Authorization. This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on sites, locations, structures or facilities other than those specifically identified herein or in LICENSEE's METRO Act Permit. Placement of the DAS/Small Cell Networks shall comply with the terms of the City's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way under grant by the City. The Agreement does not relieve LICENSEE of its burden of seeking any necessary permission from other Agencies which may have jurisdiction regarding LICENSEE's proposed use. LICENSEE further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the City.

4.2 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized solely for the rendering of telecommunication services, and LICENSEE is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein. Failure to abide by this may constitute a breach of this Agreement, and the City, after providing LICENSEE with written notice and a meeting concerning the same, may levy fines in an amount not to exceed one thousand dollars (\$1,000.00) per day until the breach is remedied together with all other remedies available at law or equity

4.3 Reservation of Powers. The City reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other City property. LICENSEE shall be subject to all present and future ordinances of the City and its boards and commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the City or of the City's right to require LICENSEE to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

4.4 All Permitted Activities Fees at LICENSEE'S Sole Expense. Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of LICENSEE under this Agreement, shall be LICENSEE's sole responsibility at LICENSEE's sole cost and expense.

4.5 Permit. LICENSEE shall obtain, at its sole expense, all applicable permits required by City or any other Agency to perform the work and make ongoing use, as described in this Agreement, of poles, supporting structures, equipment housing, or other facilities located in or on the Public Rights-of-Way, including but not limited to a METRO Act Permit pursuant to 2002 PA 48; MCL 484.3101 et seq.

4.6 No Real Property Interest Created. Neither LICENSEE's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in LICENSEE a real property interest in any portion of the Public Rights-of-Way or any other City property, including but not limited to, any fee or leasehold interest in any land or easement. LICENSEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that LICENSEE, its successor, lessee or assign may be subject to the payment of such taxes.

4.7 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time.

4.8 Co-Location. This Agreement does not grant or approve any co-location rights to any person or entity, related or unrelated to the LICENSEE. LICENSEE is authorized to install one antenna per site. Additional antennas require new and additional licensure at the City's sole discretion. In the event the City grants a co-location or METRO Act or similar right of way use request to a third party LICENSEE shall make such accommodations necessary to allow such co-location or pole attachment on any pole or other support structure referenced in this Agreement. Co-location requirements may include fees and/or pole attachment agreements that are fair and reasonable as defined by the City and applicable law.

## **5.0 WAIVERS AND INDEMNIFICATION**

5.1 Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall

be personally liable to LICENSEE, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to LICENSEE, its successors and assigns, or for any obligation of City under this Agreement.

5.2 Obligation to Indemnify the City. LICENSEE, its successors and assigns, shall hold harmless, defend, protect and indemnify the City, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of LICENSEE or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other City property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by LICENSEE in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by LICENSEE of the terms and conditions hereof or any permit or grant issued by any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by LICENSEE in connection herewith, and (vi) any direct or indirect interference by LICENSEE or the DAS/Small Cell Networks.

5.3 Scope of Indemnity. LICENSEE shall hold harmless, indemnify and defend the City as required herein, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors, except only for claims resulting from the sole negligence or willful misconduct of the City, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. LICENSEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or

potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to LICENSEE by the City and continues at all times thereafter. LICENSEE agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

5.4 No Liability for Damage, Death or Bodily Injury. Neither City nor any of its commissions, departments, boards, officers, agents, contractors, or employees shall be liable for any damage to the property of LICENSEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities authorized by this Agreement, the condition of any City property subject to this Agreement or LICENSEE's use of any City property, except as otherwise provided herein.

5.5 Waiver of All Claims. LICENSEE acknowledges that this Agreement is terminable by the City under limited circumstances as provided herein, and in view of such fact LICENSEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and LICENSEE expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of LICENSEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, LICENSEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein.

5.6 No Liability for Consequential or Incidental Damages. LICENSEE expressly acknowledges and agrees that the City will not be liable for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or LICENSEE's permitted activities hereunder. The City would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its agents, and LICENSEE expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of LICENSEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, LICENSEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, City, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference

with uses conducted by LICENSEE pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of City or its agents.

5.7 No Interference. LICENSEE shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. LICENSEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by LICENSEE, to facilities belonging to the City. The City agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements City may enter into after the date hereof.

5.8 Survival of Termination. The provisions of Sections 5.1 through 5.7, inclusive, shall survive any termination of this Agreement.

## **6.0 INSURANCE**

6.1 Amounts and Coverages. LICENSEE will maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

6.1.1 Workers' Compensation, with Employer's Liability limits of not less than One million dollars (\$1,000,000) each accident.

6.1.2 Commercial General Liability Insurance with limits not less than five million dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Owners and Contractors' Protective, Broadform Property Damage, Products Completed Operations.

6.1.3 Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including owned, non-owned and hired auto coverage, as applicable.

6.2 Required Provisions. General Liability and Automobile Liability Insurance shall be endorsed to provide for the following:

6.2.1 Name as additional insureds: the City, its officers, agents and employees.

6.2.2 That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

6.3 Advance Notice of Cancellation. All policies shall be endorsed to provide: thirty (30) days advance written notice to City of cancellation or intended non-renewal, mailed to the following address:

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6.4 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, LICENSEE shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of six (6) years beyond the Agreement expiration, to the effect that, should any occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

6.5 General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

6.6 Receipt of Certificates of Insurance. Certificates of insurance, in the form and with insurers reasonably satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Agreement, with complete copies of policies promptly upon the City's written request.

6.7 Effect of Approval of Insurance. Approval of the insurance by the City shall not relieve or decrease the liability of LICENSEE hereunder.

6.8 Effect of Lapse of Insurance. This Agreement shall terminate immediately, after written notice to LICENSEE and an opportunity to cure of three (3) Business Days, upon any lapse of required insurance coverage.

**7.0 LICENSE FEE, RECORD and DEPOSITS**

In connection with the work to be performed and activities to be conducted by LICENSEE under this Agreement:

7.1 Fees for Installation and Operation of DAS/Small Cell-Related, METRO Act-Exempt Facilities, Including Antennas, Supporting Structures for Antennas, Poles, Equipment Shelters or Houses .

Initial Entry Fee: In order to compensate the City for LICENSEE's initial entry upon and deployment of DAS/Small Cell-related, METRO Act-exempt facilities, including antennas, supporting structures for antennas, poles, equipment shelters or houses within the Public Rights-of-Way, LICENSEE shall pay to the City the following administrative fee. For the first year of this Agreement an administrative right of way

fee, in addition to the regular monthly fee referenced below, shall be \$\_\_\_\_\_, based upon the nature of pole and appurtenant area upgrades and replacements agreed to by the parties. A reasonable portion of these funds can be used for City incurred costs as needed.

Monthly Fee Per LICENSEE or City-owned pole, with LICENSEE-owned Antenna and related structures and equipment: As compensation for the use of any and all structures in the City Public Ways, including poles or other structures and facilities, in whole or in part, whether held in fee or in trust by the City (“City Facility”) or by LICENSEE, LICENSEE shall pay to the City a monthly fee (the “Monthly Fee”) in the amount identified in the schedule set forth immediately below, per site for the use of each such facility or structure, whether City owned or owned by LICENSEE, which is located in the City Public Ways and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement. The aggregate Monthly Fee with respect to each year of the term shall be an amount equal to the number of sites on City-owned rights of way or other property locations or equipment or Facilities on which LICENSEE’s equipment was currently existing during the preceding month, multiplied by the Monthly Fee, prorated as appropriate, and shall be due and payable within 30 Days of the end of each quarter.

**The parties to this Agreement do not intend, and this Agreement does not grant, the utilization of any jointly owned or third party-owned properties in fulfillment of this Agreement.**

This Agreement anticipates and AUTHORIZES ONLY ONE ANTENNA PER POLE OR STRUCTURE and every antenna as well as related support structure installed by LICENSEE in City Public Ways, shall be subject to a monthly fee as identified in this section:

Schedule of Monthly Fees per antenna or pole or both (not more than one antenna/pole):

\$\_\_\_\_\_ for new (not pre-existing) poles (e.g., concrete light poles, fiberglass poles, metal poles) other than in downtown districts

\$\_\_\_\_\_ for new poles in downtown districts, i.e., main intersection poles, in districts where there are buildings of several stories, or other large complexes, within 200 feet of the small cell

\$\_\_\_\_\_ for the use of ornamental poles in downtown districts.

It is the intent of the parties that all antennas are to be placed on poles only, as described above.

The parties to this Agreement do not intend, and this Agreement does not grant, the utilization or installation of any City-owned public places, buildings or structures other than certain poles in the City Public Ways as specifically identified in Exhibit A.

7.2 Retention of Records. LICENSEE shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement and

provide such records on a quarterly basis in such form as to support the payments made under Section 7.1 above.

7.3 Late Payment Charge. If LICENSEE fails to pay any amounts payable under this Agreement within ten (10) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to eighteen percent (18%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the City and LICENSEE, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the City will incur because of any such failure by LICENSEE, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments and Documentation. In addition to all other fees to be paid to the City hereunder, LICENSEE shall timely pay to the City all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by LICENSEE to the City in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. LICENSEE therefore acknowledges and agrees that this Agreement alone is not in and of itself sufficient authorization from the City for the installation and operation of the DAS/Small Cell Networks and that additional documentation and fees may be required by the City, including a METRO Act Permit and any engineering permits.

7.5 Security Deposit/Bond. Prior to performing any work necessary under this Agreement, LICENSEE will deliver to the City a valid performance bond in the sum of \_\_\_\_\_ thousand dollars (\$\_\_\_\_\_), issued by a surety company acceptable to the City's Controller in the form attached hereto as Exhibit B. LICENSEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, damages and fees not covered by any insurance policies including but not limited to: interest, charges by the City to remove DAS/Small Cell Networks and unpaid permit and administrative fees. LICENSEE shall keep such surety bond, at its expense, in full force and effect until the sixtieth (60th) day after the Expiration Date or other termination hereof, to insure the faithful performance by LICENSEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the City of cancellation or material change thereof. In the event of any non-extension of the bond, LICENSEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if LICENSEE fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to LICENSEE upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related METRO Permit shall satisfy the bond requirements of this Agreement.

## **8.0 WORK STANDARDS**

**8.1 Performance of Work.** LICENSEE shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the light poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by LICENSEE in the Public Ways shall at all times be performed by workers in accordance with generally accepted industry practice.

**8.2 Work Plan.** Prior to performing any work necessary under this Agreement, LICENSEE shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed (“Work Plan”) to the City for review and will not perform any work until it has received City Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, LICENSEE shall provide to the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, LICENSEE shall deliver as-built drawings to City Hall.

**8.3 No Underground Work Without Written Authorization.** LICENSEE hereby represents, warrants and covenants that LICENSEE shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by LICENSEE under this Agreement, except to the extent expressly approved by the City. LICENSEE further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

**8.4 Repair or Replacement of Damaged Facilities or Property.** Upon written request, LICENSEE agrees to repair or replace to City's reasonable satisfaction any City-owned facilities or City-owned property that the City determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by LICENSEE under this Agreement. LICENSEE shall perform such work at no expense to the City, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of City.

**8.5 Modification of Work Plans.** If during the term of this Agreement, the City determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by LICENSEE and granted, the City shall have the authority to identify, specify and delineate the modification or departure required, and LICENSEE shall perform the work allowed under this Agreement in accordance with the City-specified modification or departure at LICENSEE's sole expense. The City shall provide LICENSEE with a written description of the required modification or departure,

the public health or safety issue necessitating the modification or departure, and the time within which LICENSEE shall make, complete or maintain the modification or departure required.

## **9.0 TERMINATION**

**9.1 Immediate Termination upon Notice in Certain Circumstances.** In addition to all other remedies provided by Law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By City after written notice to LICENSEE and after opportunity to meet with representatives of the City, if the City reasonably determines that LICENSEE's continued use of the Public Ways will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the Defaulting Party's failure to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting Party notice of such failure or an opportunity to cure.

**9.2 Effect of Termination.** In the event of termination of this Agreement as herein provided, LICENSEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for LICENSEE to remove the DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above and repair as needed. Termination of this Agreement by the City as herein provided shall constitute the withdrawal of any grant, consent or authorization of the City for LICENSEE to perform any construction or other work under this Agreement in the Public Rights-of-Way or on public property excepting only that work necessary for LICENSEE to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the City shall promptly remit to LICENSEE a prorated portion of the annual license fee paid to the City, if any.

**10.0 NOTICES**

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

**CITY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LICENSEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either City or LICENSEE may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

**11.0 COMPLIANCE WITH LAWS**

11.1 LICENSEE shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

**12.0 MISCELLANEOUS**

12.1 Amendments. Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2. Representations and Warranties. Each of the persons executing this Agreement on behalf of LICENSEE does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) LICENSEE is a duly authorized and existing \_\_\_\_\_ corporation, has and is qualified to do business in the \_\_\_\_\_, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of LICENSEE are authorized to do so, (c) all financial statements and reports previously provided to the City by LICENSEE are true and complete in all material respects and accurately reflect the financial condition of

LICENSEE as of the date such statements were provided to the City, and LICENSEE's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the City's written request, LICENSEE shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties.

12.3 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 Assignment; Successors and Assigns. Neither this Agreement nor any part of LICENSEE's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that LICENSEE deliver to the City the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between City and transferee; (3) Certificate of Insurance naming transferee as insured. In the event LICENSEE files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code. An assignment of this Agreement is only enforceable against the City if LICENSEE or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. City hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of LICENSEE arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of LICENSEE or of the estate of LICENSEE within the meaning of the Bankruptcy Code.

12.5 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

12.10 Relationship of Parties. The City is not, and none of the provisions in this Agreement shall be deemed to render the City, a partner in LICENSEE's business, or joint venturer or member in any joint enterprise with LICENSEE. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Most Favored Jurisdiction. Should LICENSEE, after the date that LICENSEE receives all permits and Authorizations necessary to install and operate the network as contemplated in this Agreement, enter into a DAS/Small Cell LICENSE Agreement with another government body, school, or municipality within the State of Michigan which contains financial benefits for such government body, school, or municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's reasonable opinion substantially superior to those in this Agreement, City shall have the right to require that LICENSEE modify this Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise. Any increase in financial benefits in a similar agreement shall be paid to the City retroactive to the date LICENSEE entered into such superior agreement with another entity.

**LICENSEE**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CITY OF EAST GRAND RAPIDS**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## **EXHIBITS**

Exhibit A DAS/Small Cell Network Plans and Specs  
Exhibit B Bond

10666693\_1.doc

METRO Act  
Unilateral Form  
Revised 12/06/02

**MODIFIED RIGHT-OF-WAY**  
**TELECOMMUNICATIONS PERMIT FOR DAS/SMALL CELL SYSTEM LINES ONLY**  
**(Revised by the City of East Grand Rapids on July \_\_, 2016)**

This permit issued this \_\_\_\_ day of \_\_\_\_\_, 2016 by the City of East Grand Rapids

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Manager or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the City of East Grand Rapids, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean \_\_\_\_\_, whose address is \_\_\_\_\_.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. **Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters, poles or houses,** and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A, to construct, install and maintain Telecommunication Facilities (**not including antennas, supporting structures for antennas, equipment shelters, poles or houses**) on the terms set forth herein.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.1.3 **The grant under this permit of access to and use of the Public Right-of-Way is not a permit, approval, franchise, lease or license for access to or use of antennas, supporting structures for antennas, equipment shelters, poles or houses that may be in or on the Public Right-of-Way; such access must be applied for in a separate franchise, lease or license application requesting same.**

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, **modify or deny**, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is

\_\_\_\_\_  
\_\_\_\_\_.

- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is \_\_\_\_\_.
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is: See Answer to 3.1.1.
- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is \_\_\_\_\_.
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

#### 4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions

as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into

contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and removal of its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of 2013; MCL 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

## 5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively “claim” for this Part 5) (including, without limitation, attorneys’ fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee’s use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

## 6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality’s acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
  - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
  - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
  - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability,

environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 five years from the Date of Issuance; or
  - 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
  - 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
  - 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
  - 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance/Removal Bond or Letter of Credit

8.1 Municipal Requirement. Municipality requires Permittee to post a \$\_\_\_\_\_ bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended, MCL § 484.3115(3). The bond may be renewed or replaced from year to year.

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.1.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.2 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the

ownership or control of Permittee's business, or by other means, subject to the following:

- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
  - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
  - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

## 12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

If to Municipality, to \_\_\_\_\_.

12.1.1 If to Permittee, to \_\_\_\_\_.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” or “video service” as defined in 2006 PA 480; MCL 484.3301 et seq., (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act, MCL 484.3105.
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.
- 13.6 **Distributed Antenna Systems (DAS):** This Permit is not an approval for the installation of any antennas, supporting structures for antennas, equipment shelters, poles or houses, small cell antenna systems or distributed antenna systems (DAS). The Municipality relies on paragraph 1.8 of the State approved Permit Form as well as MCL 484.3102(j), which specifically excludes such antennas and structures from application of the METRO Act, and thus as not properly subject to this METRO Act Permit.

**The Municipality rejects METRO Authority METRO Act Determination #1 – Distributed Antennae Network Systems, June 2, 2004 as unsupported by and in direct conflict with the language of the METRO Act, at MCL 484.3102(j), and paragraph 1.8 of the State approved Unilateral METRO Act Permit form, and also in violation of the Municipality's zoning and other regulatory authority and proprietary interests with respect to such antennas and supporting structures as ordered in FCC 14-153 (October 17, 2104).**

**By granting this permit, the Municipality makes no representations about any subsequent agreement concerning the ability to install any antennas, supporting structures for antennas, equipment shelters, poles or houses, small cell antenna systems or distributed antenna systems (DAS) or that permission will be granted.** Municipality further expressly affirms that any such placement will be subject to Permittee's compliance with all Municipality's ordinances and regulations including, without limitation, all zoning, land use and engineering requirements.

City of East Grand Rapids

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

[Permittee Name]

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**

**Public Right-of-Way to be Used by Telecommunication Facilities**

**Exhibit B**

**Bond**

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PROCEEDINGS OF THE CITY COMMISSION  
CITY OF EAST GRAND RAPIDS

**Regular Meeting Held July 18, 2016**

Mayor Seibold called the meeting to order at 6:00 p.m. in the City Commission Chambers at the East Grand Rapids Community Center and led the audience in the Pledge of Allegiance.

Present: Commissioners Dills, Duncan, Miller, Skaggs, Zagel, and Mayor Seibold

Absent: Commissioner Hamrick

Also Present: City Attorney Huff; Assistant City Manager LaFave; Finance Director Mushong; Public Safety Director Herald; Zoning Administrator Faasse; City Clerk Brower; Sgt. Davis; Sgt. Perez; PSO Naagtzaam; PSO Kreiner, PSO Moore, PSO Lobezoo, Bike Patrol Officers

2016-69. No public comment was received.

2016-70. Mayor Seibold presented four large posters with words of support and encouragement to the Public Safety Department in the aftermath of several shootings targeting police officers across the nation. Mayor Seibold stated our community is incredibly proud of our Public Safety officers and their dedication to those they are sworn to serve and protect. She thanked the officers present for their work on each shift and urged all the residents of the city to thank our officers with a friendly wave or a kind word.

Commissioner Dills thanked his fellow commissioners for electing him President of the commission at the last meeting.

2016-71. A zoning variance hearing was held regarding the request of Jason Hannah and Hanna Jaworski of 1222 Eastlawn to allow the construction of a covered front porch creating a front yard setback of 16.8' instead of the required 25.0.'

Zoning Administrator Faasse explained the request for a front yard setback variance to accommodate a new covered front porch that is part of a larger remodeling project. He noted this is the only house facing Eastlawn on this side of the street, so the typical averages do not apply in this case.

Jason Hannah, 1222 Eastlawn, noted the letters of support from neighbors regarding the project. Mark Frimodig, architect, noted the new porch would be consistent with the existing setbacks of surrounding garages and homes.

Mayor Seibold opened a public hearing. The following communications were received at City Hall concerning this variance request:

- Donald Perry, 1215 Eastlawn	No objection.
- Kathy & Kelly Swieter, 2227 Anderson	No objection.
- Suzanne Bonnah, 1225 Eastlawn	No objection.
- Jay Romanowski, 2241 Anderson	No objection.
- F. Spencer Brown, 2230 Hall	No objection.

No other public comment was received. Mayor Seibold closed the public hearing.

2016-71-A. Dills-Miller. That the request of Jason Hannah and Hanna Jaworski of 1222 Eastlawn to allow the construction of a covered front porch creating a front yard setback of 16.8' instead of the required 25.0' be approved with the condition that the porch remain as unheated, unenclosed space and not converted into finished living space.

Commissioner Dills noted the current porch is only 19' from the property line, meaning this variance is really only about a 2' different from the current setback. He stated he would be supporting the variance.

Commissioner Miller spoke in favor of the addition as long as it was not converted into part of the home's living space at a future date.

Commissioner Skaggs stated that front porches encourage a sense of community and neighborhood interaction and he would support the request.

Mayor Seibold noted this was, indeed, the only home facing Eastlawn on this side of the street and that a variance to allow this change was not a significant issue to surrounding homes. She liked looking at variance requests on a case by case basis for this very reason.

Yeas: Dills, Duncan, Miller, Skaggs, Zigel and Seibold – 6

Nays: -0-

2016-72. Review of a special land use application and site plan approval request by Calvin College.

Commissioner Skaggs questioned whether a maximum number of residents in the Ravenswood facility should be included with the zoning approval. City Attorney Huff noted that Calvin College would have to come back to the city for approval if any significant changes were made to the building or its use. Commissioner Dills noted the Planning Commission had discussed this issue and did not place any limits on the proposed number of students to be housed at Ravenswood.

Mayor Seibold opened a public hearing. No public comment was received. Mayor Seibold closed the public hearing.

2016-72-A. Skaggs-Dills. That Calvin College's request for a special land use status to use the Ravenswood House as student housing be granted and the site plan attached to their zoning review application submitted April 11, 2016 be approved.

Yeas: Dills, Duncan, Miller, Skaggs, Zigel and Seibold – 6

Nays: -0-

2016-73. Zigel-Duncan. To approve the consent agenda as follows:

2016-73-A. To approve the minutes of the regular meeting held July 5, 2016.

2016-73-B. Report of Finance Committee on disbursement of funds: payroll disbursements of \$229,531.97; county and school disbursements of \$1,729.58, and total remaining disbursements of \$247,593.66.

2016-73-C. The preliminary minutes of the Planning Commission meeting held June 14, 2016.

Yeas: Dills, Duncan, Miller, Skaggs, Zigel and Seibold – 6

Nays: -0-

The meeting adjourned at 6:29 p.m., subject to the call of the Mayor until August 1, 2016.

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Karen K. Brower, City Clerk



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE  
ASSISTANT CITY MANAGER

## MEMORANDUM

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Assistant City Manager  
DATE: 7/11/2016  
  
RE: 2000 Freightliner dump/plow truck replacements #189 and #190

Action Requested: That the City Commission approve the replacements of #189 and #190, 2000 Freightliner dump/plow trucks through the MiDeal contracts totaling ~\$158,000 each.

Background: The Department of Public Works requested the Freightliner dump/plow trucks, #189 and #190 be replaced in the FY 16-17 budget as part of the Capital Improvement Plan.

The City of East Grand Rapids purchases vehicles and equipment, when possible, through the State of Michigan purchasing consortium MiDeal. The MiDeal contract vendor for International truck cab/chassis to match the East Grand Rapids truck fleet is Tri-County International Trucks, Inc. from Dearborn, MI, MiDeal contract specification #3958-0160D for \$93,085 each. The MiDeal contract for dump boxes, spreaders, plows/scrapers, controllers, hydraulics systems and lighting is Truck & Trailer Specialties from Dutton, MI, MiDeal contract 071B5500010 for \$64,371 each. If approved it will take approximately 180 days for the trucks to be manufactured and delivered to the City.

This has been reviewed by the finance committee and found to be in order.

---

Brian Donovan, City Manager



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE  
ASSISTANT CITY MANAGER

## MEMORANDUM

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Assistant City Manager  
DATE: 7/15/2016  
RE: Public Safety Vehicle Replacements #291 and #294

Action Requested: That the City Commission approves the replacements of Public Safety vehicles #291 and #294 with 2017 Ford Interceptors in the amount of ~\$51,600 each as noted below.

Background: The Department of Public Works mechanics staff reviews all City vehicles and equipment each year to help revise/update the three-year capital improvement plan for the MERF fund. This past year Public Safety vehicles #291 and #294 were deemed ready for replacement.

A committee consisting of mechanics from the Department of Public Works and the Department of Public Safety convened to discuss vehicle specifications for the recommendation.

Breakdown of Public Safety vehicle purchase recommendation:

Base Vehicle:

- MiDeal contract# 071B1300005-Gorno Ford (Woodhaven, MI): \$31,500 each\*

Equipment Quotes:

- Mark's Body Shop/Time Emergency (Grand Rapids, MI): \$8,497.75 each\*
- Cruisers West, LLC (Kalamazoo, MI): \$8,646.69 each
- Priority One Emergency (Canton, MI): \$8,652.00 each

Installation Quotes:

- Mark's Body Shop/Time Emergency (Grand Rapids, MI): \$2,625.00 each\*
- Cruisers West (Kalamazoo, MI): \$2,400.00 each
- Priority One (Canton, MI): \$1,875.00 each

\*DPS has requested that the installation be awarded to the local vendor in Grand Rapids with respect to level of service and proximity\*

Toughbook (vehicle computer) Quotes:

- Drew Wireless (Grand Rapids, MI): \$3,500.00 each\*
- Toughruggedlaptopsonline.com (Online): \$4,297.93.00 each
- Group Mobile (Online): \$4,965.00 each

Docking Stations (vehicle computers) Quotes:

- Drew Wireless (Grand Rapids, MI): \$575.00\*
- CDW (online): \$749.99
- Mark's Body Shop (Grand Rapids, MI): \$1,020.00

Printer Quotes:

- Drew Wireless (Grand Rapids, MI): \$660.00\*
- Cruisers West, LLC (Kalamazoo, MI): \$628.50
- Printer Direct (Online): \$855.00

\*DPS has requested Drew Wireless be awarded the printers due to level of customer service and proximity\*

Radar Unit Quotes:

- Kustom Signals (Lenexa, KS): \$2,034 each\*
- ACI Stalker (Plano, TX): \$2,095 each
- Decatur Electronics (Phoenix, AZ): Did not submit

Custom Storage Boxes (for Public Safety Gear) Quote:

- Mark's Body Shop (Grand Rapids, MI): \$975.00\*
- \*This is a custom build item designed by the vendor and used in existing vehicles.

Vehicle Graphics:

- Design Edge (Grand Rapids, MI)-Holding price from FY 15/16: \$760 each\*

Vehicle Painting (Paint-Roof):

- Tony Betten Ford (Grand Rapids, MI)-Holding price from FY15/16: \$441.85\*

Total: \$51,568.60 each

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Brian Donovan, City Manager