

7:30 p.m. Call to Order.

Invocation: Pastor Barry Petrucci of Chapel Hill United Methodist Church

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Certificate of Recognition Honoring Max Newsome and Alex Hufford.

A. Approval of City Council Meeting Minutes.

1. Approval of the Regular Meeting Minutes of August 11, 2015.

* B. Approval of Consent Agenda Motions.

* C. Accounts Payable Register:

1. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of August 25, 2015 as presented.

D. Public Hearings:

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

* 1. Communication from the City Manager recommending that City Council authorize the purchase of two four-wheel drive three-quarter ton pickup trucks, two hybrid sedans, five four-wheel drive police patrol vehicles, one utility van, one front end loader, one compact track loader, one electric police patrol motorcycle and one compact excavator through the State of Michigan purchasing program (MiDEAL), and the National Joint Purchase Alliance (NJPA) purchasing program at a total cost of \$532,588.76 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

* 2. Communication from the City Manager recommending that City Council approve the sole source purchase of 45,000 pounds of crack sealing material in the amount of \$19,993.50 from Maxwell Products, Incorporated, of Salt Lake City, Utah and authorize the City Manager to execute all documents related to this action on behalf of the city.

* 3. Communication from the City Manager recommending that City Council:

1. approve Contract 15-5154 between the Michigan Department of Transportation and the City of Portage for a shared use sewer agreement along Trade Centre Way;
2. adopt a Resolution authorizing the City Manager to sign Contract 15-5154; and

authorize the City Manager to sign all other documents related to this matter on behalf of the city.

* 4. Communication from the City Manager recommending that City Council approve the Resolution to obligate funds and commit responsibility for maintenance of the planned South Central Bikeway non-motorized trail in perpetuity and authorize the City Manager to sign all other documents related to this matter on behalf of the city.

* 5. Communication from the City Manager recommending that City Council receive the report from the Local Officers Compensation Commission.

* 6. Communication from the City Manager regarding the July 2015 Environmental Report - Information Only.

* 7. Department Monthly Reports.

G. Communications:

1. Communication from the Mayor recommending that City Council appoint the Mayor, Mayor Pro Tem Pearson and Councilmember Ford to the City Manager Salary Review / Evaluation Committee, convene the City Manager Salary Review / Evaluation Committee and request a recommendation as to compensation for Fiscal Year 2015-2016.

H. Unfinished Business:

- * 1. Communication from the City Manager recommending that City Council, consistent with Section 6.2 of the City Charter, appoint Randall L. Brown as the City Attorney, effective September 1, 2015 and authorize the City Manager to enter into a contract with Randall L. Brown and Associates, PLC, for a term not to exceed five years at an annual rate of \$225,728.

* I. Minutes of Boards and Commissions Meetings:

J. Council Committee Reports:

K. New Business:

L. Bid Tabulations:

- * 1. Communication from the City Manager recommending that City Council award an engineering services contract to Wightman & Associates, Incorporated, for Portage Road from Romence Road Parkway to East Milham Avenue in the amount not to exceed \$67,300 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- * 2. Communication from the City Manager recommending that City Council award an engineering services contract to Abonmarche Consultants, Incorporated, of Benton Harbor, Michigan, for the East Osterhout Avenue (South Westnedge Avenue to Portage Road) street reconstruction project in an amount not to exceed \$62,905 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- * 3. Communication from the City Manager recommending that City Council award an engineering services contract for the Zylman Lift Station Renovations to Jones & Henry Engineers, Ltd., in the amount not to exceed \$48,885 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

M. Other City Matters:

1. Statements of Citizens.
2. From City Council and City Manager.
- * 3. Reminder of Meetings:
 - * a. Thursday, August 27, 4:30 p.m., Public Media Network Board of Directors, 359 S. Kalamazoo Mall, 3rd Floor, Kalamazoo.
 - b. Wednesday, September 2, 8:15 a.m., Historic District Commission, City Hall Room No. 2
 - c. Wednesday, September 2, 9:00 a.m., Special Meeting of the Portage Historic District Commission, City Hall Room No. 2.
 - d. Wednesday, September 2, 6:30 p.m., Westfield Park followed by Harbors West Park at 7:15 p.m.
 - e. Thursday, September 3, 6:30 p.m., Human Services Board, City Hall Room No. 1.
 - f. Thursday, September 3, 7:00 p.m., Planning Commission, Council Chambers.

N. Materials Transmitted.

- * 1. Materials Transmitted of August 7, 2015.

Adjournment.

CERTIFICATE OF RECOGNITION HONORING

MAX NEWSOME AND ALEX HUFFORD

- WHEREAS,** on Sunday, August 2, 2015, Max Newsome and Alex Hufford left Portage Central High School to ride 1000 miles on bicycles in order to raise funds to build a well in Poipet, Cambodia; and
- WHEREAS,** Max Newsome and Alex Hufford recognized the need following a presentation by the organization, ActiveWater, during a summer camp while in middle school; and
- WHEREAS,** they created their own mission, 4 Great Lakes, 1 Great Cause, partnered with a non-profit organization, marketed their event, and organized their ride an effort to help those in need; and
- WHEREAS,** their team, "4 Great Lakes, 1 Great Cause," rode the distance in 13 days while touching 4 of the 5 Great Lakes in an effort to raise \$6,000 for the fresh water well which is being built by the organization, "Activewater."

NOW, THEREFORE, BE IT RESOLVED that the Mayor, City Council and City Manager of the City of Portage, Michigan, hereby acknowledge this awesome effort by Max Newsome and Alex Hufford for bringing their leadership, awareness and funding for this most worthy cause on behalf of the citizens of the City of Portage, and acknowledge their valuable service and contribution to Portage; and

BE IT FURTHER RESOLVED that a copy of this resolution be placed in the Heritage Room of the Portage District Library so the contributions of Max Newsome and Alex Hufford to the people of Poipet, Cambodia, may be continually recognized by future generations of Portage citizens.

Dated: August 25, 2015

Mayor Peter Strazdas

Mayor Pro Tem Jim Pearson

Councilmember Nasim Ansari

Councilmember Richard Ford

Councilmember Patricia Randall



Councilmember Claudette Reid

Councilmember Terry Urban

City Manager Laurence Shaffer

CITY COUNCIL MEETING SUMMARY

August 11, 2015

ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of August 11, 2015, as presented.

REPORTS FROM THE ADMINISTRATION

- ◆ Adopted the resolution approving the Complete Streets Policy.
- ◆ Approved a two-year contract renewal with Delta Dental Plan of Michigan and authorized the City Manager to execute all documents on behalf of the City.
- ◆ Approved a revision of the City Investment Policy as recommended by the Investment Committee.
- ◆ Received the responses to the Charter Amendment by Initiative Petition from Governor Rick Snyder and Chief Legal Counsel for the Attorney General, Matthew Schneider, as information only.

COMMUNICATION

- ◆ City Council received a communication from the Michigan Municipal League regarding the Annual Meeting Notice.

CITY COUNCIL COMMITTEE REPORTS

- ◆ Received the Presentation by the City Manager Employment Manual Committee and adopted the *City Council Policy with Regard to Employment of City Manager*.
- ◆ Received the Report from Mayor Pro Tem Pearson regarding a meeting of the Central County Transit Authority, Kalamazoo County Transit Authority and the Kalamazoo Transit Authority.

BID TABULATIONS

- ◆ Awarded a contract for the maintenance of the city traffic signal system from September 1, 2015, to June 30, 2018, with the option to renew for one 3-year period to Severance Electric Company, Incorporated, in the base amount of \$173,800 with hourly rates as bid for call-in work and additional intersections as necessary and authorized the City Manager to execute all documents related to the contract on behalf of the City.
- ◆ Awarded a construction contract for the Pine View Drive Sanitary Sewer Project to Balkema Excavating, Incorporated, of Kalamazoo, Michigan, in the amount not to exceed \$261,328 and authorized the City Manager to execute all documents related to the contract on behalf of the City.
- ◆ Awarded a contract to perform engineering services for the West Centre Avenue Traffic Signals and Roadway Improvements project for the intersections of Old Centre Road/West Centre Avenue and Cooley Drive/West Centre Avenue to Abonmarche Consultants, Incorporated, in the amount not to exceed \$75,160 and authorized the City Manager to execute all documents related to the contract on behalf of the City.
- ◆ Approved a two-year contract with Specialty Business Forms, Inc., in the estimated amount of \$60,715.58 for tax bill and assessment notice printing, with the option to renew for two additional two-year periods, and authorized the City Manager to execute all documents related to the contract on behalf of the City.
- ◆ Approved the purchase of six Self-Contained Breathing Apparatus (SCBA) units and 14 air supply bottles from West Shore Fire of Allendale, Michigan, in the amount not to exceed \$47,726.04 and authorized the City Manager to execute all documents related to the purchase on behalf of the City.
- ◆ Approved a contract in an estimated annual amount of \$18,775 with Automatic Microfilming Co., Inc., for document microfilming, imaging and destruction services, with the option of four one-year contract renewals, and authorized the City Manager to execute all documents related to this action on behalf of the City.

STATEMENTS OF CITIZENS

- ◆ Kalamazoo County Commissioner Larry Provancher provided an update of County activities for City Council. He indicated that Consolidated Dispatch (911) is moving forward and the Executive Director search is going well, but the Kalamazoo County Administrator is not going as well. He reviewed the Kalamazoo County Local Housing Assistance Fund Millage that is specifically geared toward assisting children from families of low income who are homeless, or who are at risk of becoming homeless, and said that it is a "Vote for kids" campaign. He announced the free picnic at Milham Park from 5 p.m. until 7 p.m., on August 12, 2015, for National Alliance on Mental Illness (NAMI). Mayor Strazdas thanked Commissioner Provancher for his service as a County Commissioner and as a volunteer over the years.

STATEMENTS OF CITY COUNCIL

- ◆ Councilmember Ansari mentioned that he, Mayor Strazdas and Councilmember Ford attended the Ribbon-Cutting Ceremony for Jared's Jewelry, 6307 South Westnedge Avenue, on Saturday, August 1, 2015. Mayor Strazdas concurred and noted the recent addition of a bank as part of the business growth in the City. Councilmember Ford acknowledged it was a welcomed addition to the business community.
- ◆ Councilmember Reid highlighted the activities during Teen Movie Night sponsored and put on by the Youth Advisory Council in conjunction with the Optimist Club; she mentioned that the Kalamazoo County Council of Governments (COG) is meeting at the Kalamazoo County Road Commission on Wednesday, August 13, 2015, at 3:30 p.m. where John Pinkster of Life Emergency Services will discuss emergency medical procedures and best practices for municipalities; she announced that the Art Encounters Activity will take place in collaboration with the Senior Center at the Portage District Library, Saturday, August 15, 2015, from 1 p.m. until 3:30 p.m. with a myriad of entertainment offerings. She also indicated that the Library has its "Food for Fine" option where patrons can trade their Library fine with canned food with the focus being the Library list of food for the Thanksgiving baskets for families. She recognized that the Transit Millage passed on August 4, 2015, with a 2:1 margin across the County.

- ◆ Councilmember Randall recognized John Hilliard and the non-profit organization known as Lending Hands of Michigan, Inc. She mentioned that Mayor Strazdas issued a Proclamation on behalf of City Council proclaiming the Month of May Lending Hands of Michigan Month. She also thanked Councilmember Ansari and Mayor Pro Tem Pearson for obtaining a \$2,000 grant for Lending Hands, whose purpose is to lend medical equipment to patients throughout Southwest Michigan at no charge for up to nine months without regard to age, race, sex, creed, income or disability. Mayor Strazdas concurred.
- ◆ With regard to the Transit Millage passed on August 4, 2015, Councilmember Urban explained that when the 2000 Census Data was received in 2002, and the City of Kalamazoo and Kalamazoo County disputed the findings. He said some of members of the Kalamazoo Area Transportation Study (KATS) were not pleased with their unwillingness to compromise and decided to withhold 10% of their funds until the dispute was settled, and this resulted in their agreement to consolidate. After some deliberation, he said the two entities presented an aggressive timeline. As a result of the passage of the Transit Millage and State Law, two Authorities, CCTA and KCTA, hopefully with the same membership on both, will work together with one mind to solve issues as they arise. He explained some of the services planned, the expectations and the hard work ahead. He gave a special tribute to Chair Linda Teeter and a special thanks to all who worked on this consolidation.
- ◆ City Manager Shaffer announced that the South Westnedge Project is substantially completed on time and within budget. He expressed his gratitude on behalf of the Portage citizens to Utilities Engineer Kendra Gwin, who led the Project in the absence of Transportation & Utilities Director Chris Barnes, and the balance of City staff who assisted with the Project. Mayor Strazdas concurred and expressed his hope that the reopening of this major thoroughfare in the Region gets proper media coverage since “Westnedge is Open for Business.” He gave special thanks to the businesses in the area for their patience and consideration throughout the progression of the improvements.
- ◆ Mayor Pro Tem Pearson gave credit to Councilmember Randall for revealing the special work of John Hilliard and Lending Hands of Michigan, Inc., and the subsequent Proclamation on behalf of City Council proclaiming the Month of May as Lending Hands of Michigan Month. He indicated that he asked Councilmember Ansari to write the grant request to the District Rotary for \$1,000, which was matched by Portage Rotary. He said that he was honored as President of Rotary to present the grant two weeks ago to Lending Hands.
- ◆ Mayor Strazdas indicated that he signed a letter to Linda Eliason with pictures of a recent event enclosed to let her know that the community is enjoying the David J. Eliason Nature Reserve in honor of her late husband. He encouraged everyone to participate in the annual garage and sidewalk sale this Saturday, August 15, 2015, by the Portage Lake Center Businesses on Portage Road south of Centre Avenue. He said he was recently sworn in as President of his Professional Association as an Associate Vice President of Facilities Management of Western Michigan University and mentioned that he showed a couple of his colleagues around the City from Australia, who loved Portage and said it is a great city.

COMPLETE MINUTES OF EACH CITY COUNCIL MEETING ARE AVAILABLE ON THE CITY WEBSITE AT PORTAGEMI.GOV, IN CITY HALL AND IN THE DISTRICT LIBRARY. MINUTES OF CITY BOARDS AND COMMISSIONS ARE AVAILABLE ON REQUEST FROM VARIOUS DEPARTMENTS.

CITY COUNCIL MEETING MINUTES FROM AUGUST 11, 2015

The Regular Meeting was called to order by Mayor Strazdas at 7:30 p.m.

At the request of Mayor Strazdas, Father Stan Witek of St. Catherine of Siena Catholic Church of Portage gave the invocation and City Council and the audience recited the Pledge of Allegiance.

The City Clerk called the roll with the following members present: Councilmembers Nasim Ansari, Richard Ford, Patricia M. Randall, Claudette Reid and Terry Urban, Mayor Pro Tem Jim Pearson and Mayor Peter Strazdas. Also in attendance were City Manager Laurence Shaffer, City Attorney Randy Brown and City Clerk James R. Hudson.

APPROVAL OF MINUTES: Motion by Ansari, seconded by Reid, to approve the Regular Meeting Minutes of July 21, 2015, as presented. Upon a voice vote, motion carried 7 to 0.

* **CONSENT AGENDA:** Mayor Strazdas asked Mayor Pro Tem Pearson to read the Consent Agenda. Councilmember Reid asked that Item F.1, Complete Streets Policy, L.1, Traffic Signal Maintenance Contract – Bid Tabulation, and L.3, West Centre Avenue Traffic Signals and Roadway Improvements, be removed from the Consent Agenda. Councilmember Urban asked that Item F.4, Marijuana Initiative Petition Responses, be removed from the Consent Agenda.

Motion by Pearson, seconded by Urban, to approve the Consent Agenda motions as amended. Upon a roll call vote, motion carried 7 to 0.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF AUGUST 11, 2015:** Motion by Pearson, seconded by Urban, to approve the Accounts Payable Register of August 11, 2015. Upon a roll call vote, motion carried 7 to 0.

REPORTS FROM THE ADMINISTRATION:

COMPLETE STREETS POLICY: Councilmember Reid asked whether all types of transportation were considered as a part of the discussion and concept regarding how to keep Portage streets complete in the winter when there is a need for snow removal. City Manager Shaffer expressed appreciation to the Planning Commission for their work on this policy and deferred to Community Development Director Vicki Georgeau. Ms. Georgeau responded that this was not specifically discussed as it is considered an ongoing maintenance issue and is more applicable to long-term planning, capital improvement projects, private development review projects, etc. However, she said that the Disability Network of Southwest Michigan has reached out to City staff and recently invited Department of Public Services and Community Development to a meeting to try to brainstorm on how to address this issue. Discussion followed.

In answer to Mayor Strazdas, Ms. Georgeau responded instead of spending funds to perform maintenance and repairs, Amendments to State Statute have required the City to consider complete streets elements for a very long time now and explained. Discussion followed.

In answer to Councilmember Randall, Ms. Georgeau indicated that the consideration for bicycles and bike safety in order to obtain state and federal funding for street projects was a policy adopted by the Kalamazoo Area Transportation Study (KATS). Discussion followed.

Mayor Pro Tem Pearson expressed his appreciation for Section IX. Intergovernmental Cooperation, since Portage trails interconnect with other jurisdictions, and thanked Planning Commissioner Miko Dargitz, who advocated traffic calming along Portage Road. He also concurred with Mayor Strazdas that sidewalks on both sides of the road throughout the City may not be warranted, and asked whether adopting the Complete Streets Policy **would interfere with the plan to use a portion of the residual \$2.4 million that will be available in the Fall for resurfacing streets.** ~~would interfere with the plan to use the residual resurfacing streets with the \$2.4 million that would become~~

~~available in the Fall.~~ Ms. Georgeau referred him to Section VII. Non-Motorized Complete Streets Elements, and noted that when it comes to local streets, only the gaps in the sidewalks, a need for a sidewalk where it is illogical to keep it as is, or in those areas where there are pedestrian generators such as a school, park, etc. Discussion followed.

Councilmember Urban acknowledged that KATS did adopt the policy to consider Complete Streets Elements when granting state and federal funds, including a procedure to follow for exceptions. He mentioned that this was the most contentious item discussed during his 15+ year service on KATS, noted that it was not unanimous, and cited exceptions to the KATS Policy, such as the financial exception or the Portage example of a walkway on Oakland Drive south of Centre Avenue.

In answer to Councilmember Ansari, Ms. Georgeau cited the cooperative effort associated with the placement of a sidewalk to accommodate the students who attend the 12th Street Elementary School as part of the *Portage A Natural Place to Move* initiative and explained. As further examples of cooperation with Portage Public Schools, Mayor Strazdas cited the Haverhill School and Amberly School sidewalk installations that were made possible through the “Safe Route to Schools” Program.

In answer to Mayor Pro Tem Pearson and his concern that the sidewalk in front of Lake Center Elementary was too close to Portage Road and whether there are plans to move the sidewalk away from the traffic, Ms. Georgeau indicated she had no knowledge of the exact circumstances of that particular sidewalk, and indicated that major thoroughfares in Portage have the same situation which is based upon the width of the right-of-way or the problems obtaining easements, for example. She commented that this policy could definitely affect such an installation in the future.

Motion by Pearson, seconded by Reid, to adopt the resolution approving the Complete Streets Policy. Mayor Strazdas pointed out that the State Superintendent regulates all site plan issues for schools “K-12” and the City does not, so the schools work using their own rules in this regard. Upon a voice vote, motion carried 7 to 0.

* **DELTA DENTAL PLAN OF MICHIGAN INSURANCE:** Motion by Pearson, seconded by Urban, to approve a two-year Contract renewal with Delta Dental Plan of Michigan and authorize the City Manager to execute all documents on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

* **INVESTMENT POLICY REVISION:** Motion by Pearson, seconded by Urban, to approve a revision of the City Investment Policy as recommended by the Investment Committee. Upon a roll call vote, motion carried 7 to 0.

MARIJUANA INITIATIVE PETITION RESPONSES: Councilmember Urban asked whether the language of the Initiative Petition will become part of the *City Charter* if passed, and City Attorney Brown responded that it will become a part of the *City Charter* if passed and explained. Discussion followed.

Motion by Urban, seconded by Ansari, to receive the responses to the Charter Amendment by Initiative Petition from Governor Rick Snyder and Attorney General Bill Schuette through Chief Legal Counsel Matthew Schneider as information only. Discussion followed. Upon a roll call vote, motion carried 7 to 0.

COMMUNICATION:

* **MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING NOTICE:** Motion by Pearson, seconded by Urban, to receive the communication from the Michigan Municipal League regarding the Annual Meeting Notice. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS:

CITY MANAGER EMPLOYMENT MANUAL COMMITTEE FINAL REPORT AND RECOMMENDATIONS: Councilmember Ford reviewed the progress of the Committee over the past few months with the task of establishing a procedure for handling complaints against the City Manager. He noted that the Committee engaged in collaboration with Deputy City Manager Rob Boulis and City Attorney Randy Brown and Labor Counsel Kevin McCarthy. He indicated that he, Councilmember Randall and Councilmember Reid, as members of the Committee, reviewed the City Personnel Rules and Regulations and pertinent Administrative Orders as points of reference in the matter. He indicated that the Committee concluded that some of the Administrative Orders do not apply to the City Manager since they are promulgated by the City Manager to enforce some type of directive for the good of the City.

Councilmember Ford indicated that the two solutions settled upon were to create a separate Employee Manual for the City Manager and to add an addendum to the City Manager Contract if the City Manager would agree to an addendum. However, the creation of an Employee Manual for the City Manager proved problematic since the Committee did not have enough substance necessary for such a document, so with the help of the City Attorney, the Committee decided to create a Council Policy instead. He reviewed the proposed policy as presented to City Council and asked for comment. Discussion followed.

Motion by Pearson, seconded by Randall, to receive the Presentation by the City Manager Employment Manual Committee Member Councilmember Ford, and adopt the *City Council Policy with Regard to Employment of City Manager*.

Councilmember Urban asked why City Council has to retain external legal counsel in Section D.iii., if an investigation is warranted and desired, to avoid the perception of a potential conflict of interest by persons with an ongoing relationship with the City, such as Labor Counsel and General Counsel, yet the Council is delegating the review of a complaint against the City Manager to an employee or appointee of the City Manager, the Human Resources Director.

Councilmember Ford responded since the Council cannot delegate responsibilities to an employee because of the *City Charter*, the Committee determined that the Policy should provide guidance regarding how the Administration should handle these issues and explained. Discussion followed.

Deputy City Manager Boulis indicated that the discussion among the Committee Members was that an allegation is only an allegation; for example, it can be an allegation of improper conduct, but that is in the eye of the beholder. For example, he said it might be illegal conduct, or it might be legal conduct; it might be how an employee is addressed, or how an employee is not addressed; moreover, he indicated that the Human Resources Director takes the role as in any organization; he or she takes the complaint, gets all of the facts and decides whether it should go forward, or is just a misunderstanding. He said this was the first step to see if the complaint rises to the level of a formal investigation from an external source versus something that could be resolved internally, if it is a misunderstanding. Furthermore, he indicated that the current Administrative Order directs an employee with such a complaint to go to the Deputy City Manager or the Human Resources Director and explained.

Councilmember Urban explained that for anyone else, the Human Resources Director would be a peer with the exception of the Deputy City Manager, but in this case, it is a complaint against a superior and explained that it is inappropriate to delegate the responsibility of the first arbitration from the City Council as they are the direct supervisor of the City Manager. He further indicted that Section D.ii. is problematic because City Council cannot, other than in our own minds, consider the appropriateness and legal consequences of discussing the allegations publicly because this can only be done in an open meeting. In addition, he said because an allegation has gone through one arbiter and forwarded to City Council as the ultimate supervisor of the City Manager, then an investigation would always be warranted in order to know “what we were dealing with.” He asked whether there are some

allegations where investigations are required under federal or state law, and requested that the Sexual Harassment Section of Administrative Order 3.03 that reads, “The City will actively investigate any allegation of sexual harassment” be distinguished.

City Attorney Brown indicated that he thinks an investigation is required, but the extent of the investigation is not specified and deferred to Deputy City Manager Boulis for his input. Mr. Boulis indicated that investigations are conducted in order to solve the problem, correct the problem and make sure it does not occur again. If an organization fails to perform the investigation, it opens itself up to liability. He said he does not think it is a federal law, but if an organization does not conduct an investigation, and the Equal Employment Opportunity Commission (EEOC) or other such agency finds there is an environment that should have been prevented, the consequence is an increase liability and explained. Discussion followed.

City Attorney Brown indicated that the Policy allows the City Council to have a meeting to determine what should be discussed and what should not be discussed; and, since Council cannot hire outside counsel without a vote, it also provides a meeting where City Council discusses and makes the decision. In answer to Councilmember Ansari, Mr. Brown indicated that Council can only discuss an employee in closed session with the permission of the employee involved. He emphasized that Council can discuss an attorney-client communication, but only the legality of the communication. Mayor Strazdas summed up and spoke in agreement with the Committee recommendation.

Councilmember Urban summed up his position by saying that it comes out of Human Resources; is sent to the Mayor and Council is notified; it goes to investigation; and, Council does not discuss it until the investigation is complete.

In answer to Councilmember Urban, Councilmember Randall indicated that this Policy was the result of eight months of work by the Committee, who used the expertise of Legal Counsel and the Human Resources Director. She indicated that the Committee was concerned that all are innocent until proven guilty and some allegations may be made out of anger, so it may not be fair to have the matter rise to the level of City Council. With regard to the suggestion of a retainer, she indicated that the Committee did not want to lock into a firm that may not be the best law firm for this purpose some years from now. She also indicated that any illegal allegations would go immediately to the Police for investigation. She thanked Councilmembers Ford and Reid, Deputy City Manager Boulis and City Attorney Brown for their long hours which culminated in such an excellent document.

Councilmember Reid also pointed out that Administrative Order 3.03 that reads complaints by an employee should be directed to the Deputy City Manager, the Human Resources Director or any city department director, but the employee could approach a Councilmember as well, so all Councilmembers would be then informed. She surmised that an investigation would not have taken place at this juncture, nor determined that one was necessary, and was a scenario where there was a need for the word “If” in D.iii.

Councilmember Ford interjected that another reason for not having a firm on retainer as suggested by Councilmember Urban was that there could also be a conflict of interest that may not be known at the time of the need for an investigation. Discussion followed. Upon a roll call vote, motion carried 6 to 1. Yeas: Councilmembers Nasim Ansari, Richard Ford, Patricia M. Randall and Claudette Reid, Mayor Pro Tem Jim Pearson and Mayor Peter Strazdas. No: Councilmember Terry Urban

PRESENTATION BY MAYOR PRO TEM PEARSON REGARDING A JOINT MEETING OF THE CENTRAL COUNTY TRANSIT AUTHORITY, KALAMAZOO COUNTY TRANSIT AUTHORITY AND THE KALAMAZOO TRANSIT AUTHORITY: Mayor Pro Tem Pearson indicated that he and Councilmember Urban attended the Central County Transit Authority (CCTA) Meeting on July 27, 2015, which was before the August 4, 2015 Election on the transit millage. He referenced a presentation by Executive Director Sean McBride, who provided a background of the organizational structure to inform all three of these Boards regarding the assets, the liabilities and what this means for the future. He mentioned that the CCTA will meet twice a month because of the work load for the next few months.

Councilmember Urban added that both this meeting and the prior meeting were set for the purpose of educating the members of the CCTA and others regarding the structure of the Authorities and to proactively inform everyone since there are a number of topics that have to be covered for all of the new people involved. He indicated that a lot of work has to be done now that the millage has passed. Mayor Strazdas asked that any notes pertaining to the meetings be published on the website as they become available to keep Portage citizens informed. Mayor Pro Tem Pearson reminded him that the minutes are not published until a day or two before the next meeting by the CCTA, but are made available on the CCTA website. Mayor Pro Tem Pearson indicated that the CCTA is 50% funded by the state and federal governments, and Councilmember Urban mentioned that these are informational meetings and the minutes are essentially slides from Mr. McBride, but when the Authority begins making decisions, the minutes will reflect that. He also indicated that he and Mayor Pro Tem Pearson would report important decisions before the minutes are released. Discussion followed.

Motion by Ford, seconded by Ansari to receive the report of the CCTA from Mayor Pro Tem Pearson and Councilmember Urban. Upon a voice vote, motion carried 7 to 0.

* **MINUTES OF BOARDS AND COMMISSIONS MEETINGS:** City Council received the minutes of the following Boards and Commissions:

Portage Human Services Board of April 2, 2015.

Portage Youth Advisory Committee of July 7, 2015.

Portage Senior Citizen Advisory Board of July 15, 2015.

BID TABULATIONS:

TRAFFIC SIGNAL MAINTENANCE CONTRACT– BID TABULATION: Since the proposal also provides hourly rates for emergency call-in work during regular hours and after hours, as well as new signal additions to the City system, Councilmember Reid asked if that was a part of the previous contract, or is it a new aspect of this contract. She also asked why the City only received one bid, yet solicited from seven different companies, and it is almost \$12,000 more than the former contract.

City Manager Shaffer deferred to Transportation Director Christopher Barnes, who responded that the emergency call-out rates and new signal additions to the City system were part of the previous contract in 2010, but that it was important to spell it out this time in order to make it clear that it was part of the contract and explained. Also, he said that the City inherited the system in 1963 from Kalamazoo County and the City decided to have the maintenance performed by outside contractors rather than have a separate electrical department. He concurred with Mr. Shaffer that the response time is of a critical nature to a contract such as this and, in order to meet the two-hour call-out time, he said that there are really only two companies capable of doing this. He explained that Severance Electric had performed this contract for many years, but a Wayland company received it the last time which canceled the contract because they lost their qualified person who used to perform the work. Discussion followed.

Motion by Reid, seconded by Randall, to award a contract for the maintenance of the city traffic signal system from September 1, 2015, to June 30, 2018, with the option to renew for one 3-year period to Severance Electric Company, Incorporated, in the base amount of \$173,800 with hourly rates as bid for call-in work, and additional intersections as necessary, and authorize the City Manager to execute all documents related to the contract on behalf of the City. Discussion followed. Upon a roll call vote, motion carried 7 to 0.

* **PINE VIEW DRIVE SANITARY SEWER PROJECT – BID TABULATION:** Motion by Pearson, seconded by Urban, to award a construction contract for the Pine View Drive Sanitary Sewer Project to Balkema Excavating, Incorporated, of Kalamazoo, Michigan, in the amount not to exceed

\$261,328 and authorize the City Manager to execute all documents related to the contract on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

WEST CENTRE AVENUE TRAFFIC SIGNALS AND ROADWAY IMPROVEMENTS:

Councilmember Reid indicated that the report reflected that Abonmarche has proven their experience and qualification on similar projects in the City and asked whether the other company that bid was not qualified or did the actual bid not reflect the high level of what was needed and that Abonmarche was the company that did meet that level of need.

City Manager Shaffer responded that this was a Request for Proposal for Professional Services and not a bid process, and only one of the criteria is cost with other considerations being experience in the types of tasks that are part of the expectations and a level of comfort with previous performance. He explained that Abonmarche meets these qualifications and, considering the \$1,860 difference, he reminded them that cost is only one factor. Because of the fiduciary responsibility of Council in these matters, Mayor Strazdas asked that perhaps in future reports, staff could provide a little more information to assist in understanding why there is a need to spend more money for a product or service.

Motion by Reid, seconded by Randall, to award a contract to perform engineering services for the West Centre Avenue Traffic Signals and Roadway Improvements project for the intersections of Old Centre Road/West Centre Avenue and Cooley Drive/West Centre Avenue to Abonmarche Consultants, Incorporated, in the amount not to exceed \$75,160 and authorize the City Manager to execute all documents related to the contract on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

* **TAX FORM PRINTING:** Motion by Pearson, seconded by Urban, to approve a two-year contract with Specialty Business Forms, Inc., in the estimated amount of \$60,715.58 for tax bill and assessment notice printing, with the option to renew for two additional two-year periods, and authorize the City Manager to execute all documents related to the contract on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

* **SELF-CONTAINED BREATHING APPARATUS:** Motion by Pearson, seconded by Urban, to approve the purchase of six Self-Contained Breathing Apparatus (SCBA) units and 14 air supply bottles from West Shore Fire of Allendale, Michigan, in the amount not to exceed \$47,726.04 and authorize the City Manager to execute all documents related to the purchase on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

* **DOCUMENT MICROFILMING, IMAGING AND DESTRUCTION SERVICES:** Motion by Pearson, seconded by Urban, to approve a contract in an estimated annual amount of \$18,775 with Automatic Microfilming Co., Inc., for document microfilming, imaging and destruction services, with the option of four one-year contract renewals, and authorize the City Manager to execute all documents related to this action on behalf of the City. Upon a roll call vote, motion carried 7 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITIZENS: Kalamazoo County Commissioner Larry Provancher provided an update of County activities for City Council. He indicated that Consolidated Dispatch (911) is moving forward and the Executive Director search is going well, but the Kalamazoo County Administrator is not going as well. He reviewed the Kalamazoo County Local Housing Assistance Fund Millage that is specifically geared toward assisting children from families of low income who are homeless, or who are at risk of becoming homeless, and said that it is a "Vote for kids" campaign. He announced the free picnic at Milham Park from 5 p.m. until 7 p.m., on August 12, 2015, for National Alliance on Mental Illness (NAMI). Mayor Strazdas thanked Commissioner Provancher for his service as a County Commissioner and as a volunteer over the years.

STATEMENTS OF CITY COUNCIL: Councilmember Ansari mentioned that he, Mayor Strazdas and Councilmember Ford attended the Ribbon-Cutting Ceremony for Jared's Jewelry, 6307 South Westnedge Avenue, on Saturday, August 1, 2015. Mayor Strazdas concurred and noted the recent addition of a bank as part of the business growth in the City. Councilmember Ford acknowledged it was a welcomed addition to the business community.

Councilmember Reid highlighted the activities during Teen Movie Night sponsored and put on by the Youth Advisory Council in conjunction with the Optimist Club; she mentioned that the Kalamazoo County Council of Governments (COG) is meeting at the Kalamazoo County Road Commission on Wednesday, August 13, 2015, at 3:30 p.m. where John Pinkster of Life Emergency Services will discuss emergency medical procedures and best practices for municipalities; she announced that the Art Encounters Activity will take place in collaboration with the Senior Center at the Portage District Library, Saturday, August 15, 2015, from 1 p.m. until 3:30 p.m. with a myriad of entertainment offerings. She also indicated that the Library has its "Food for Fine" option where patrons can trade their Library fine with canned food with the focus being the Library list of food for the Thanksgiving baskets for families. She recognized that the Transit Millage passed on August 4, 2015, with a 2:1 margin across the County.

Councilmember Randall recognized John Hilliard and the non-profit organization known as Lending Hands of Michigan, Inc. She mentioned that Mayor Strazdas issued a Proclamation on behalf of City Council proclaiming the Month of May Lending Hands of Michigan Month. She also thanked Councilmember Ansari and Mayor Pro Tem Pearson for obtaining a \$2,000 grant for Lending Hands, whose purpose is to lend medical equipment to patients throughout Southwest Michigan at no charge for up to nine months without regard to age, race, sex, creed, income or disability. Mayor Strazdas concurred.

With regard to the Transit Millage passed on August 4, 2015, Councilmember Urban explained that when the 2000 Census Data was received in 2002, and the City of Kalamazoo and Kalamazoo County disputed the findings. He said some of members of the Kalamazoo Area Transportation Study (KATS) were not pleased with their unwillingness to compromise and decided to withhold 10% of their funds until the dispute was settled, and this resulted in their agreement to consolidate. After some deliberation, he said the two entities presented an aggressive timeline. As a result of the passage of the Transit Millage and State Law, two Authorities, CCTA and KCTA, hopefully with the same membership on both, will work together with one mind to solve issues as they arise. He explained some of the services planned, the expectations and the hard work ahead. He gave a special tribute to Chair Linda Teeter and a special thanks to all who worked on this consolidation.

City Manager Shaffer announced that the South Westnedge Project is substantially completed on time and within budget. He expressed his gratitude on behalf of the Portage citizens to Utilities Engineer Kendra Gwin, who led the Project in the absence of Transportation & Utilities Director Chris Barnes, and the balance of City staff who assisted with the Project. Mayor Strazdas concurred and expressed his hope that the reopening of this major thoroughfare in the Region gets proper media coverage since "Westnedge is Open for Business." He gave special thanks to the businesses in the area for their patience and consideration throughout the progression of the improvements.

Mayor Pro Tem Pearson gave credit to Councilmember Randall for revealing the special work of John Hilliard and Lending Hands of Michigan, Inc., and the subsequent Proclamation on behalf of City Council proclaiming the Month of May as Lending Hands of Michigan Month. He indicated that he asked Councilmember Ansari to write the grant request to the District Rotary for \$1,000, which was matched by Portage Rotary. He said that he was honored as President of Rotary to present the grant two weeks ago to Lending Hands.

Mayor Strazdas indicated that he signed a letter to Linda Eliason with pictures of a recent event enclosed to let her know that the community is enjoying the David J. Eliason Nature Reserve in honor of her late husband. He encouraged everyone to participate in the annual garage and sidewalk sale this Saturday, August 15, 2015, by the Portage Lake Center Businesses on Portage Road south of Centre Avenue. He said he was recently sworn in as President of his Professional Association as an Associate

Vice President of Facilities Management of Western Michigan University and mentioned that he showed a couple of his colleagues around the City from Australia, who loved Portage and said it is a great city.

ADJOURNMENT: Mayor Strazdas adjourned the meeting at 9:20 p.m.

James R. Hudson, City Clerk

***Indicates items included on the Consent Agenda.**

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Finance Director

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of August 25, 2015 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Check Register covers the period July 19, 2015 through August 2, 2015 and notes \$331,508.69 in automated clearing house payments, \$577,753.06 in paper checks and \$3,145.62 in auto-pay payments for a grand total of \$912,407.35.

FUNDING: N/A

Attachments: 1. Accounts Payable Register

CITY OF PORTAGE CHECK REGISTER
 Check Dates from: 7/19/2015 to 8/02/2015

| Check Date | Check | Vendor Name | Amount |
|------------|---------|-------------------------------------|-------------------|
| 07/30/15 | 4244(A) | GAIL ANDRUS TRAVEL | 731.00 |
| 07/31/15 | 4245(A) | ABONMARCHE CONSULTANTS, INC | 1,151.25 |
| 07/31/15 | 4246(A) | ANIMAL REMOVAL SERVICE, LLC | 1,720.00 |
| 07/31/15 | 4247(A) | APOLLO FIRE EQUIPMENT COMPANY | 105.51 |
| 07/31/15 | 4248(A) | ARGUS-HAZCO | 1,210.00 |
| 07/31/15 | 4249(A) | BCHS-HELPNET | 1,216.26 |
| 07/31/15 | 4250(A) | BEEBE, RONALD E. | 288.00 |
| 07/31/15 | 4251(A) | BLUE CARE NETWORK-GREAT LAKES | 67,428.49 |
| 07/31/15 | 4252(A) | BREATHING AIR SYSTEMS | 458.55 |
| 07/31/15 | 4253(A) | C M P DISTRIBUTORS, INC. | 529.00 |
| 07/31/15 | 4254(A) | CUSTOMIZED CLEANING SERVICES, INC. | 1,200.00 |
| 07/31/15 | 4255(A) | DELTA DENTAL PLAN OF MICHIGAN | 17,589.27 |
| 07/31/15 | 4256(A) | EMPLOYMENT GROUP, INC. | 3,124.42 |
| 07/31/15 | 4257(A) | ETNA SUPPLY, INC. | 253.56 |
| 07/31/15 | 4258(A) | FURRY, WILLIAM | 108.47 |
| 07/31/15 | 4259(A) | HARTFORD LIFE INSURANCE COMPANY | 8,087.59 |
| 07/31/15 | 4260(A) | HOPE HEALTH | 546.60 |
| 07/31/15 | 4261(A) | HURST MECHANICAL, INC. | 10,613.66 |
| 07/31/15 | 4262(A) | INDUSCO SUPPLY CO., INC. | 180.10 |
| 07/31/15 | 4263(A) | JONES & HENRY ENGINEERS, LTD | 6,488.80 |
| 07/31/15 | 4264(A) | KNAPP ENERGY, INC. | 23,494.94 |
| 07/31/15 | 4265(A) | KOPEC, CASEY | 230.00 |
| 07/31/15 | 4266(A) | KUSHNER & COMPANY, INC. | 268.65 |
| 07/31/15 | 4267(A) | MATERIALS RESOURCES | 593.80 |
| 07/31/15 | 4268(A) | MAURER'S TEXTILE RENTAL SERVICES | 11.10 |
| 07/31/15 | 4269(A) | MEDEMA, TIMOTHY | 218.00 |
| 07/31/15 | 4270(A) | MEJEUR ELECTRIC LLC | 105.00 |
| 07/31/15 | 4271(A) | PETERS CONSTRUCTION CO. | 4,139.00 |
| 07/31/15 | 4272(A) | PORTAGE FIREFIGHTERS | 1,510.32 |
| 07/31/15 | 4273(A) | PORTAGE ON-CALL FIREFIGHTERS | 110.00 |
| 07/31/15 | 4274(A) | PORTAGE POLICE OFFICERS ASSOC | 700.00 |
| 07/31/15 | 4275(A) | QUALITY CONCRETE AND MASONRY LLC | 1,050.00 |
| 07/31/15 | 4276(A) | RIETH-RILEY CONSTRUCTION CO., INC | 335.58 |
| 07/31/15 | 4277(A) | ROE-COMM, INC. | 358.40 |
| 07/31/15 | 4278(A) | SNELL, DEBRA | 144.00 |
| 07/31/15 | 4279(A) | THOMPSON, HELENE | 399.00 |
| 07/31/15 | 4280(A) | UNITED AUTO. IMPLEMENT WORKERS 2290 | 508.16 |
| 07/31/15 | 4281(A) | UNITED WATER ENVIRONMENTAL SERVICES | 167,775.40 |
| 07/31/15 | 4282(A) | VANDERBERG, WARD M | 235.00 |
| 07/31/15 | 4283(A) | VISION SERVICE PLAN (OH) | 1,990.64 |
| 07/31/15 | 4284(A) | WARNER NORCROSS & JUDD LLP | 3,766.67 |
| 07/31/15 | 4285(A) | WOLVERINE POWER SYSTEMS | 534.50 |
| | | SUBTOTAL: | 42 CHECKS |
| | | | 331,508.69 |

CITY OF PORTAGE CHECK REGISTER
 Check Dates from: 7/19/2015 to 8/02/2015

| Check Date | Check | Vendor Name | Amount |
|------------|--------|------------------------------------|------------|
| 07/21/15 | 294273 | CESO, INC. | 2,450.00 |
| 07/21/15 | 294274 | OAKLAND COMMUNITY COLLEGE/CREST | 350.00 |
| 07/21/15 | 294275 | ZERO WASTE USA, INC. | 1,820.00 |
| 07/21/15 | 294276 | FORD, TODD | 12,000.00 |
| 07/23/15 | 294277 | STATE OF MICHIGAN | 200.00 |
| 07/23/15 | 294278 | U S POSTMASTER | 8,000.00 |
| 07/28/15 | 294279 | BROOK, BRIAN | 50.00 |
| 07/28/15 | 294280 | MIKE SCOTT | 302.81 |
| 07/28/15 | 294281 | STRYKER, JANNETTE | 70.00 |
| 07/28/15 | 294282 | TAYLOR, MIKE | 100.00 |
| 07/28/15 | 294283 | TOTAL LUBRICATION MANAGEMENT CO | 64.27 |
| 07/29/15 | 294288 | CATHOLIC FAMILY SERVICES | 4,716.50 |
| 07/29/15 | 294289 | GRYPHON PLACE | 1,038.50 |
| 07/29/15 | 294290 | HOUSING RESOURCES, INC. | 9,055.00 |
| 07/29/15 | 294291 | Y W C A, INC | 4,458.00 |
| 07/29/15 | 294292 | EXTREME POWER EQUIPMENT, INC. | 893.21 |
| 07/29/15 | 294293 | HOME DEPOT | 11.64 |
| 07/29/15 | 294294 | HOME DEPOT | 214.25 |
| 07/29/15 | 294295 | MLIVE MEDIA GROUP | 771.99 |
| 07/29/15 | 294296 | APPROVED PROTECTION SYSTEMS | 392.52 |
| 07/29/15 | 294297 | KALAMAZOO COUNTY TREASURER | 565.00 |
| 07/29/15 | 294298 | MCNALLY ELEVATOR CO. | 362.70 |
| 07/29/15 | 294299 | GALE, ELSIE | 107.00 |
| 07/29/15 | 294300 | GEISLER, DR. JOHN | 200.00 |
| 07/31/15 | 294301 | A T & T | 127.58 |
| 07/31/15 | 294302 | A T & T LONG DISTANCE | 67.20 |
| 07/31/15 | 294303 | A-1 ASPHALT SEALING & REPAIR, INC. | 20,530.82 |
| 07/31/15 | 294304 | A-1 SIGNS | 1,106.25 |
| 07/31/15 | 294305 | AIRGAS GREAT LAKES | 202.70 |
| 07/31/15 | 294306 | ALERT-ALL CORP. | 2,077.50 |
| 07/31/15 | 294307 | ALLEGRA PRINT & IMAGING | 892.76 |
| 07/31/15 | 294308 | AMERICAN BUSINESS EQUIPMENT, INC | 379.00 |
| 07/31/15 | 294309 | APPROVED PROTECTION SYSTEMS | 1,757.90 |
| 07/31/15 | 294310 | ATLAS BUSINESS SOLUTIONS, INC. | 1,684.80 |
| 07/31/15 | 294311 | AUTOMATIC MICROFILM CO. | 85.30 |
| 07/31/15 | 294312 | AUTOMOTIVE CONCEPTS CARSTAR | 193.90 |
| 07/31/15 | 294313 | BARRY BACON | 10,000.00 |
| 07/31/15 | 294314 | BESCO WATER TREATMENT, INC. | 7.75 |
| 07/31/15 | 294315 | BIRDSALL, LAUREEN | 100.00 |
| 07/31/15 | 294316 | BLAKE WHYTE | 2,800.00 |
| 07/31/15 | 294317 | BLAYLOCK, COURTNEY | 225.00 |
| 07/31/15 | 294318 | BLUE CROSS/BLUE SHIELD OF MICH | 113,680.12 |
| 07/31/15 | 294319 | BRONSON HEALTHCARE GROUP | 100.00 |
| 07/31/15 | 294320 | BROWNELL'S INCORPORATED | 363.95 |

CITY OF PORTAGE CHECK REGISTER
 Check Dates from: 7/19/2015 to 8/02/2015

| Check Date | Check | Vendor Name | Amount |
|------------|--------|-------------------------------------|-----------|
| 07/31/15 | 294321 | BUSINESS MANAGEMENT DAILY | 45.95 |
| 07/31/15 | 294322 | CARPENTER, RON | 100.00 |
| 07/31/15 | 294323 | CBCS | 82.55 |
| 07/31/15 | 294324 | CITY OF KALAMAZOO | 1,541.62 |
| 07/31/15 | 294325 | CITY OF PORTAGE | 29,092.52 |
| 07/31/15 | 294326 | CLINGENPEEL, DAVID | 230.00 |
| 07/31/15 | 294327 | CONSORT DISPLAY GROUP | 1,294.20 |
| 07/31/15 | 294328 | CONSUMERS ENERGY-BILL PMT CNT | 102.59 |
| 07/31/15 | 294329 | CPS HR CONSULTING | 777.70 |
| 07/31/15 | 294330 | CROSSROADS CAR WASH | 242.50 |
| 07/31/15 | 294331 | D L GALLIVAN INC. | 38.31 |
| 07/31/15 | 294332 | DAVID HOJNACHI J | 368.00 |
| 07/31/15 | 294333 | DEAN, COREY | 100.00 |
| 07/31/15 | 294334 | DESERT SNOW | 590.00 |
| 07/31/15 | 294335 | DUNLOP, JOHN W | 140.00 |
| 07/31/15 | 294336 | EMERGENCY VEHICLE PRODUCTS | 1,622.22 |
| 07/31/15 | 294337 | FARRELL AUDIO VIDEO LLC | 500.00 |
| 07/31/15 | 294338 | FBINAA MICHIGAN CHAPTER | 995.00 |
| 07/31/15 | 294339 | FBINAA MICHIGAN CHAPTER | 995.00 |
| 07/31/15 | 294340 | FERGUSON ENTERPRISES, INC. | 510.64 |
| 07/31/15 | 294341 | FINITI | 98.09 |
| 07/31/15 | 294342 | FLETCHER ENTERPRISES | 7,638.00 |
| 07/31/15 | 294343 | FONTANA | 375.00 |
| 07/31/15 | 294344 | FORSHEE, MARK | 184.00 |
| 07/31/15 | 294345 | FORWARD, LINDSEY | 100.00 |
| 07/31/15 | 294346 | FREIGHTLINER OF GRAND RAPIDS, INC. | 22.59 |
| 07/31/15 | 294347 | GIGNAC, SCOTT | 266.36 |
| 07/31/15 | 294348 | GLOBAL INDUSTRIAL EQUIPMENT CO. | 262.62 |
| 07/31/15 | 294349 | GORDON WATER SYSTEMS | 394.75 |
| 07/31/15 | 294350 | GREAT LAKES CAULKING & WATERPROOFIN | 28,000.00 |
| 07/31/15 | 294351 | GREATER KALAMAZOO FOP LODGE 98 | 549.20 |
| 07/31/15 | 294352 | GREATER KALAMAZOO FOP LODGE 98 | 2,746.00 |
| 07/31/15 | 294353 | GREATER KALAMAZOO UNITED WAY | 961.56 |
| 07/31/15 | 294354 | GRIFFIN PEST SOLUTIONS, INC. | 229.00 |
| 07/31/15 | 294355 | HALT FIRE, INC. | 331.27 |
| 07/31/15 | 294356 | HARTMAN, CHARLES | 141.00 |
| 07/31/15 | 294357 | HOME DEPOT | 271.41 |
| 07/31/15 | 294358 | HOWARD PRINTING | 2,920.00 |
| 07/31/15 | 294359 | HRCERTIFICATION.COM | 499.00 |
| 07/31/15 | 294360 | INT'L PUBLIC MGT ASSOC FOR HR | 390.00 |
| 07/31/15 | 294361 | IYETEK LLC | 1,660.00 |
| 07/31/15 | 294362 | JOHN DEERE LANDSCAPES | 20.55 |
| 07/31/15 | 294363 | KAL CO MEDICAL CONTROL AUTH | 149.00 |
| 07/31/15 | 294364 | KALAMAZOO COMMUNITY MENTAL HEALTH | 9,821.83 |
| 07/31/15 | 294365 | KALAMAZOO COUNTY ROAD COMMISSI | 4,541.36 |
| 07/31/15 | 294366 | KALAMAZOO COUNTY TREASURER'S ASSOC | 27.60 |

CITY OF PORTAGE CHECK REGISTER
 Check Dates from: 7/19/2015 to 8/02/2015

| Check Date | Check | Vendor Name | Amount |
|------------|--------|-------------------------------------|-----------|
| 07/31/15 | 294367 | KALAMAZOO LANDSCAPE SUPPLIES | 11.24 |
| 07/31/15 | 294368 | KARMON-HOFFMAN, TAMMY | 100.00 |
| 07/31/15 | 294369 | KHALED, JOAN | 110.00 |
| 07/31/15 | 294370 | KUIPER BROTHERS MOVING INC. | 366.00 |
| 07/31/15 | 294371 | KZOO TIRE COMPANY | 1,078.00 |
| 07/31/15 | 294372 | LAKE MICHIGAN MAILERS, INC. | 49.79 |
| 07/31/15 | 294373 | LANE, BAMBI | 425.00 |
| 07/31/15 | 294374 | LAWIE, TRACEY | 170.00 |
| 07/31/15 | 294375 | LIFELOC TECHNOLOGIES, INC. | 100.00 |
| 07/31/15 | 294376 | LONG LAKE LAKE BOARD | 1,552.00 |
| 07/31/15 | 294377 | LOWE'S HOME CENTER | 74.36 |
| 07/31/15 | 294378 | LUDENS, JIM & JUDY | 57.28 |
| 07/31/15 | 294379 | M & M HOME IMPROVEMENTS | 100.00 |
| 07/31/15 | 294380 | MAISTO, MARY | 60.85 |
| 07/31/15 | 294381 | MAISTO, MARY | 306.00 |
| 07/31/15 | 294382 | MALPASS, CAROL | 100.00 |
| 07/31/15 | 294383 | MARY'S CITY OF DAVID | 170.00 |
| 07/31/15 | 294384 | MCDONALD'S TOWING & RESCUE, INC. | 108.00 |
| 07/31/15 | 294385 | MCDONNELL, JOSEPH | 1,707.64 |
| 07/31/15 | 294386 | MED EXPRESS | 190.00 |
| 07/31/15 | 294387 | MEIER, MICHAEL | 96.00 |
| 07/31/15 | 294388 | MENARDS, INC | 5.99 |
| 07/31/15 | 294389 | MICH ASSOC OF HOSTAGE NEGOTIATORS | 150.00 |
| 07/31/15 | 294390 | MICH MUNICIPAL POLICE & FIRE REPAIR | 1,952.76 |
| 07/31/15 | 294391 | MICH. RECREATION & PARK ASSOC. | 625.00 |
| 07/31/15 | 294392 | MICHIGAN ELECTION RESOURCES, LLC | 972.50 |
| 07/31/15 | 294393 | MIDWEST ENERGY COOPERATIVE | 268.78 |
| 07/31/15 | 294394 | MILBOCKER & SONS, INC. | 2,192.50 |
| 07/31/15 | 294395 | MLIVE MEDIA GROUP | 3,073.99 |
| 07/31/15 | 294396 | MOCEAN HOLDING CO. | 531.00 |
| 07/31/15 | 294397 | MOSQUITO CONTROL OF SW MICHIGAN | 298.00 |
| 07/31/15 | 294398 | MOTOROLA SOLUTIONS, INC. | 43,914.00 |
| 07/31/15 | 294399 | MROSEWSKE, SHELLY | 150.00 |
| 07/31/15 | 294400 | NATIONAL FIRE PROTECTION ASSOC | 165.00 |
| 07/31/15 | 294401 | NEW FRESH CLEANING SERVICE | 115.00 |
| 07/31/15 | 294402 | NYE UNIFORMS | 2,092.71 |
| 07/31/15 | 294403 | OFFICE DEPOT, INC. | 1,698.67 |
| 07/31/15 | 294405 | OFFICETEAM | 415.64 |
| 07/31/15 | 294406 | ONSTAFF USA INC | 5,518.27 |
| 07/31/15 | 294407 | OTTEN TROPHIES | 75.00 |
| 07/31/15 | 294408 | PAM DAZEY | 248.00 |
| 07/31/15 | 294409 | PANZER, CAROL | 100.00 |
| 07/31/15 | 294410 | PARKS, CINDY | 150.00 |
| 07/31/15 | 294411 | PATESEL, TERRY | 315.50 |
| 07/31/15 | 294412 | PATTERSON, TREVER | 310.00 |
| 07/31/15 | 294413 | PAUL KRICK | 230.00 |

CITY OF PORTAGE CHECK REGISTER

Page 5 of 6

Check Dates from: 7/19/2015 to 8/02/2015

| Check Date | Check | Vendor Name | Amount |
|------------|--------|---------------------------------|-----------|
| 07/31/15 | 294414 | PERCEPTIVE CONTROLS, INC. | 5,680.00 |
| 07/31/15 | 294415 | PETERMAN CONCRETE CO. | 160.58 |
| 07/31/15 | 294416 | PETTY CASH-DPS | 422.62 |
| 07/31/15 | 294417 | PETTY CASH-FIRE | 276.03 |
| 07/31/15 | 294418 | PETTY CASH-PARKS | 398.88 |
| 07/31/15 | 294419 | PETTY CASH-SENIOR CENTER | 490.36 |
| 07/31/15 | 294420 | POLDERMAN'S FLOWER SHOP | 190.85 |
| 07/31/15 | 294421 | POPE, DANA | 100.00 |
| 07/31/15 | 294422 | PRINTING SERVICES INC | 167.50 |
| 07/31/15 | 294423 | PROFESSIONAL LAKE MANAGEMENT | 495.08 |
| 07/31/15 | 294424 | PUCKETT, LESLIE | 50.00 |
| 07/31/15 | 294425 | PURITY CYLINDER GASES, INC | 1,468.15 |
| 07/31/15 | 294426 | QUALIFICATION TARGETS, INC. | 143.30 |
| 07/31/15 | 294427 | RATHCO SAFETY SUPPLY, INC. | 9,981.60 |
| 07/31/15 | 294428 | RENEWED EARTH, INC. | 7,916.66 |
| 07/31/15 | 294429 | RIDGE AUTO NAPA | 1,147.30 |
| 07/31/15 | 294430 | ROMENCE GARDENS, INC | 9.04 |
| 07/31/15 | 294431 | S & T LAWN SERVICE | 2,001.00 |
| 07/31/15 | 294432 | SAFE KIDS | 85.00 |
| 07/31/15 | 294433 | SAMPSON, MARK | 100.00 |
| 07/31/15 | 294434 | SARA STRONG-GLUPKER | 210.00 |
| 07/31/15 | 294435 | SHORELINE TOURS & TRAVEL | 28,167.10 |
| 07/31/15 | 294436 | SOCIETY FOR HUMAN RESOURCE MGMT | 190.00 |
| 07/31/15 | 294437 | SOIL & MATERIALS ENGINEERS, INC | 149.35 |
| 07/31/15 | 294438 | ST. CATHERINE OF SIENA CHURCH | 25.00 |
| 07/31/15 | 294439 | STANISLAWSKI, MICHELLE | 100.00 |
| 07/31/15 | 294440 | STAP BROS LAWN & LANDSCAPE, INC | 6,787.91 |
| 07/31/15 | 294441 | STARTEL TECH | 56.64 |
| 07/31/15 | 294442 | STATE OF MICHIGAN | 260.00 |
| 07/31/15 | 294443 | STATE SYSTEMS RADIO, INC | 175.00 |
| 07/31/15 | 294444 | STEENSMA LAWN & POWER EQUIPMENT | 635.90 |
| 07/31/15 | 294445 | SUZANNE GERNAAT | 370.00 |
| 07/31/15 | 294446 | T J RAMPIT USA | 1,094.97 |
| 07/31/15 | 294447 | THE IRRIGATOR | 307.65 |
| 07/31/15 | 294448 | TINK INC. | 15,865.00 |
| 07/31/15 | 294449 | TODD ARBANAS ENTERPRISES INC. | 6,190.00 |
| 07/31/15 | 294450 | TRACTOR SUPPLY CORP. | 9.99 |
| 07/31/15 | 294451 | TRIAD FURNITURE GROUP | 163.32 |
| 07/31/15 | 294452 | TRUCK & TRAILER SPECIALTIES | 94,095.00 |
| 07/31/15 | 294453 | TRY, BRENDA | 100.00 |
| 07/31/15 | 294454 | U S LAWNS- KALAMAZOO | 142.72 |
| 07/31/15 | 294455 | ULINE, INC. | 629.33 |
| 07/31/15 | 294456 | UNDERGROUND SECURITY COMPANY | 1,782.90 |
| 07/31/15 | 294457 | UNITED PARCEL SERVICE | 109.73 |
| 07/31/15 | 294458 | VANCE OUTDOORS, INC. | 2,550.00 |
| 07/31/15 | 294459 | VANDERBILT, JOHN | 48.00 |

CITY OF PORTAGE CHECK REGISTER
Check Dates from: 7/19/2015 to 8/02/2015

| Check Date | Check | Vendor Name | Amount |
|------------|------------------|----------------------------------|-------------------|
| 07/31/15 | 294460 | VANGUARD FIRE & SUPPLY CO., INC. | 261.40 |
| 07/31/15 | 294461 | VERIZON WIRELESS SERVICES, LLC | 2,434.86 |
| 07/31/15 | 294462 | WATKINS, GREG | 299.00 |
| 07/31/15 | 294463 | WEIRICK, RON AND BARB | 245.00 |
| 07/31/15 | 294464 | WEST MICHIGAN STAMP & SEAL, INC | 17.25 |
| 07/31/15 | 294465 | WINDER POLICE EQUIPMENT, INC. | 3,950.71 |
| | SUBTOTAL: | 188 CHECKS | 577,753.06 |
| | TOTAL: | 230 CHECKS | 912,407.35 |

** (A) DENOTES ACH PAYMENTS

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Vehicle Purchase Recommendation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council authorize the purchase of two four-wheel drive three-quarter ton pickup trucks, two hybrid sedans, five four-wheel drive police patrol vehicles, one utility van, one front end loader, one compact track loader, one electric police patrol motorcycle and one compact excavator through the State of Michigan purchasing program (MiDEAL), and the National Joint Purchase Alliance (NJPA) purchasing program at a total cost of \$532,588.76 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

The City Council adopted fiscal year 2015-2016 Equipment Fund Capital Outlay budget includes the purchase of two four-wheel drive three-quarter ton pickup trucks, two hybrid sedans, one utility van, one wheeled front end loader, one compact track loader, and one compact excavator. Additionally the Council adopted fiscal year 2015-2016 Capital Improvement Program budget includes the purchase of five Police Division patrol vehicles and one electric patrol motorcycle. All new vehicles will replace vehicles that have reached the end of the serviceable life with issues such as excessive mileage, rust, part unavailability and excessive ongoing maintenance costs. Replacement will allow the city to maintain current levels of service.

All replacement vehicles identified can be purchased either through the State of Michigan Purchasing Program, Michigan Delivering Extending Agreements Locally (MiDEAL), or the National Joint Purchase Alliance (NJPA) at a total cost of \$532,588.76. The City of Portage has entered into the MiDEAL and NJPA programs to utilize the extended purchasing agreement services, as there is a significant economic advantage realized by the city when purchasing through these cooperative programs. It is anticipated that all displaced vehicles and equipment will generate an estimated auction value of \$33,000 through the Kalamazoo County Intergovernmental Auction Program, coordinated by the Purchasing Department.

The two hybrid vehicles will be utilized as replacement vehicles in the Community Development Department. The two hybrid vehicles will be marked and painted in such a way as to demonstrate the City of Portage's commitment to energy conservation and environmental sustainability. The electric patrol motorcycle will be utilized by the Police Department as not only an environmentally responsible apparatus but also as a patrol vehicle with the advantage of a silent stealth approach to law enforcement.

VEHICLE PURCHASE RECOMMENDATION

Page 2 of 2

Therefore, it is recommended that City Council approve the purchase of vehicles and equipment as noted above through the MiDEAL and NJPA programs in the amount of \$532,588.76 and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

FUNDING: Funds are budgeted for the cost of the replacement vehicles and equipment in the FY 2015-2016 Equipment Fund Capital Outlay budget and the FY 2015-2016 Public Safety - Police Division Capital Improvement Program fund.

Attachments: 1. N/A

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Purchase Street Crack Sealing Material

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council approve the sole source purchase of 45,000 pounds of crack sealing material in the amount of \$19,993.50 from Maxwell Products, Incorporated, of Salt Lake City, Utah and authorize the City Manager to execute all documents related to this action on behalf of the city.

Crack sealing is a proven process that can reduce street pavement deterioration by restricting water penetration into underlying base and sub-base layers. This preventative measure helps to maintain pavement structural capacity and limit future degradation, improving pavement life by three to five years. The crack sealing process cleans and fills longitudinal and transverse cracks that occur in major streets as the asphalt ages and is the most cost-effective, long-term preventative maintenance option compared to other pavement maintenance techniques. This preventative maintenance is necessary to ensure long-lasting asphalt driving surfaces.

On July 21, 2015, City Council approved the purchase of a crack sealing machine that will be an integral part of the street maintenance plan to prolong city roadways. The Department of Public Services began crack sealing operations on Monday, August 17, 2015, testing the quality and efficiency with an initial purchase of \$10,925 of crack sealing material from Maxwell Products, Inc.

The success of the crack sealing machine utilizing the Maxwell Products material has led the Public Services staff to pursue the purchase of additional crack sealing material. Not only did Maxwell Products, Inc. offer the lowest price for crack sealing material (\$0.4443 per pound), it was the only vendor to provide a unique packaging system that does not require manual unwrapping of the material. This system is a time saver for the Public Services crews because they will not be required to unwrap and dispose of cardboard and plastic wrapping common with the other vendor's products. In addition, the city will realize a cost-savings without the need to pay for the shipping or disposal of the cardboard and plastic wrapping materials.

Therefore, it is recommended that City Council approve the sole source purchase of 45,000 pounds of crack sealing material in the amount of \$19,993.50 from Maxwell Products, Incorporated, and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: The FY 2015-2016 Major Streets Maintenance Fund includes \$100,000 for crack sealing of city streets.

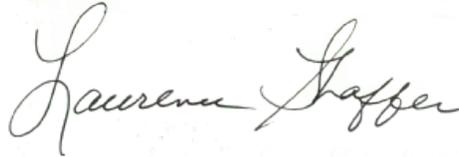
PURCHASE STREET CRACK SEALING MATERIAL

Page 2 of 2

Attachments: 1. N/A

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Trade Centre Way Shared Sewer Agreement

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation and Utilities

ACTION RECOMMENDED: That City Council:

1. approve Contract 15-5154 between the Michigan Department of Transportation and the City of Portage for a shared use sewer agreement along Trade Centre Way;
2. adopt a Resolution authorizing the City Manager to sign Contract 15-5154; and

authorize the City Manager to sign all other documents related to this matter on behalf of the city.

In 2003, the city initiated the construction of Trade Centre Way in cooperation with two local developers and the Michigan Department of Transportation (MDOT). The project included the construction of storm sewer for drainage of the new street. At the time, MDOT was involved in the design process for the widening of I-94 and the updated South Westnedge Avenue interchange. A portion of the I-94 right-of-way drained to the area of the new Trade Centre Way street alignment. The city and MDOT jointly designed the Trade Centre Way storm sewer to convey drainage from both I-94 and Trade Centre Way to a retention facility on the west end of Trade Centre Way and eventually to the west branch of Portage Creek. The storm sewer was constructed in 2004 and has been satisfactorily operating since that time.

Recently, MDOT staff and the City Administration came to the understanding that the shared storm sewer did not have a formal joint use agreement. As such, the City Administration and MDOT have drafted a "Shared Use Storm Sewer Agreement" which sets forth terms for the maintenance, operation and future upgrading of the storm sewer. The agreement outlines that maintenance of the storm sewer in the MDOT right-of-way is the responsibility of MDOT and the storm sewer in the city right-of-way is the responsibility of the city. The special joint sewer use agreement will formalize the current maintenance and operation procedures.

Therefore, it is recommended that City Council approve Contract 15-5154 between the Michigan Department of Transportation and the City of Portage for a shared use sewer agreement along Trade Centre Way; adopt a Resolution authorizing the City Manager to sign contract 15-5154 and all other documents related to this matter on behalf of the city.

FUNDING: N/A

TRADE CENTRE WAY SHARED SEWER AGREEMENT

Page 2 of 2

- Attachments:**
1. Resolution
 2. Location Map

CITY OF PORTAGE
RESOLUTION

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall in said City on the _____ day of _____, 2015 at 7:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Councilmember _____ and seconded by Councilmember _____.

RESOLVED, that the City Council for the City of Portage does hereby authorize the City Manager, Laurence Shaffer, to sign Contract 15-5154 between the City of Portage and the Michigan Department of Transportation. This contract allows for shared use of the city storm sewer and outlet along with maintenance and necessary related future upgrade work located on Trade Centre Way in the City of Portage.

ADOPTED: YEAS:
NAYS:
ABSENT:

James R. Hudson, City Clerk

CERTIFICATION

I hereby certify this _____ day of _____, 2014 that the foregoing is a true and complete copy of the original on file in my office.

James R. Hudson, City Clerk

APPROVED AS TO FORM
DATE 8/3/15

CITY ATTORNEY

Share Use Storm Sewer Agreement Location Map

Date: 7/30/2015



1 inch = 200 feet



Legend

- Storm Inlets
- Storm Discharge Points
- Storm Manholes
- Storm Gravity Mains

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: South Central Bikeway Trail Resolution

SUPPORTING PERSONNEL: Kendall Klingelsmith, Director of Parks, Recreation and Senior Citizen Services

ACTION RECOMMENDED: That City Council approve the Resolution to obligate funds and commit responsibility for maintenance of the planned South Central Bikeway non-motorized trail in perpetuity and authorize the City Manager to sign all other documents related to this matter on behalf of the city.

In 2011 the City of Portage was fortunate to receive the generous gift of 123 acres of land, adjacent to the Bishop's Bog Preserve, from Linda Eliason in memory of her husband David. The intent of the land donation is to create a nature preserve with passive recreational opportunities, which includes a non-motorized trail.

The Eliason Nature Reserve provides additional recreation opportunities and preserves important natural features and open space for the community. A coordinated approach is necessary to ensure that the park property is developed according the master plan, which is designed in a three phase approach. Construction of the paved trail, known as the South Central Portage Bikeway, is the last element in Phase One and the remaining link necessary to create a continuous non-motorized trail from the Portage/Kalamazoo city limit at Kilgore Road south to Osterhout Avenue, a distance of over six miles.

The FY 2014-2015 Capital Improvement Program (CIP) allocates \$525,000 for completion of Phase One of the Eliason Nature Reserve development. However in October 2014, the City of Portage was approved for federal and state funding under the Transportation Alternatives Program (TAP) in the amount off \$243,000 for completion of the 10-foot wide trail that will run 8,270 feet. This will also include a 200-foot boardwalk section through a lowland area of the Eliason Nature Reserve with both trailways designed to American Association of Highway and Transportation Officials (AASHTO) and accessibility standards. The remaining local match, in the amount of \$383,616, will be funded through the FY 2014-15 CIP allocation.

On January 6, 2015 the City Council awarded a professional engineering design contract to O'Boyle, Cowell, Blaylock & Associates (OCBA) for design and engineering of the trail project, which is now ready to bid. As a requirement from the Michigan Department of Transportation, prior to bidding, a resolution committing the local funds for completion and maintenance responsibility must be executed by the city.

SOUTH CENTRAL BIKEWAY TRAIL RESOLUTION

Page 2 of 2

Therefore, it is recommended that City Council approve the resolution to obligate funds and commit responsibility for maintenance of the planned South Central Non-Motorized Trail project in perpetuity and authorize the City Manager to execute all documents related to this matter on behalf of the city.

FUNDING: Funds are available in the 2014-2015 Capital Improvement Program budget for the South Central Bikeway Trail.

Attachments: 1. South Central Portage Bikeway Resolution

CITY OF PORTAGE

RESOLUTION FOR SOUTH CENTRAL PORTAGE BIKEWAY

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2015 at 7:30 p.m. local time at the City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Councilmember: _____, and supported by:

Councilmember: _____.

WHEREAS, the Federal Highway Administration Moving Ahead for Progress in the 21st Century (MAP-21) Act of 2012 allows states to distribute funds for the Transportation Alternative Projects (TAP) and

WHEREAS the City of Portage is committed to enhancing the City roadway system to provide improved non-motorized facilities and

WHEREAS, the provisions of non-motorized facilities for pedestrians are eligible Transportation Alternative Program activities, and

WHEREAS, the Michigan Department of Transportation has committed 2015 TAP funds for the South Central Portage Bikeway project.

NOW, THEREFORE, BE IT RESOLVED that the City of Portage Council requests the Michigan Department of Transportation to proceed with the obligation of Transportation Alternative Programs fund for the following project:

| | |
|--------------------------------|-----------|
| Total Estimated Cost: | \$626,616 |
| Federal Funds: (capped at) | \$243,000 |
| Local Match: (City of Portage) | \$383,616 |

BE IT FURTHER RESOLVED that the City of Portage will provide local match funds and will be responsible for the maintenance of the non-motorized trail after construction is complete. The City of Portage will designate a Project Engineer who shall approve final project review. In addition, the Project Engineer shall be available for meetings with the Michigan Department of Transportation and shall assure that the Project Record Files are maintained.

The City Manager is hereby directed to file said report and recommendation with the City Clerk as soon as the same has been prepared.

All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

ADOPTED: _____

AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

James R. Hudson, City Clerk

CERTIFICATION

I, James R. Hudson, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage, Michigan, and that the foregoing resolution was adopted by the City of Portage on the ____ day of _____, 2015.

James R. Hudson, City Clerk

Approved as to form:
Date: 8/17/15

City Attorney

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Local Officers Compensation Commission Report

SUPPORTING PERSONNEL: James Hudson, City Clerk

ACTION RECOMMENDED: That City Council receive the report from the Local Officers Compensation Commission.

The Code of Ordinances, Chapter 2 - Division 5, establishes a Local Officers Compensation Commission (LOCC) and its duties. The LOCC, which is required to meet every odd-year, met on August 20, 2015, to deliberate whether City Council should receive a salary increase or decrease and, if so, in what amount. The attached report from the LOCC to City Council contains a determination that there be no change to the salaries of City Council or the Mayor. The LOCC will meet again in 2017.

For informational purposes, according to section 117.5c of the State of Michigan Home Rule City Act, the determinations of the LOCC are effective 30 days following their August 20 filing with the City Clerk unless rejected by a two-thirds majority of the City Council. In case of rejection, the current salaries prevail.

FUNDING: N/A

Attachments: 1. Report of the Local Officers Compensation Commission

To: Mayor Strazdas and the Portage City Council
From: Local Officers Compensation Commission
Subject: Elected Official Compensation Review

Date: August 20, 2015

Committee Officers:

Betty Ongley, Chairperson. Josh Hill, Secretary.

Committee Members:

Larry DeShazor, James Graham, Joshua Hill, Betty Ongley, Michael Stoddard, Paul Summers, Norm Terry.

Background

The Local Officers Compensation Commission is appointed by the Mayor as established by City Ordinance to “determine the salaries of all local elected officials.”

Salary History

Following is a brief history of the salary received by the Portage City Council and Mayor:

- \$20 per meeting as of – and prior to – April 1975 for the Councilmembers and the Mayor.
- \$25 per meeting as of April 25, 1975, for the Councilmembers and the Mayor.
- \$1300 per year for Councilmembers and \$2300 per year for the Mayor as of August 2, 1977.
- \$4000 per year for Councilmembers and \$6000 per year for the Mayor as of March, 1991.
- \$5000 per year for Councilmembers and \$7500 per year for the Mayor as of June, 2007.
- In June of 2009, 2011 and 2013 it was determined that there should be no change to the compensation of \$5000 per year for Councilmembers and \$7500 per year for the Mayor.

Committee Discussion

The committee believes there exists a need to fairly compensate the Mayor and the City Councilmembers. The Local Officers Compensation Commission (LOCC) discussed current economic and budgetary conditions and the fact that membership on the City Council is public service in its truest form.

The LOCC recognizes the time, effort and energy put in by the City Council. Keeping the overall health and well-being of the City in mind, the LOCC determined that the best course of action is to maintain compensation at current levels at this time.

Committee Determination

After discussion and deliberation on the subject for which the LOCC is charged, it is the determination of the committee that there be no change to the compensation of members of the City Council and the Mayor.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: July 2015 Environmental Report

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation and Utilities

ACTION RECOMMENDED: Information Only

Attached please find the July 2015 Summary Environmental Activity Report from Department of Transportation & Utilities Director, W. Christopher Barnes, P.E. New material or material of specific interest to City Council is presented in italics.

City Council has a quality of environment goal to “enhance environmental quality and protect natural resources.” The summary report is intended for informational purposes and to keep the Council, Planning Commission and Environmental Board apprised of current environmental issues.

FUNDING: N/A

Attachments: 1. Summary Environmental Activity Report

SUMMARY ENVIRONMENTAL ACTIVITY REPORT

July 2015 (*updates in italics*)

| <u>Project/Activity</u> | <u>Description</u> | <u>Status</u> |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Portage City Landfill | Ongoing groundwater monitoring of former municipal landfill. | -Beginning in 1991, South Westnedge Park (landfill) has been monitored for on-site and off-site contamination. On July 23, 2013, City Council approved a three-year contract with American Hydrogeologic Corporation (AHC) to perform annual groundwater sampling. The site groundwater data will continue to be monitored to confirm continuation of the natural attenuation process. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future. Initial groundwater and methane results indicate no off-site impact. AHC currently compiling MDEQ sampling requirement costs necessary for closure at the former landfill site. Weekly methane sampling is continuing on-site to collect base line data. AHC is completing the installation of private methane detection devices at several adjacent properties. Soil boring installation was completed on May 28, 2014. Current methane readings have been below detection levels. The 2 nd year of AHC's contract is underway with annual report pending. |
| Site Inspection/Development Project Review | Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed. | -Coordination with property owners and City or State agencies ongoing. <i>-Review of 6 site/building plans and/or plats completed in July 2015.</i> |
| Sewer Connection Program | Groundwater protection program requiring residential/business hookup to the sanitary sewer where available. | <i>-Sanitary sewer hookup permits issued in July 2015: 17 residential; 0 commercial.</i> |
| West Lake Management Program | Special assessment district designed to maintain/improve lake conditions. Special emphasis on weed control and non-point source pollution reduction. | -Five Year Lake Management Assessment District process was approved by City Council. Permitting complete for the 2015 season. Treatment to be performed by Aquatic Services, Inc. The Association has selected to use Restorative Lake Sciences, LLC for consulting services for 2015. Treatment application schedule for mid-June. Follow-up inspection of treatment will be done by Restorative Lake. The West Lake Improvement |

association has completed a five year plan for a new special assessment district. Special assessment process for 2015-2019 began on August 26, 2014. Resolution No. 5 completing the assessment was adopted October 21, 2014. Year-end report by the consultant is complete. The 2015 weed treatment bids were received on February 24, 2015. *City Council approved weed treatment contract with Professional Lake Management Company on April 10, 2015. Weed treatment was completed in June.*

Retention Basin
Sampling Program
(Groundwater
Elevation)

Investigation regarding potential
impact of retention basins on
groundwater levels.

-Historical monitoring continues to show minor impacts at most basins. From 1993 through 2009 the monitoring program showed stable groundwater impacts due to storm water infiltration. Alternative road salt practices continue to be considered and evaluated. The 2013 report was received noting minimal impacts. The 2013 report is available on the website for public information. Bids were received for a new four year program on April 16, 2014. The low bidder, Nova Consultants, was awarded a four-year contract by City Council on April 29, 2014. Monitoring performed in July 2014 and October 2014. Monthly sampling at two retention basins continues. *Current findings show a rise in groundwater levels of approximately 12 inches over 2014 levels.*

Wellhead Protection
Program (WHPP)

Development of program to protect
City well fields and surrounding area
from contamination resulting from
improper land use.

-Current Wellhead Protection was approved March, 2001. Staff has met internally to discuss the future needs to update the plan pending grant opportunities. Staff participated in a MDEQ Water Supply Emergency planning roundtable on June 10, 2013. Update of the program has been initiated as part of the Water Reliability Study in conjunction with Fishbeck, Thompson, Carr & Huber update work currently underway. Wellfield delineation completed. Engineering intern has completed contamination source inventory. Final report preparation was submitted to the Michigan Department of Environmental Quality for review and approval. Letter of approval received from MDEQ on June 15, 2015. Program implementation is ongoing.

Leaf Compost
Monitoring Program

Monitoring and analysis of
groundwater at the new Oakland
Drive Leaf Compost site.

-City Council awarded contract on August 21, 2001 to Soil & Materials Engineers for monitoring and analysis of groundwater impact of the new compost operation. Drilling was completed in October 2001 and first sampling cycle was completed in February 2002. Semi-annual sampling was performed from 2002 to 2008 in June and January. Sampling and

analysis results continue to show negligible groundwater impacts from the leaf composting. Sampling schedule was reduced to annual sampling in 2009 with results showing continued minor impact on groundwater quality. Sampling completed in June 2015, with report submitted. No significant change in groundwater impacts.

National Pollution
Discharge Elimination
System (NPDES)
Permit Implementation

Five year plan to implement the
current NPDES stormwater permit.

-Received NPDES general permit on August 15, 2001. Renewal Application submission was made to MDEQ on March 7, 2003. New permit received in 2004 mandates involvement in several county watershed groups. City staff completed the submission of a Storm Water Pollution Prevention Initiative (SWIPPI) as required by NPDES permit. New certificate of coverage permit was issued by MDEQ on September 30, 2009. New permit covers a 5 year timeframe with first work item (updating the Public Participation Plan) completed December 11, 2009. Received a notice from MDEQ rescinding the 2008 permit due to a recent court case ruling. MDEQ reinstated the 2003 permit for implementation. Information on new permit requirement was received in February 2011. MDEQ expected to issue new permit in 2014. MDEQ scheduled an audit of the program on July 12, 2012. Audit completed with satisfactory results. City website updated in February to provide education of Illicit Storm Water Discharge. Program implementation is ongoing. Annual 2012-13 report was submitted on December 24, 2013. Comments received back have been reviewed by staff and response submitted to MDEQ. MDEQ concurred with city staff response. New permit application process announced in November 2014. New permit application was submitted in March 2015. Implementation is ongoing.

National Pollution
Discharge Elimination
System (NPDES)
Permit Implementation

Kalamazoo River Mainstream
Watershed Management Plan

-First meeting was held September 17, 2004. Proposals for completing the watershed plan were received by Kalamazoo County on September 15, 2005 and a contract awarded to Kieser & Associates in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. Review comments received from MDEQ and revised watershed plan due in December 2006. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Kalamazoo River Watershed council completed a watershed update in November, 2011. No new developments.

Portage River Watershed
Management Plan

-Public participation plan submitted June 28, 2004. Proposals for a Watershed Management Plan were received by the Kalamazoo County Road Commission and a contract awarded to the Kalamazoo County Conservation Service in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Based upon MDEQ comments, the plan was revised and resubmitted on December 21, 2009. Interest has been raised by local conservation groups to update the Watershed Plan using grant funds. Grant application submitted by Kalamazoo and Calhoun County Conservation District to update the Watershed Plan in 2012. Grant for watershed update was awarded to Calhoun County Conservation District. First kick-off meeting held December 13, 2012 to introduce working partners and information gathering. A meeting was held on March 12, 2013 to discuss the designated uses of the Portage River/Little Portage Creek watershed, the total maximum daily load of E-coli from samples taken and a review of community ordinances and policies that help protect the Watershed. Meeting held on June 11, 2013 to discuss identified water quality problems in the watershed. Meeting held on December 11, 2013 to inform stakeholders of progress on data collection. Canoe trip inspection was held on September 13, 2014. No new developments.

Plan to implement and maintain an
Illicit Discharge Elimination Program
(IDEP) Storm Sewer Outfall Testing.

-On February 19, 2002, City Council approved a new ordinance as required by the NPDES permit titled "Storm Water Illicit Discharges and Connections." Program implementation is ongoing. Continued outfall sampling is required by permit and will be budgeted accordingly. IDEP program was updated for submittal to MDEQ on June 25, 2010, and part of the SWIPPI. Completed an area-wide brochure to educate the public on Illicit Storm Water Discharges in conjunction with the Kalamazoo County Drain Commissioner. On April 29, 2014 City Council awarded a contract to Nova Consultants, Inc., to perform annual investigations of storm outfalls and investigate all outfalls on a four-year cycle. Investigations scheduled for 2014 were completed in July with summary report received. Report will be submitted to MDEQ as part of the annual report. *Next report due in December 2015.*

| | | |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Garden Lane Arsenic Removal Facility | <i>Native Prairie Restoration</i> | Staff currently working with the Environmental Board on informative signs and long-term maintenance plans for the native planting landscape design in front of the Garden Lane Treatment Plant. <i>New informational signs are complete and maintenance is ongoing.</i> |
| Environmental Incident/Spill Clean Up Notification | Environmental Protection Program to assist Portage Police/Fire Departments with spill containment and spill cleanup. | Emergency spill response contract for 2014-15 with Terra Contracting has been renewed. <i>The number of environmental incident/spill investigations performed in July – 0. Number of environmental cleanups in July – 0. 2015.</i> |
| Southwest Michigan Regional Sustainability Covenant | Collaborative effort with local government, academic, and other stakeholders to lead toward environmental, economic and social sustainability. | On May 12, 2009, City Council approved the Southwest Michigan Regional Sustainability Covenant. A sustainability work session was held April 14, 2010, to review elements of the covenant in cooperation with the City of Kalamazoo and the City of Battle Creek. A grant application was made to MDEQ for a greenhouse gas inventory study of the area. Notice received July 15, 2010 that the grant application was not successful. City staff attended a September 10, 2010 meeting in Grand Rapids to discuss sustainable economic, environment, and society programs. No new developments. |

TO: Portage City Council

FROM: Peter J. Strazdas, Mayor

SUBJECT: City Manager Salary Review / Evaluation Committee

ACTION RECOMMENDED: That City Council appoint the Mayor, Mayor Pro Tem Pearson and Councilmember Ford to the City Manager Salary Review / Evaluation Committee, convene the City Manager Salary Review / Evaluation Committee and request a recommendation as to compensation for Fiscal Year 2015-2016.

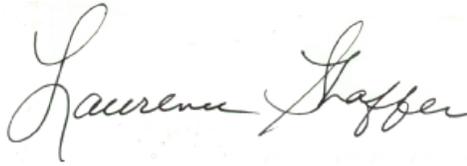
The City Council City Manager Salary Review / Evaluation Committee is charged with conducting an evaluation of the City Manager's performance over the previous fiscal year and recommending compensation for the next fiscal year. As such, I recommend that the City Council re-appoint the three Councilmembers from the FY 2014-2015 City Manager Salary Review / Evaluation Committee to include the Mayor, Mayor Pro Tem Pearson and Councilmember Ford, convene the City Manager Salary Review / Evaluation Committee and request a recommendation as to compensation for Fiscal Year 2015-2016.

FUNDING: N/A

Attachments: N/A

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Selection of City Attorney – Authorization to Execute Contract

SUPPORTING PERSONNEL: Rob Boulis, Deputy City Manager

ACTION RECOMMENDED: Communication from the City Manager recommending that City Council, consistent with Section 6.2 of the City Charter, appoint Randall L. Brown as the City Attorney, effective September 1, 2015 and authorize the City Manager to enter into a contract with Randall L. Brown and Associates, PLC, for a term not to exceed five years at an annual rate of \$225,728.

The five-year contract between the City of Portage and Randall L. Brown and Associates, PLC of Portage, Michigan for city legal services expired on July 31, 2015. The City Council, at the regular meeting of June 23, 2015, authorized the City Manager to seek informal proposals from local legal firms in order to ascertain whether the costs for such legal services might be procured at less of an expense to the city. Below is a summary of those activities.

First, the Charter of the City of Portage addresses the issue in how a City Attorney is appointed. Section 6.2(a) states “the Council shall appoint the City Manager and the City Attorney who shall each serve at the pleasure of the Council.” As a result of that Charter requirement, the City Attorney is appointed directly by the City Council in a manner similar to that of the City Manager. The City Attorney’s duties are also outlined by the City Charter; Section 6.6 states in part that the City Attorney “shall act as the legal advisor of and be responsible to the Council in all respects concerning the performance of its official duties.” The City Attorney also serves as an advisor to the City Manager concerning legal issues affecting the City Administration. The City Attorney prosecutes all ordinance violations, as well as prepares and reviews all ordinances, regulations, contracts and bonds. The City Attorney attends and advises for all City Council meetings. The City Attorney also serves the various boards and commissions of the city. The City Attorney performs other duties as prescribed by the Charter and the Council as needed.

Randall Brown first became an attorney providing legal services to the City of Portage with then City Attorney John Peters in 1984. Attorney Peters resigned his position as City Attorney and Randall L. Brown and Associates – after an open RFP process in 1993 – was selected to serve by the Portage City Council as the City Attorney. Since that time Attorney Brown has provided the highest quality legal services and sage legal advice to the Portage City Council, City Manager and staff. He has been through many of the formative debates, challenges and ultimately, resolutions to the various legal and policy issues that have faced the city. Throughout that time, he has provided the highest quality service at a reasonable cost. He has been steady, predictable, and dependable. Attorney Brown has

SELECTION OF CITY ATTORNEY – AUTHORIZATION TO EXECUTE CONTRACT

Page 2 of 3

not only been comprehensive, but timely in his opinions to the City Council, City Manager, city departments, and various boards and commissions for which he assists and in high quality fashion. Attorney Brown has developed productive and trusting relationships with the various boards and commissions that he serves. At his direction, his firm has prosecuted the numerous and various citations issued by city staff.

At the regular meeting of June 23, 2015 City Council authorized the City Manager to conduct an informal request for proposals. A copy of that request is attached for Council's review. Although the request is certainly structured much like a formal RFP, it became apparent after discussions with the Purchasing Department that in order to forestall the inevitable questions from entities considering a proposal submission, and to provide a fair and equitable opportunity to respond in kind to a full and comprehensive understanding of what the City Attorney position entails from a legal and functional perspective, I felt it was important to create a Request for Proposals that had a much more formal appearance than originally anticipated.

The date of issue for the informal RFP was July 27, 2015. The city, in response to verbal and written interests expressed by various firms, mailed the informal RFP to those that made contact. The deadline for submission was August 11, 2015. The city received three proposals, in addition to the proposal submitted by Randall L. Brown and Associates. To summarize, all three responding firms were excellent. However, Beebe Law Group of Portage and David G. Moore, PLC of Kalamazoo both had notably less experience in public law. The third firm of Bauckham, Sparks, Lohrstorfer, Thall & Seeber, of Kalamazoo, has significant experience with a variety of local townships including Comstock Township, Texas Township and Richland Township. While this experience is a positive, the possibility of a conflict of interest exists in those instances where the firm represents townships that have a formal relationship with the City of Portage. For example, the City of Portage and Texas Township are under contract for wastewater collection and transmission services. Notwithstanding certain exceptions taken by Bauckham, Sparks, Lohrstorfer, Thall & Seeber to the city's termination clause and the firm's insurance, the price submitted by the firm was \$30,000 below the proposal from Randall L. Brown and Associates.

I believe it is extremely important for the city to retain its institutional memory and sense of continuity and stability provided by Attorney Brown. In much the same way the city would value a 30-year employee over the potential of a new hire, the \$30,000 increment is viewed as a reasonable and prudent expense for the benefits received beyond the other firms' proposals. Attorney Brown's institutional knowledge, his understanding of context and history of the guiding policy principles that have shaped the City of Portage's direction and his solid, high quality and reliable service set him apart from the other individuals and entities submitting proposals. Simply put, making a change without fully understanding what that might do to the quality of legal representation or the interruption in continuity between the services the city presently receives and what might be received in the future is not worth the incremental savings proposed.

Therefore, it is recommend that City Council, consistent with Section 6.2 of the City Charter, appoint Randall L. Brown as the City Attorney, effective September 1, 2015 and authorize the City Manager to enter into a contract with Randall L. Brown and Associates, PLC, for a term not to exceed five years at an annual rate of \$225,728.

FUNDING: The FY 2015-2016 City Council approved budget allocates sufficient funds for city legal

SELECTION OF CITY ATTORNEY – AUTHORIZATION TO EXECUTE CONTRACT

Page 3 of 3

services.

- Attachments:**
1. July 27, 2015 Request for Proposals
 2. Legal Services Tabulation of Proposals



Date of Issue: July 27, 2015

REQUEST FOR PROPOSALS
LEGAL SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing legal services for performing city attorney services. The information submitted, including experience, qualifications, fee schedule, and information requested, as a part of this Request for Proposal will be reviewed for the purpose of evaluating the firm for further consideration. The City of Portage Charter Section 6.2, Administrative Officers – Appointment Employees, states in part, “The City Council shall appoint the City Manager and the City Attorney who shall each serve at the pleasure of the Council.”

Fee structure will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, resources, ingenuity, creativity, completeness of the level of service proposed and timeliness of service proposed by the Firm will be significant factors in award of this professional service contract. Final decision on selection of the Firm for this project will be determined by the Portage City Council. The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

Questions regarding the scope of services to be accomplished may be directed to Laurence Shaffer, City Manager at (269) 329-4400. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Judy Johnson, Purchasing Manager at (269) 324-9284. Proposals may be mailed or delivered to the City of Portage Purchasing Division, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: CITY ATTORNEY SERVICES

CLOSING DATE AND TIME: 3:00 p.m., August 11, 2015

PROPOSAL INDEX
CITY ATTORNEY SERVICES

| <u>Section</u> | <u>Page No.</u> |
|--------------------------------------------------|-----------------|
| Request for Proposals | Cover Page |
| Proposal Index | Index |
| 1. Instructions for Proposal Submission | 1 |
| 2. Professional Legal Service Requirements | 4 |
| 3. Project Information Sheet..... | 27 |
| 5. Cost Summary | 30 |

Attachments:
Draft Contract

1 **CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION**

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

1.2 Withdrawal of Proposals

Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of one hundred and twenty (120) days after the closing date.

1.3 Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in cover page.

1.4 Proposal Form

- A. Whenever forms are provided, each proposal shall be made on the form provided and shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.
- B. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications will lie with the City Council. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable the proposal meeting specifications can still be considered.
- C. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.5 Non-Discrimination

The Firm agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award

1.6 Insurance

- A. The successful Firm agrees to provide insurance as outlined below:
- B. Worker's Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.
- C. Comprehensive General Liability Insurance:
 - Bodily Injury - at least \$2,000,000/occurrence
 - Property Damage - at least \$2,000,000/occurrence
 - Personal Injury - at least \$2,000,000/occurrence
- D. Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$2,000,000/occurrence.
- E. Motor Vehicle Liability Insurance:
 - Bodily Injury - at least \$1,000,000/occurrence
 - Property Damage - at least \$1,000,000/occurrence
 - Personal Injury - at least \$1,000,000/occurrence
- F. Additional Insured: These coverages shall protect the firm, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The firm's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation)..
- G. Cancellation Notice All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.
- H. It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

1.7 Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and

consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Firm, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Firm shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers’ compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the Firm constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract. The Firm shall procure and maintain at Firm’s own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for the Firm’s proper protection in the prosecution of the work.

1.8 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued by the Purchasing Division. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Division.

1.9 Project Information Sheet

Responsive proposals must include a fully executed interested party information sheet located in the document proposal, Section 4.0. This document is self-explanatory.

1.10 Proposal Summary

After fully evaluating proposal requirements and scope of services requested, each Firm shall develop a proposal summary that will describe the firm’s experience in general municipal law as it pertains to their previous history, qualifications, staff and other key parameters. The Firm will not provide services for labor practice, union negotiations, Michigan Tax Tribunal or other tax matters. It is envisioned that such proposal summary shall be 2-5 pages in length.

1.11 Proposal Content

At a minimum, responsive proposals shall include the following:

- A. A project information sheet in format provided in the Request for Proposal package (10 copies)
- B. A proposal summary (10 copies)
- C. A statement of entities or clients which may present a conflict of interest (per Section 3.15) (10 copies)
- D. A proposal cost summary page in format provided in the Request for Proposal package (10 copies). Maximum consideration will be given to projects quoted in the single not-to-exceed project cost format.

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

1.12 Selection Criteria

The fee schedule will be one element of the selection process, but all of the following factors, especially adherence to the time schedule, will be used in evaluating proposals received:

- A. Professional qualifications and history of the firm (and principle staff)
- B. Experience and technical competence in labor law
- C. Adequate staffing and support
- D. Prior performance on projects with the city or other municipalities in regard to labor law
- E. Such additional information as may be requested by the city
- F. Location of office

- 1.13 A formal presentation will not be utilized. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal.

2 PROFESSIONAL LEGAL SERVICES REQUIREMENTS

2.1 Background

The current contract with the law firm providing city attorney services expires on August 31, 2015. The city is seeking proposals for a five-year contract for labor attorney services commencing on September 1, 2015.

Over the past several years, contracts for city attorney services have been based on an annual retainer, which includes all costs to provide all legal services.

The City of Portage Organizational Chart, General Fund Budget, Listing of City Boards and Commissions, and the Michigan Municipal Risk management Authority Coverage Overview and Liability and Vehicle Coverage Document are attached to this RFP.

2.2 Description of Legal Services Provided To Date:

The current City Attorney has a staff of one full-time assistant attorney in addition to himself. Both attorneys must be available to provide City legal services as a priority. The firm contracted will be expected to provide its own clerical assistance and office supplies, have and maintain its own legal subscription services, and provide for its own fringe benefits package. The current City Attorney utilizes at least one full-time trained legal secretary to perform City work with one back-up. Conferences and training concerning municipal affairs shall also be included as part of the total proposal price that includes all costs. The City Attorney Services have been provided as follows:

| | | | | |
|----------------|----------------|----------------|----------------|----------------|
| <u>2014/15</u> | <u>2013/14</u> | <u>2012/13</u> | <u>2011/12</u> | <u>2010/11</u> |
| \$225,728/yr. | \$225,728/yr. | \$200,728/yr. | \$200,728/yr. | \$200,728/yr. |

The present City Attorney and the Assistant City Attorney provide legal services to the City as the primary focus of their practice, spending an estimated 55-70 hours per week on city matters, but each attorney being available to the City of Portage on a full-time basis, as necessary. A comparable time commitment is expected for any continuing legal services.

During calendar year 2014, City attorney work is summarized as follows:

| CATEGORY OF SERVICE | 2014 QUANTITY |
|-----------------------------------------------------------------------------------------------------------------|-----------------------|
| Opinions (written) | 64 |
| Ordinances/Amendments: | |
| Zoning Text | 6 |
| Zoning Map | 6 |
| Other | 2 |
| FOIA's | |
| Police | 2,182 |
| Other | 55 |
| Police Department | |
| Prosecutions (624 criminal charges 1/1/15-6/19/15) | 159 (trips to court) |
| Warrants | 9 |
| Ordinance Enforcement: | |
| Orders of Compliance prepared | 65 |
| Show Cause Hearings | 27 |
| Resolutions | 58 |
| Attendance at Meetings | |
| City Council | 31 |
| Planning Commission | 20 |
| Zoning Board of Appeals | 7 |
| Meetings with City Staff | 41 |
| Agreements/Contracts reviewed and/or modified | 112 |
| Agreements/Contracts prepared | 17 |
| Bankruptcies | 4 |
| Discharge of Taxes | 1 |
| Communications with City Staff and others regarding city matters (includes telephone calls, emails, facsimiles) | Average 350 per month |

2.3 Scope of Service

The Firm shall perform professional legal counsel services in strict accordance with the Portage

City Charter and other professional city attorney legal services as indicated below:

2.2.1 Requirements of Portage City Charter, which are as follows:

- A) The City Attorney shall act as the legal advisor of and be responsible to the Council in all respects concerning the performance of its official duties. He/she shall advise the City Manager concerning legal problems affecting the city administration, and the Clerk, Treasurer, and Assessor concerning their statutory and Charter duties, when so required, and shall file with the Clerk a copy of all written opinions given by him/her.
- B) He/she shall prosecute ordinance violations and shall represent the city in cases before courts and other tribunals.
- C) He/she shall prepare or review all ordinances, regulations, contracts, bonds, and such other instruments that may be required by this Charter or by the Council, and shall promptly give his opinion as to the legality thereof.
- D) He/she shall attend the meetings of the Council.
- E) He/she shall be the attorney for the several boards of the City and shall give opinions to such boards upon the written request of the chairmen thereof.
- F) He/she shall perform such other duties as may be prescribed for him by this Charter of the Council.
- G) The Council and the City Attorney shall agree upon the basic compensation for any or all of the foregoing functions and duties of the attorney office as are agreed to be covered thereby and upon the basis of compensating the City Attorney for services rendered which are not covered by such basic compensation. All such agreements shall be made before the services to be covered thereby are rendered.
- H) Upon the Attorney's recommendation, or upon its own initiative, the Council may provide for an assistant to the City Attorney and may retain special legal counsel to handle any matter in which the city has an interest, or to assist the City Attorney in connection therewith.

2.2.2 Professional City Attorney Legal Services: As part of, or in addition to the Charter requirements, the City Attorney will be required to perform the following professional legal services:

- A) Advise City Council at all meetings, including committee meetings, when needed.
- B) Advise City Manager and Department Heads.
- C) Review and/or review and approve all contracts.
- D) Prepare and/or review and approve all easements and licenses.
- E) Prosecute community quality and zoning ordinance violations.
- F) Negotiate property acquisition.
- G) Conduct proper defense for the city against any and all claims where legal counsel is not provided through a valid insurance contract or self-insured agreement. Represent the city and provide proper defense in all cases where a dispute or reservation of rights exists or is expressed by any insurance carrier or self-funded contract administration.
- H) Assist city in working with liability/property/automobile insurance providers to facilitate their providing proper coverages.
- I) Advise Planning Commission and the Zoning Board of Appeals with attendance at all meetings.
- J) Prepare and/or review and approve all charter and ordinance amendments.
- K) Provide services to Community Development Department for code enforcement and zoning issues.
- L) Render oral and/or written legal opinions at the request of the City Council, City Manager, or Department Heads.

- M) Service contract shall include providing legal service continuation for all matters pending as of August 31, 2015.
- N) Provide all required prosecuting attorney services.
- O) Review and respond to all FOIA requests and advise the FOIA Administrator.
- P) Prepare and/or review all resolutions.
- Q) Handle all bankruptcies for the City.
- R) Be available as first priority to conduct meetings with administration.
- S) Handle all controlled substances forfeitures.

3 **PROFESSIONAL SERVICE REQUIREMENTS**

3.1 Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

3.2 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.3 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.4 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees.

3.5 City Contract Administrator

The City Manager, or his designated representative, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.6 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the legal services performed. The Firm will appoint a Project Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Project Supervisor shall be as binding as if given to the Firm. The Project Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.7 Billing and Payment

The Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number, including the number of hours and general category of services provided during the billing period. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

3.8 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under Section 4.2. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.9 Copyright

The Firm shall irrevocably transfer, assign, set over, and convey to the City of Portage all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Firm further agrees to execute such documents as the City of Portage may request to effect such transfer or assignment. Further, the Firm agrees that the rights granted to the City of Portage by this paragraph are irrevocable. The Firm's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

3.10 Access to Records

The Firm agrees to full transparency for this contract and will provide access of any records and documents associated with this contract to the City upon request. Such access to records shall include, but not be limited to invoices, payroll, receipts, timecards, etc. The City shall have access to such records during normal business hours and the Firm shall cooperate fully with any and all audits requested by the City. Upon termination of this contract by either party, the legal files created and stored by the Firm shall be delivered to the City.

3.11 Contract Period

The Contract shall be in effect from September 1, 2015 through June 30, 2020.

3.12 Renewal Options

The contract may be renewed through approval of the City Council. The city shall be the final authority in determining if a renewal proposal shall be accepted or if new proposals shall be requested.

3.13 Periodic Status Report

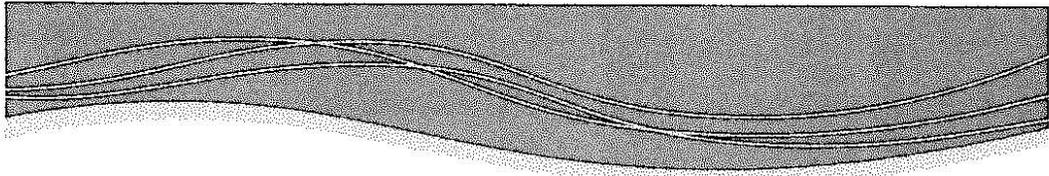
The provider agrees to provide a basic breakdown of services provided not more often than monthly nor less frequently than quarterly, if requested by the City. The purpose of this breakdown will be for allocation of funding and to establish the scope of services provide as a gauge for future contracts. The specifics of implementing this provision will be established by mutual agreement when the contract is awarded.

3.14 Notice of Termination

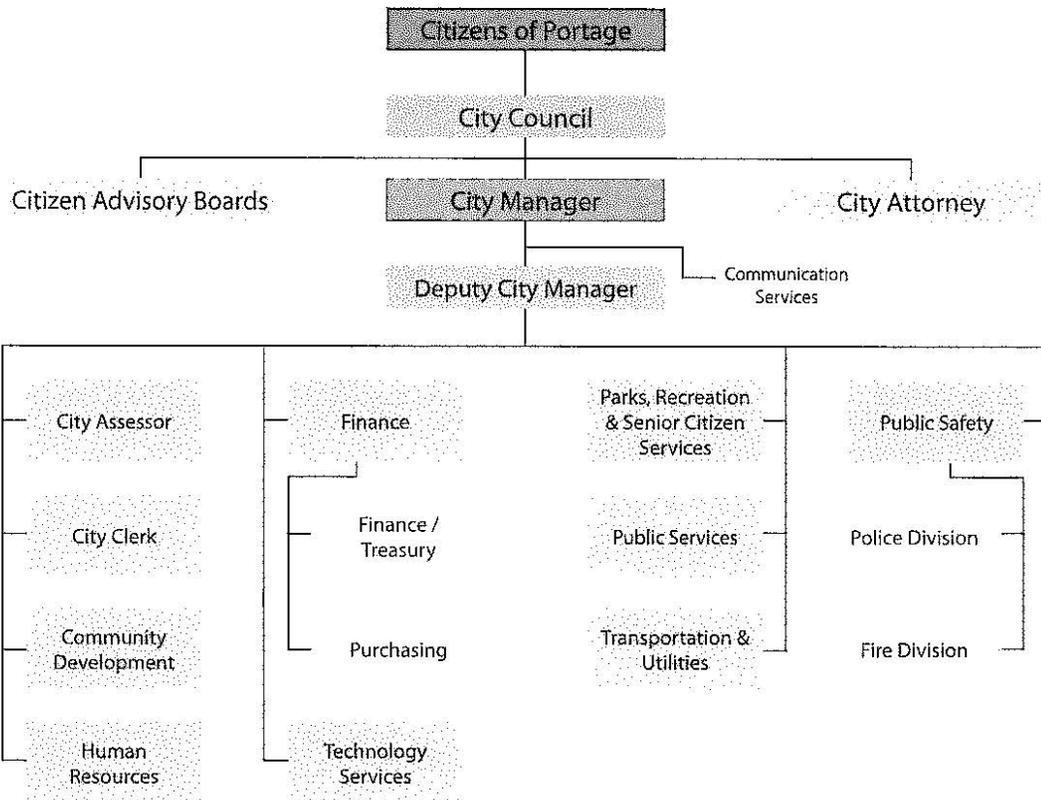
This agreement may be terminated by the City upon not less than 30 days written notice to the Firm. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination. Termination not the fault of the Firm shall not give rise to any claim against the City for damages or for compensation in addition to that provided under this contract. Such pay so made to the Firm shall be in full settlement for services rendered pursuant to this agreement.

3.15 Conflict of Interest

Firms are to identify entities or clients which are currently represented or who have previously been represented that have, or may be perceived, to have conflict of interest as it pertains to the firm's or entity's ability to represent the City of Portage.



Organizational Chart



**PORTAGE
CITY OFFICIALS
BOARDS AND COMMISSIONS**

CITY COUNCIL

Peter J. Strazdas, Mayor
Jim Pearson, Mayor Pro Tem
Nasim Ansari
Richard J. Ford
Patricia M. Randall
Claudette S. Reid
Terry R. Urban

PLANNING COMMISSION
by Mayor

1st and 3rd Thurs; 7:00 p.m.; Council Chambers at City Hall; appointment
with Council approval; 3-year terms.

Betty Schimmel
Brian Somers
Paul Welch, Chr.
Miko Dargitz
Bill Patterson
Caroline Richmond
Richard Bosch
David Felicijan, V. Chr.
Wayne D. Stoffer, Sec.
Christopher Forth, Ex Officio

ZONING BOARD OF APPEALS
Council; 3-year terms.

2nd Mon; 7:00 p.m.; Council Chambers at City Hall; appointed by

Michael Robbe
D. Glenn Smith, Sec.
Jeffrey Bright, Chr.
Chadwick Learned
Philip D. Schaefer, V. Chr.
Randall Schau
Lowell Seyburn
John C. Byrnes (Alt)
Alexander Philipp (Alt)
Jeff Mais, Ex Officio

BOARD OF REVIEW

2nd Mon/Tues/Wed of March and 4th Tues of March at City Hall;
appointed by Mayor with Council approval; 1-year term.

William E. Brandt
Lori Knapp
Michael Quinn
James Bush, Ex Officio, Sec.
Keith M. Hearit
Wesley J. Mazurek
Jay Woodhams
James Bush, Ex Officio, Sec.

CONSTRUCTION BOARD OF APPEALS When called; at City Hall; appointed by Mayor with Council approval; 3-year terms.

Barney Martlew
Lawrence A. Schmidt
George Theodoru
William J. Leach, Sr.
Vacancy
Peter Carlson
Gary Gilchrist
Terry Novak, Ex Officio
Fire Department, Ex Officio

EDC/TIFA and BROWNFIELD REDEVELOPMENT AUTHORITY When called; at City Hall; appointed by Mayor

Keith Lewandowski
Thomas G. King, Chr.
Robert L. Kelber
Bradley D. Galin (PPS)
Jeffrey R. Kalmbach, Sec.
Jeffrey Monroe
Daniel J. Vomastek (PPS)
Eric Alburtus (PPS), V. Chr.
Devrim Yaman
Victoria Georgeau, Ex Officio

ENVIRONMENTAL BOARD

2nd Wed; 7:00 p.m.; at City Hall; appointment by Council; 3-year terms.

William L. Beck
Martha L. Dahlinger, V. Chr.
Christin DeJong
Ruth Caputo, Chr.
David Mayfield
Jamie McCarthy
Catherine Niessink
Spencer Welling
Tim Winslow, Sec.
Daniel Saba
Christopher Barnes, Ex Officio

HISTORIC DISTRICT COMMISSION 1st Wed; 8:15 a.m.; at City Hall; appointment by Council; 3-year terms.

Suzanne M. Nemeth, V. Chr.
Mark Reile, Chr.
Katie vanLonkhuyzen
Christine Broberg, Sec.
E. James Ebert
Russell S. Randall
Jessie Duniphi
Fred Grunert
Vacancy
Erica Eklov, Ex Officio

HUMAN SERVICES BOARD 1st Thurs; 6:30 p.m.; at City Hall; appointed by Council; 3-year terms.

Diane Durian, V. Chr.
Raymond LaPoint
Sandra Sheppard, Chr.
Shawn Havens
Effie Kokkinos
Elma (Pat) Maye, Sec.
Nadeem Mirza
Edward Morgan
Amanda Woodin
Sameen Khurshid
Elizabeth Money, Ex Officio

PARK BOARD 1st Wed; 6:30 p.m.; Nov thru Mar at Stuart Manor, Celery Flats; Apr thru Oct. at various parks; appointment by Council; 3-year terms.

Doug Barrett
Timothy T. Earl
Charles Thomas
Kathleen Hoyle, Chr.
Jonathan Peer
Roger Smith
Susan Atkinson
Emelia Hirschman, Sec.
Janet C. Whitcomb, V. Chr.
Molly Ryan
Kendall Klingelsmith, Ex Officio

PUBLIC MEDIA NETWORK BOARD 4th Thurs; 4:30 p.m.; at PMN, 359 S. Kalamazoo Mall, 3rd Floor; appointment by Council.

Nasim Ansari
Claudette S. Reid
Donald Ramlow
Edward J. Sackley

SENIOR CITIZENS ADVISORY BOARD 3rd Wed; 2:30 p.m.; at Senior Center; appointment by Council;
3-year terms – Members; 2-year terms – Alternates.

Patricia Berninger
Ann Perkins, Chr.
Gertrude “Trudy” Riker
Monifa A. Jumanne, Sec.
Mary Maisto
Ruth Ann Meyer
Gloria Padilla-Carlson
Mary Lou Petrulio
* Arthur E. Roberts
Michael E. Martin (Alt)
William R. Wieringa (Alt)
Ali Arif
Blue Koffron (Youth Alt)
Kimberly Phillips, Ex Officio

YOUTH ADVISORY COMMITTEE

Sami Ahmad, Chr.
Jawad Aqeel
Aiyla Arif
Ali Arif
Ben Behrens
Grace Beverage
Amanda Boelman
Eli Cartier
Cortney Chow
Joseph Flanagan
Anna Heystek
Tanvi Khurmi
Sameen Khurshid
Lily Kitagawa
Blue Koffron
Anjana Krishnan
Ashwin Kumar
Sachin Kumar

Mary Kuras
Benjamin Miller
Sophie Morin
Lindy Nebiolo
Molly Ryan
Daniel Saba
Nicholas Schumacher
Arya Shembekar
Tanvi Shembekar
Simran Singh
Omar Thaj
Ali Thomas, Jr.
Adam Herringa, Staff Liaison

DOWNTOWN DEVELOPMENT AUTHORITY

Jeff Chrystal (Signature Associates)
Dorothy Robinett (Plaza Corp.)
Walter Hansen (Hansen Building & Design Corp.)
Colin Maguire (Maguire Zoeller, LLC)
Benjamin J. Boyer, Vice President (Boyer Construction Inc.)
Rich MacDonald (Hinman Company)
Matt Milks (Quality Acquisitions LLC)
Terry V. Patterson, President (Treystar Company)
Vacancy (Kalamazoo County)
Laurence Shaffer (City Manager)
Victoria Georgeau (Director of Community Development) (Non-member, Staff Liaison)

LOCAL DEVELOPMENT FINANCE AUTHORITY BOARD

Dennis Brooks, Treasurer (City of Portage)
Sean Silkworth (City of Portage)
Tim Zajac (City of Portage)
Jeff A. Gardner (City of Portage)
Robert E. Seely (City of Portage)
Rick DeKam (City of Portage)
Tim Wenzel, Chair (City of Portage)
Larry Killips (Portage Public Schools)
Karla Colestock (Portage Public Schools)
Vacancy (Kalamazoo County)
Michael Collins (Kalamazoo Valley Community College)
Victoria Georgeau, Ex Officio

August 21, 2015

**SUMMARY OF EXPENDITURES
ALL FUNDS
FISCAL YEAR 2015 - 2016**

| | 2012-2013 | 2013-2014 | 2014-2015 | 2014-2015 | 2015-2016 |
|-----------------------------------|-------------------|-------------------|---------------------------|---------------------------|----------------------------|
| | <u>Actuals</u> | <u>Actuals</u> | <u>Amended Budget</u> | <u>Adopted Budget</u> | <u>Admin Recommend</u> |
| GENERAL FUND | 22,629,772 | 23,066,188 | 24,489,466 | 24,148,815 | 25,213,755 |
| STREET FUNDS | | | | | |
| Major Streets | 2,961,717 | 4,043,793 | 3,880,248 | 3,593,911 | 3,298,988 |
| Local Streets | 1,401,687 | 1,137,899 | 1,194,145 | 1,118,629 | 1,195,742 |
| Municipal Streets | 1,043,400 | 1,229,400 | 1,529,000 | 1,529,000 | 1,604,330 |
| UTILITY FUNDS | | | | | |
| Sewer Operating | 7,046,956 | 7,066,579 | 8,991,595 | 8,721,705 | 7,844,078 |
| Water Operating | 4,185,689 | 4,151,316 | 5,061,401 | 5,003,782 | 5,123,687 |
| PUBLIC IMPROVEMENT FUNDS | | | | | |
| Capital Improvement | 7,024,025 | 8,055,649 | 16,076,838 | 8,828,000 | 14,164,000 |
| Lakes-Weed Management | 21,170 | 5,300 | 41,200 | 35,000 | 40,000 |
| DEBT SERVICE FUNDS | | | | | |
| General Obligation Debt | 6,751,416 | 2,994,463 | 3,048,010 | 3,048,010 | 2,990,335 |
| MTF 1997 | 132,131 | 127,131 | 122,135 | 122,135 | 117,060 |
| MTF 2008 | 258,475 | 271,763 | 274,300 | 274,300 | 216,980 |
| MTF 2010 Refunding | 556,475 | 820,525 | 935,925 | 935,925 | 1,027,225 |
| Building Authority Debt Service | 645,765 | 610,812 | 577,130 | 577,130 | 613,992 |
| DDA Debt Service | 404,750 | 429,859 | 384,695 | 384,695 | 430,145 |
| LDFA Debt Service | 548,475 | 515,013 | 504,775 | 504,775 | 490,330 |
| Special Assessment Debt Service | 352,382 | 178,700 | 328,281 | 328,281 | 302,618 |
| OTHER FUNDS | | | | | |
| Curbside Recycling | 635,671 | 636,239 | 604,991 | 604,991 | 684,225 |
| Leaf Pickup/Spring Cleanup | 736,701 | 729,283 | 674,868 | 674,868 | 717,806 |
| Community Development Block Grant | 187,388 | 199,237 | 379,315 | 218,672 | 221,442 |
| Cable Television | 646,985 | 820,407 | 769,707 | 749,307 | 882,083 |
| Cemetery Permanent Fund | 3,724 | 4,000 | 3,500 | 3,500 | 4,100 |
| CDBG Program Income | 32,289 | 79,548 | 60,000 | 60,000 | 135,000 |
| TOTAL EXPENDITURE | <u>58,207,043</u> | <u>57,173,104</u> | <u>89,931,525</u> | <u>61,465,431</u> | <u>67,317,921</u> |

Additional information is available in the respective detailed departmental budgets.

General Fund Expenditures by Department or Function

| | 2012-2013 | 2013-2014 | 2014-2015 | 2014-2015 | 2015-2016 |
|---------------------------|-------------------|-------------------|---------------------------|---------------------------|----------------------------|
| | Actuals | Actuals | Amended Budget | Adopted Budget | Admin Recommend |
| City Council | 63,829 | 89,318 | 140,658 | 67,100 | 66,300 |
| Human Service Funding | 117,563 | 121,237 | 123,090 | 123,090 | 125,625 |
| District Court Facility | 51,475 | 50,224 | 70,318 | 67,355 | 67,818 |
| City Manager | 510,946 | 417,963 | 594,866 | 593,154 | 495,234 |
| Finance | 711,890 | 650,213 | 769,095 | 753,972 | 884,194 |
| Information Technology | 711,228 | 722,486 | 819,571 | 783,215 | 870,571 |
| City Assessor | 489,741 | 528,146 | 597,496 | 574,872 | 561,367 |
| City Attorney | 201,041 | 226,076 | 226,728 | 226,728 | 226,728 |
| City Clerk | 380,185 | 336,339 | 409,137 | 407,220 | 435,223 |
| Human Resources | 751,406 | 772,054 | 953,587 | 948,355 | 594,077 |
| Purchasing | 127,866 | 132,688 | 136,535 | 151,385 | 105,745 |
| Parks & Recreation | 2,281,025 | 2,321,334 | 2,525,410 | 2,458,568 | 2,660,081 |
| Police Department | 8,146,812 | 8,248,029 | 8,766,466 | 8,741,905 | 9,017,112 |
| Fire Department | 4,237,307 | 4,274,752 | 4,806,008 | 4,737,861 | 4,930,940 |
| Community Development | 1,006,951 | 1,010,239 | 1,131,952 | 1,120,035 | 1,203,090 |
| Street Lighting | 482,287 | 535,454 | 589,549 | 565,000 | 519,650 |
| Transfers Out | 2,358,220 | 2,629,636 | 1,829,000 | 1,829,000 | 2,450,000 |
| Total Expenditures | 22,629,772 | 23,066,188 | 24,489,466 | 24,148,815 | 25,213,755 |

Additional information is available in the respective detailed departmental budgets.

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE OVERVIEW

| | | | |
|------------------------------|----------------------------------|--------------|----------------|
| Member: | City of Portage | Member No: | M0001049 |
| Date of Original Membership: | March 10, 1986 | | |
| Overview Effective Dates: | March 01, 2015 To March 01, 2016 | | |
| Member Representative: | Rob Boulis | Telephone #: | (269) 329-4402 |
| Regional Risk Manager: | Ibex Insurance Agency | Telephone #: | (248) 538-0470 |

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Portage** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Portage** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

City of Portage is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

City of Portage is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Portage's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

| COVERAGE | DEDUCTIBLE | SELF INSURED RETENTION |
|---------------------------|------------------------|-------------------------------------------------|
| Liability | N/A | \$75,000 Per Occurrence |
| Vehicle Physical Damage | \$1,000 Per Vehicle | \$15,000 Per Vehicle \$30,000 Per Occurrence |
| Fire/EMS Replacement Cost | \$1,000 Per Occurrence | N/A |
| Property and Crime | \$1,000 Per Occurrence | N/A |
| Sewage System Overflow | N/A | \$75,000 Per Occurrence |

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The City of Portage is afforded all coverages provided by MMRMA, except as listed below:

- 1.
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

City of Portage agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

| Liability and Motor Vehicle Physical Damage | Limits of Coverage Per Occurrence | | Annual Aggregate | |
|-----------------------------------------------------------|-----------------------------------|-------------|------------------|-------------|
| | Member | All Members | Member | All Members |
| 1 Liability | 15,000,000 | N/A | N/A | N/A |
| 2 Judicial Tenure | N/A | N/A | N/A | N/A |
| 3 Sewage System Overflows | 500,000 | N/A | 500,000 | N/A |
| 4 Volunteer Medical Payments | 25,000 | N/A | N/A | N/A |
| 5 First Aid | 2,000 | N/A | N/A | N/A |
| 6 Vehicle Physical Damage | 1,500,000 | N/A | N/A | N/A |
| 7 Uninsured/Underinsured Motorist Coverage (per person) | 100,000 | N/A | N/A | N/A |
| Uninsured/Underinsured Motorist Coverage (per occurrence) | 250,000 | N/A | N/A | N/A |
| 8 Michigan No-Fault | Per Statute | N/A | N/A | N/A |
| 9 Terrorism | 5,000,000 | N/A | N/A | 5,000,000 |

| Property and Crime | Limits of Coverage Per Occurrence | | Annual Aggregate | |
|---------------------------------------------------------------------------------|-----------------------------------|-------------|------------------|-------------|
| | Member | All Members | Member | All Members |
| 1 Buildings and Personal Property | 48,924,311 | 350,000,000 | N/A | N/A |
| 2 Personal Property in Transit | 1,000,000 | N/A | N/A | N/A |
| 3 Unreported Property | 5,000,000 | N/A | N/A | N/A |
| 4 Member's Newly Acquired or Constructed Property | 5,000,000 | N/A | N/A | N/A |
| 5 Fine Arts | 1,000,000 | N/A | N/A | N/A |
| 6 Debris Removal (25% of Insured direct loss plus) | 25,000 | N/A | N/A | N/A |
| 7 Money and Securities | 1,000,000 | N/A | N/A | N/A |
| 8 Accounts Receivable | 1,000,000 | N/A | N/A | N/A |
| 9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit) | 2,000,000 | 10,000,000 | N/A | N/A |
| 10 Fire and Emergency Vehicle Rental (12 week limit) | 1,000 per week | N/A | N/A | N/A |
| 11 Structures Other Than a Building | 11,000,000 | N/A | N/A | N/A |
| 12 Storm or Sanitary Sewer Back-Up | 1,000,000 | N/A | N/A | N/A |
| 13 Marine Property | 250,000 | N/A | N/A | N/A |
| 14 Other Covered Property | 10,000 | N/A | N/A | N/A |
| 15 Income and Extra Expense | 1,000,000 | N/A | N/A | N/A |
| 16 Blanket Employee Fidelity | 1,000,000 | N/A | N/A | N/A |
| 17 Faithful Performance | Per Statute | N/A | N/A | N/A |
| 18 Earthquake | 5,000,000 | N/A | 5,000,000 | 100,000,000 |
| 19 Flood | 5,000,000 | N/A | 5,000,000 | 100,000,000 |
| 20 Terrorism | 50,000,000 | 50,000,000 | N/A | N/A |

TABLE III
Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Limits of Coverage

Retroactive Dates:
 For Coverage A -- Data Breach and Privacy Liability Coverage: 07/01/2013
 For Coverage C -- Electronic Media Liability Coverage: 07/01/2013

| Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense | Limits of Coverage Per Occurrence/Claim | Annual Aggregate | |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------|--------------|
| | Member | Member | All Members |
| Coverage A -- Data Breach and Privacy Liability Coverage: Each Claim: | \$1,000,000 Included in the limit above | \$1,000,000 | \$15,000,000 |
| Coverage B -- Data Breach Loss to Member Coverage: Each Unauthorized Access: | Included in the limit above | | |
| Coverage C -- Electronic Media Liability Coverage: Each Claim: | Included in the limit above | | |
| Coverage D -- Breach Mitigation Expense Coverage: Each Unintentional Data Compromise: | Included in the limit above | | |

The total liability of MMRMA shall not exceed \$1,000,000 per Member aggregate Limit of Liability for coverages A, B, C, and D, in any coverage period.

The total liability of MMRMA shall not exceed \$15,000,000 for All Members aggregate Limit of Liability for coverages A, B, C, and D, from July 1, 2014, to June 30, 2015.

TABLE IV
Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Deductibles

| Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense | Deductible Per Occurrence/Claim |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| | Member |
| Coverage A -- Data Breach and Privacy Liability Coverage: Each Claim: | \$25,000 |
| Coverage B -- Data Breach Loss to Member Coverage: Each Unauthorized Access: | \$25,000 |
| Coverage C -- Electronic Media Liability Coverage: Each Claim: | \$25,000 |
| Coverage D -- Breach Mitigation Expense Coverage: Each Unintentional Data Compromise: | \$25,000 |

D. Contribution for MMRMA Participation

City of Portage

Period: **March 01, 2015**

To March 01, 2016

| | |
|-----------------------------------------|------------------|
| Coverages per Member Coverage Overview: | \$446,134 |
| Stop Loss Coverage: | \$0 |
| Member Loss Fund Deposit: | \$0 |
| TOTAL ANNUAL CONTRIBUTIONS: | \$446,134 |

E. List of Addenda

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY
COVERAGE PROPOSAL**

| | | |
|-------------------------------------|-----------------------------------------|------------------------------------|
| Member: | City of Portage | Proposal No: Q000001532 |
| Date of Original Membership: | March 10, 1986 | |
| Proposal Effective Dates: | March 01, 2015 To March 01, 2016 | |
| Member Representative: | Rob Boulis | Telephone #: (269) 329-4402 |
| Regional Risk Manager: | Ibex Insurance Agency | Telephone #: (248) 538-0470 |

A. Introduction

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City of Portage is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

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Table I
Member Deductibles and Self Insured Retentions

| COVERAGE | DEDUCTIBLE | SELF INSURED RETENTION |
|---------------------------|------------------------|-------------------------------------------------|
| Liability | N/A | \$75,000 Per Occurrence |
| Vehicle Physical Damage | \$1,000 Per Vehicle | \$15,000 Per Vehicle \$30,000 Per Occurrence |
| Fire/EMS Replacement Cost | \$1,000 Per Occurrence | N/A |
| Property and Crime | \$1,000 Per Occurrence | N/A |
| Sewage System Overflow | N/A | \$75,000 Per Occurrence |

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **City of Portage** is afforded all coverages provided by MMRMA, except as listed below:

- 1.
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

City of Portage agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

| Liability and Motor Vehicle Physical Damage | Limits of Coverage Per Occurrence | | Annual Aggregate | |
|-----------------------------------------------------------|-----------------------------------|-------------|------------------|-------------|
| | Member | All Members | Member | All Members |
| 1 Liability | 15,000,000 | N/A | N/A | N/A |
| 2 Judicial Tenure | N/A | N/A | N/A | N/A |
| 3 Sewage System Overflows | 500,000 | N/A | 500,000 | N/A |
| 4 Volunteer Medical Payments | 25,000 | N/A | N/A | N/A |
| 5 First Aid | 2,000 | N/A | N/A | N/A |
| 6 Vehicle Physical Damage | 1,500,000 | N/A | N/A | N/A |
| 7 Uninsured/Underinsured Motorist Coverage (per person) | 100,000 | N/A | N/A | N/A |
| Uninsured/Underinsured Motorist Coverage (per occurrence) | 250,000 | N/A | N/A | N/A |
| 8 Michigan No-Fault | Per Statute | N/A | N/A | N/A |
| 9 Terrorism | 5,000,000 | N/A | N/A | 5,000,000 |

| Property and Crime | Limits of Coverage Per Occurrence | | Annual Aggregate | |
|---------------------------------------------------------------------------------|-----------------------------------|-------------|------------------|-------------|
| | Member | All Members | Member | All Members |
| 1 Buildings and Personal Property | 48,924,311 | 350,000,000 | N/A | N/A |
| 2 Personal Property in Transit | 1,000,000 | N/A | N/A | N/A |
| 3 Unreported Property | 5,000,000 | N/A | N/A | N/A |
| 4 Member's Newly Acquired or Constructed Property | 5,000,000 | N/A | N/A | N/A |
| 5 Fine Arts | 1,000,000 | N/A | N/A | N/A |
| 6 Debris Removal (25% of Insured direct loss plus) | 25,000 | N/A | N/A | N/A |
| 7 Money and Securities | 1,000,000 | N/A | N/A | N/A |
| 8 Accounts Receivable | 1,000,000 | N/A | N/A | N/A |
| 9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit) | 2,000,000 | 10,000,000 | N/A | N/A |
| 10 Fire and Emergency Vehicle Rental (12 week limit) | 1,000 per week | N/A | N/A | N/A |
| 11 Structures Other Than a Building | 11,000,000 | N/A | N/A | N/A |
| 12 Storm or Sanitary Sewer Back-Up | 1,000,000 | N/A | N/A | N/A |
| 13 Marine Property | 250,000 | N/A | N/A | N/A |
| 14 Other Covered Property | 10,000 | N/A | N/A | N/A |
| 15 Income and Extra Expense | 1,000,000 | N/A | N/A | N/A |
| 16 Blanket Employee Fidelity | 1,000,000 | N/A | N/A | N/A |
| 17 Faithful Performance | Per Statute | N/A | N/A | N/A |
| 18 Earthquake | 5,000,000 | N/A | 5,000,000 | 100,000,000 |
| 19 Flood | 5,000,000 | N/A | 5,000,000 | 100,000,000 |
| 20 Terrorism | 50,000,000 | 50,000,000 | N/A | N/A |

TABLE III
Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Limits of Coverage

Retroactive Dates:

For Coverage A -- Data Breach and Privacy Liability Coverage: 07/01/2013

For Coverage C -- Electronic Media Liability Coverage: 07/01/2013

| Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense | Limits of Coverage Per Occurrence/Claim | Annual Aggregate | |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------|--------------|
| | Member | Member | All Members |
| Coverage A -- Data Breach and Privacy Liability Coverage: | \$1,000,000 | \$1,000,000 | \$15,000,000 |
| Each Claim: | Included in the limit above | | |
| Coverage B -- Data Breach Loss to Member Coverage: | | | |
| Each Unauthorized Access: | Included in the limit above | | |
| Coverage C -- Electronic Media Liability Coverage: | | | |
| Each Claim: | Included in the limit above | | |
| Coverage D -- Breach Mitigation Expense Coverage: | | | |
| Each Unintentional Data Compromise: | Included in the limit above | | |

The total liability of MMRMA shall not exceed \$1,000,000 per Member aggregate Limit of Liability for coverages A, B, C, and D, in any coverage period.

The total liability of MMRMA shall not exceed \$15,000,000 for All Members aggregate Limit of Liability for coverages A, B, C, and D, from July 1, 2014, to June 30, 2015.

TABLE IV
Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Deductibles

| Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense | Deductible Per Occurrence/Claim |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| | Member |
| Coverage A -- Data Breach and Privacy Liability Coverage: | |
| Each Claim: | \$25,000 |
| Coverage B -- Data Breach Loss to Member Coverage: | |
| Each Unauthorized Access: | \$25,000 |
| Coverage C -- Electronic Media Liability Coverage: | |
| Each Claim: | \$25,000 |
| Coverage D -- Breach Mitigation Expense Coverage: | |
| Each Unintentional Data Compromise: | \$25,000 |

4 CITY OF PORTAGE PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

____ Sole Proprietor ____ Partnership ____ Corporation

____ Other (please explain) _____

4.2 Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

____ Yes ____ No

If yes, please explain (use additional Page)

4.4 Is you Firm up for sale? ____ Yes ____ No

If yes, please explain (use additional page).

4.5 Primary staff to be assigned to the project:

Owner/Partner: _____

Principal Professional(s): _____

Other Significant Employees to be Assigned:

Please provide resume for Project Supervisor and principal professionals to be assigned at time of proposal submission for personnel listed above.

4.6 Experience: Please indicate below the experience of the individuals listed in Item 4.5 from your Firm pertaining to the specific type of work listed. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the work would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your Firm. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

A. Please list professional service projects similar to work requested where staff identified in Section 4.5 have provided professional services.

| <u>Name of Unit/ Company</u> | <u>Contact Person</u> | <u>Phone</u> | <u>Self Evaluation</u> |
|----------------------------------|---------------------------|--------------|----------------------------|
| A | | | |
| B. | | | |
| C. | | | |

(If more than three assignments have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

B. Please list other related projects that staff identified in Section 4.5 have provided professional services for.

| <u>Name of Unit/ Company</u> | <u>Contact Person</u> | <u>Phone</u> | <u>Self Evaluation</u> |
|----------------------------------|---------------------------|--------------|----------------------------|
| A | | | |
| B. | | | |
| C. | | | |

(If more than three assignments have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

C. List any other professional services that you feel may indicate the ability of your firm to perform the work requested {use additional page(s) if necessary}.

4.7 A project Information Sheet (10 copies), and Project Concept Statement (10 copies), and a Request for Proposal Cost Page (10 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

_____Yes _____No If answer is no, please explain.

4.8 The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid? _____Yes _____No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 4.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: _____

BY: _____
(Signature)

NAME: _____
(Please Print

POSITION: _____

TELEPHONE: _____

5 CITY OF PORTAGE REQUEST FOR PROPOSALS

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", in accordance with the following Fee Schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

Fee Schedule

| | Annual | Monthly Payment |
|-----------------------------------|----------|-----------------|
| September 1, 2015 – June 30, 2016 | \$ _____ | \$ _____ |
| July 1, 2016 – June 30, 2017 | \$ _____ | \$ _____ |
| July 1, 2017 – June 30, 2018 | \$ _____ | \$ _____ |
| July 1, 2018 – June 30, 2019 | \$ _____ | \$ _____ |
| July 1, 2019 – June 30, 2020 | \$ _____ | \$ _____ |

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

Telephone: _____

DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the _____ day of _____, 2015, by and between _____, hereinafter called the "Firm," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Firm and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Firm shall perform professional legal counsel services in strict accordance with the Firm's proposal and other contract documents herein mentioned which are a part of this contract. The Firm shall also do everything required by this contract and the other documents constituting a part hereof. Services to be provided include:

Requirements of Portage City Charter, which are as follows:

- A. The City Attorney shall act as the legal advisor of and be responsible to the Council in all respects concerning the performance of its official duties. He/she shall advise the City Manager concerning legal problems affecting the city administration, and the Clerk, Treasurer, and Assessor concerning their statutory and Charter duties, when so required, and shall file with the Clerk a copy of all written opinions given by him/her.
- B. He/she shall prosecute ordinance violations and shall represent the city in cases before courts and other tribunals.
- C. He/she shall prepare or review all ordinances, regulations, contracts, bonds, and such other instruments that may be required by this Charter or by the Council, and shall promptly give his opinion as to the legality thereof.
- D. He/she shall attend the meetings of the Council.
- E. He/she shall be the attorney for the several boards of the City and shall give opinions to such boards upon the written request of the chairmen thereof.
- F. He/she shall perform such other duties as may be prescribed for him by this Charter of the Council.
- G. The Council and the City Attorney shall agree upon the basic compensation for any or all of the foregoing functions and duties of the attorney office as are agreed to be covered thereby and upon the basis of compensating the City Attorney for services rendered which are not covered by such basic compensation. All such agreements shall be made before the services to be covered thereby are rendered.
- H. Upon the Attorney's recommendation, or upon its own initiative, the Council may provide for an assistant to the City Attorney and may retain special legal counsel to handle any matter in which the city has an interest, or to assist the City Attorney in connection therewith.

Professional City Attorney Legal Services: As part of, or in addition to the Charter requirements, the City Attorney will be required to perform the following professional legal services:

- A. Advise City Council at all meetings, including committee meetings, when needed.
- B. Advise City Manager and Department Heads.
- C. Review and/or review and approve all contracts.
- D. Prepare and/or review and approve all easements and licenses.
- E. Prosecute community quality and zoning ordinance violations.
- F. Negotiate property acquisition.
- G. Conduct proper defense for the city against any and all claims where legal counsel is not provided through a valid insurance contract or self-insured agreement. Represent the city and provide proper defense in all cases where a dispute or reservation of rights exists or is expressed by any insurance carrier or self-funded contract administration.
- H. Assist city in working with liability/property/automobile insurance providers to facilitate their providing proper coverages.

- I. Advise Planning Commission and the Zoning Board of Appeals with attendance at all meetings.
- J. Prepare and/or review and approve all charter and ordinance amendments.
- K. Provide services to Community Development Department for code enforcement and zoning issues.
- L. Render oral and/or written legal opinions at the request of the City Council, City Manager, or Department Heads.
- M. Service contract shall include providing legal service continuation for all matters pending as of August 31, 2015.
- N. Provide all required prosecuting attorney services.
- O. Review and respond to all FOIA requests and advise the FOIA Administrator.
- P. Prepare and/or review all resolutions.
- Q. Handle all bankruptcies for the City.
- R. Be available as first priority to conduct meetings with administration.
- S. Handle all controlled substances forfeitures.

ARTICLE II - COMPENSATION TO BE PAID TO THE FIRM

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Firm further agrees to receive and accept monthly payment as set forth in the Firms proposal as filed with the City on August 11, 2015 as full compensation.

Compensation shall be paid according to the following schedule:

| | |
|-----------------------------------|----------|
| September 1, 2015 – June 30, 2016 | \$ _____ |
| July 1, 2016 – June 30, 2017 | \$ _____ |
| July 1, 2017 – June 30, 2018 | \$ _____ |
| July 1, 2018 – June 30, 2019 | \$ _____ |
| July 1, 2019 – June 30, 2020 | \$ _____ |

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1. Contract (this document)
- 2. Firm’s Proposal dated August 11, 2015

The City reserves the right to clarify any contractual relationship in writing with the concurrence of the service provider.

ARTICLE IV – INSURANCE

The Firm agrees to provide insurance as outlined below.

- A. Insurance

The Firm agrees to provide insurance as outlined below.

B. Worker's Compensation

The Firm agrees to provide Worker's Compensation Insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.

C. Comprehensive General Liability Insurance:

The Firm agrees to provide Comprehensive General Liability Insurance in the following amounts:

Bodily Injury - at least \$2,000,000/occurrence
Property Damage - at least \$2,000,000/occurrence
Personal Injury - at least \$2,000,000/occurrence

D. Motor Vehicle Liability Insurance

The Firm agrees to provide motor vehicle liability insurance in the following amounts:

Bodily Injury - at Least \$1,000,000/occurrence
Property Damage - at least \$1,000,000/occurrence
Personal Injury - at least \$1,000,000/occurrence

F. Professional Liability Coverage

Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$2,000,000 on an "occurrence" basis.

G. Additional Insured

These coverages shall protect the Firm, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The Firm's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation)..

G. Cancellation Notice

All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

H. Sub Contractor

It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

ARTICLE V – INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, the Firm shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the firm constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract. The firm shall procure and maintain at firm's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for firm's proper protection in the prosecution of the work.

ARTICLE VI - SEVERABILITY

The Firm agrees that this Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

ARTICLE VII – SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE VIII - ACCESS TO RECORDS

The Firm agrees to full transparency for this project and will provide access of any records and documents associated with this contract to the City upon request. Such access to records shall include, but not be limited to invoices, payroll, receipts, timecards, etc. The City shall have access to such records during normal business hours and the Firm shall cooperate fully with any and all audits requested by the City.

ARTICLE XII - OTHER CONTRACT PROVISIONS

- A. Contract Period: It is anticipated that the contract would be in effect from September 1, 2015 through June 30, 2020.
- B. Renewal Options: The contract may be renewed through approval of the City Council. The city shall be the final authority in determining if a renewal proposal shall be accepted or if new proposals shall be requested.

- C. Status as Independent Contractor: The provider and his/her employees at all times shall be considered as independent contractors and not as city employees. The provider shall exercise all supervisory control and general control over all day-to-day operations, including control over all job duties, payment of all wages to employees and the right to hire, fire and discipline all employees. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the provider or his/her employees be entitled to any coverage under the city fringe benefit and pension programs.
- D. Time and progress: It is understood and agreed that TIME IS ESSENTIAL in respect to the work contemplated hereunder, particularly with regard to legal process time limits and deadline for filing court documents. The provider agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time and so as to address deadlines established by a court.
- E. Employees of the Service Provider: The provider shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by the provider. All employees must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any person employed by the provider, who in the opinion of the City Manager does not perform his/her work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Manager, shall, at the written request of the City Manager, be removed immediately from the contract and shall not be utilized again in any portion of the work without approval of the City Manager.
- F. Laws and Municipal Ordinances: The provider shall keep himself/herself fully informed of all laws, municipal ordinances and regulations in any manner affecting the City of Portage. This includes all existing laws, codes, ordinances, regulations, orders, and decrees. The provider shall advise the city regarding all changes in laws or regulations as to proper and appropriate action for lawful compliance of the city.
- G. Contract Administrator: The Deputy City Manager, or his designated representative, shall be the Contract Administrator. The administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.
- H. Periodic Status Report: The provider agrees to provide a basic breakdown of services provided not more often than monthly nor less frequently than quarterly. The purpose of this breakdown will be for allocation of funding and to establish the scope of services provided as a gauge for future contracts. The specifics of implementing this provision will be established by mutual agreement when the contract is awarded.
- I. Non-Discrimination The Firm agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

J. Notice of Termination: This agreement may be terminated by the City upon not less than 30 days written notice to the Firm. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination. Termination not the fault of the Firm shall not give rise to any claim against the City for damages or for compensation in addition to that provided under this contract. Such pay so made to the Firm shall be in full settlement for services rendered pursuant to this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

Witness:

FIRM

By: _____
Signature

Print Name and Title

CITY OF PORTAGE

By: _____
Laurence Shaffer, City Manager

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. If the firm is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Firm in the contract and that such corporate entity is a corporation
in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. I certify that the contract between the City of
Portage and _____, Inc. was validly executed on behalf of the
print or type name of corporation
corporation by _____ who was then the _____
print or type name print or type name of title
of said corporation and has the authority to bind the corporation to the contractual agreements
pursuant to the authority of its governing body and by-laws and is within the scope of its
corporate powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. If the Firm is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the
print or type name
limited liability company named as Firm in the contract and that such LLC is in good standing in
the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. I certify that the contract between the
City of Portage and _____ LLC was validly executed on
behalf
print or type name of LLC
of the LLC by _____ who was then a member of
said
print or type name
LLC and has the authority to bind the LLC to contractual agreements and that such contract is
within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

C. If the Firm is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
owner/partner of the company named as the Firm in the contract and that I have the authority to
bind _____, to contractual
agreements.

Print or type name of company/DBA

Dated: _____, 20____ By: _____
Its: _____

Notes to Certificate:

1. The full name and business address of the Firm must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Firm is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Firm is an individual, the trade name (if the Firm is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Firm, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Firm.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Firm.

CITY ATTORNEY SERVICES
TABULATION OF PROPOSALS

| <u>ATTORNEY/FIRM</u> | <u>FIVE-YEAR COST</u> | <u>PRINCIPALS/ASSIGNED STAFF</u> | <u>YEARS IN BUSINESS</u> | <u>EXPERINECE/REFERENCES</u> | <u>EXCEPTIONS TO RFP</u> |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Beebe Law Group PLLC 3700 E. Milham Ave., Suite A Portage, MI 49002 | 2015/16 - \$173,862.44 2016/17 - \$212,634.93 2017/18 - \$216,634.93 2018/19 - \$220,634.93 2019/20 - \$224,634.93 Five year Cost = \$1,048,402.16 | Amber Beebe, City Attorney & Project Supervisor Robert Cinabro, Assistant to City Attorney | 10 years | Amber Beebe: Negotiated business and real property acquisitions - work included advising client on legal issues, risk mitigation, employment practices, review of contracts, negotiation of property acquisitions. Private lawsuit involving local public school. Employment lawsuit - ADA, FMLA, and retaliation. Reviewed defense contract, found clause that allowed client to be released from contract. Robert Cinabro - Kalamazoo City Attorney 1988-2005; Chief Deputy City Attorney 1977-1988. | |
| Bauckham, Sparks, Lohrstorfer, Thall & Seeber, P.C. 458 West South Street Kalamazoo, MI 49007 | 2015/16 - \$162,500.00 2016/17 - \$195,000.00 2017/18 - \$195,000.00 2018/19 - \$195,000.00 2019/20 - \$195,000.00 Total Five Year Cost = \$942,500.00 | Catherine Kaufman Robert Thall | 100 Years | Comstock Township, Texas Township, Richland Township. Current practice is 95% dedicated to serving municipal entities. | Exceptions taken to termination clause, firm's insurance as primary and volunteers as insured, objection to indemnification. |
| David C. Moore, PLC 4341 S. Westnedge Ave., Suite 2210 Kalamazoo, MI 49001 | 2015/16 - \$168,833.34 2016/17 - \$200,200.00 2017/18 - \$200,200.00 2018/19 - \$200,200.00 2019/20 - \$200,200.00 Total Five Year Cost = \$969,633.34 | Kurt Richardson, Jr. Robert Kardatzke | 7 Years | St. Joseph County Prosecutor's Office | |
| <u>June 15, 2015 Proposal</u> Randall L. Brown & Associates, PLC 1662 East Centre Ave. Portage, MI 49002 | 2015/16 - \$188,106.67 2016/17 - \$225,728.00 2017/18 - \$225,728.00 2018/19 - \$225,728.00 2019/20 - \$225,728.00 Total Five Year Cost = \$1,091,018.67 | Randall Brown, City Attorney Charlie Bear, Assistant City Attorney | 23 Years | Randall Brown has continuously represented the City since August, 1984. Charles Bear has represented the City since July, 2001. | |

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Portage Road Engineering Services Contract - Tabulation of Proposals

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation and Utilities

ACTION RECOMMENDED: That City Council award an engineering services contract to Wightman & Associates, Incorporated, for Portage Road reconstruction (Romence Road Parkway to East Milham Avenue) in the amount not to exceed \$67,300 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The city's 2015 - 2016 Capital Improvement Program includes projects contained in the 2016 Kalamazoo Area Transportation Study Transportation Improvement Program (TIP). Street improvements in the TIP focus on preserving and restoring pavement conditions on major streets. Major street reconstruction projects are selected based on pavement condition, average daily traffic counts, federal aid eligibility, as well as potential development activities. Portage Road from Romence Road Parkway to East Milham Avenue is the major street project contained in the 2016 TIP. Improvements will include widening from four to five lanes from Ramona Avenue to approximately 500 feet north, necessary concrete gutter repair and sidewalk upgrades (to comply with the American With Disabilities Act) where needed. The project is scheduled for construction in 2016. The reconstruction will compliment recent road improvements completed in this area by Kenco Logistics.

The Portage Road project also includes design of a non-motorized trail along the east side of Portage Road from Romence Road Parkway to East Milham Avenue. One of the city's non-motorized components of the 2014 Comprehensive Plan includes a proposed connection of the trail system on Portage Road between East Milham Avenue and Romence Road Parkway. The trail route will utilize easements granted to the city by the Air Zoo and Kenco Logistics. Depending upon the estimated costs, the trail may or may not be part of the subsequent project to be bid by the Michigan Department of Transportation (MDOT).

Consultant proposals for the necessary project engineering services were received on August 4, 2015. Five consultants participated in the proposal process. Costs for design and inspection services ranged from \$59,490 to \$120,500. Selection of the engineering consultant is based upon the submitted cost, qualifications, experience and expected project hours.

While not the lowest cost of the proposals submitted, Wightman & Associates best fits the needs of the project and represents the best value. Wightman & Associates offers valuable expertise having recently completed the engineering of Portage Road from I-94 to East Milham Avenue and Portage Road from Romence Road Parkway to East Centre Avenue. Wightman & Associates is very

PORTAGE ROAD ENGINEERING SERVICES CONTRACT - TABULATION OF PROPOSALS

Page 2 of 2

experienced in federal aid procedures and both of their recently designed projects for the city have been completed on time, under budget and without any personal or property damage.

Despite the lowest cost proposal submission coming from Hurley & Stewart, LLC., this firm has only performed a limited number of projects for the city and its experience in design bidding and administering highway projects is still developing. Alternatively, Wightman & Associates proposes to use seasoned construction administrative personnel well acquainted with city procedures. City staff's prior experience with each firm on construction projects indicate that the \$7,810 difference in engineering fees will be recovered with a more efficient construction design, construction period and an expedited construction close-out process with MDOT.

Therefore, it is recommended that City Council accept the proposal submitted by Wightman & Associates, Incorporated, to provide engineering services for Portage Road reconstruction (Romence Road Parkway to East Milham Avenue) in the amount not to exceed \$67,300 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

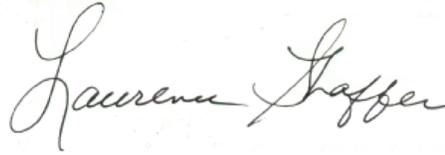
FUNDING: Funds in the amount of \$768,800 are budgeted in the 2015 – 2016 Capital Improvement Program Budget for this project.

Attachments: 1. Proposal Tabulation

| <u>FIRM</u> | <u>PROPOSAL</u> |
|----------------------------------------------------------------|-----------------|
| Hurley & Stewart, LLC 2800 S. 11th Street | \$59,490.00 |
| Wightman & Associates, Inc. 9835 Portage Rd. Portage, | \$67,300.00 |
| Paradigm Design, Inc. 550 3 Mile Rd. NW, Suite B Grand | \$73,500.00 |
| Abonmarche Consultants, Inc. 94 W. Main Street Benton | \$77,055.00 |
| Jones & Henry Engineers, Ltd. 4791 Campus Dr. Kalamazoo, | \$120,500.00 |

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: East Osterhout Avenue Reconstruction - Tabulation of Proposals

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation and Utilities

ACTION RECOMMENDED: That City Council award an engineering services contract to Abonmarche Consultants, Incorporated, of Benton Harbor, Michigan, for the East Osterhout Avenue (South Westnedge Avenue to Portage Road) street reconstruction project in an amount not to exceed \$62,905 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The city's 2015 – 2016 Capital Improvement Program includes the reconstruction of East Osterhout Avenue from South Westnedge Avenue to Portage Road. In addition to the road reconstruction on East Osterhout Avenue, enhancements will also include localized storm drainage, necessary curb and gutter or paved shoulder replacement/repair, and lawn restoration as appropriate. This project will be designed to include “complete street” enhancements including widened bike lanes as part of the “Natural Place to Move” initiative.

The city received consultant proposals for the necessary project engineering services on August 11, 2015. Six consultants participated in the proposal process. Costs for design and inspection services ranged from \$62,905 to \$89,050. Selection of the engineering consultant is based upon the submitted cost, qualifications, experience and expected project hours.

The firm of Abonmarche Consultants, Incorporated, submitted the lowest cost proposal. The engineering firm has successfully performed similar projects for the city and most recently completed the South Westnedge Avenue (Mall Drive to Dawnlee Avenue) Reconstruction Project. The proposed cost of \$62,905 submitted by Abonmarche Consultants, Incorporated, is favorable for a project of this size and represents the best value for the city.

Therefore, it is recommended that City Council award an engineering services contract to Abonmarche Consultants, Incorporated, to provide engineering services for the East Osterhout Avenue (South Westnedge Avenue to Portage Road) street reconstruction in an amount not to exceed \$62,905 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds in the amount of \$726,000 are budgeted in the 2015-2016 Capital Improvement Budget for this project.

EAST OSTERHOUT AVENUE RECONSTRUCTION - TABULATION OF PROSPOSALS

Page 2 of 2

Attachments: 1. Bid Tabulation

TABULATION OF PROPOSALS
EAST OSTERHOUT AVENUE RECONSTRUCTION

| <u>FIRM</u> | <u>PROPOSAL</u> |
|--------------------------------------------------------------------------------|-----------------|
| Abonmarche Consultants, Inc. 95 West Main Street Benton Harbor, MI 49022 | \$62,905.00 |
| Hurley & Stewart, LLC 2800 S. 11th Street Kalamazoo, MI 49009 | \$71,940.00 |
| OMM Engineering, Inc. 1680 East Paris Ave. SE Grand Rapids, MI 49546 | \$77,810.00 |
| Jones & Henry Engineers, Ltd. 4791 Campus Dr. Kalamazoo, MI 49008 | \$77,905.00 |
| Wightman & Associates, Inc. 9835 Portage Rd. Portage, MI 49002 | \$83,096.00 |
| Paradigm Design, Inc. 550 3 Mile Rd. NW, Suite B Grand Rapids, MI 49544 | \$89,050.00 |

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Engineering Services Contract for Zylman Lift Station - Tabulation of Proposals

SUPPORTING PERSONNEL: W. Christopher Barnes, Director of Transportation and Utilities

ACTION RECOMMENDED: That City Council award an engineering services contract for the Zylman Lift Station Renovations to Jones & Henry Engineers, Ltd., in the amount not to exceed \$48,885 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2015-2016 Capital Improvement Program includes funds for the renovation and upgrading of the Zylman Avenue Lift Station. The project includes replacement of control panels, pumps, wet wells, additional site landscaping and a preemptive investigation of deficiencies that may exist in other city sanitary sewer lift stations.

Consultant proposals for engineering design and inspection services needed to implement the project were received from five consultants. After carefully reviewing the proposals submitted, it was determined that the low cost proposal from Jones & Henry Engineers, Ltd., best fits the project requirements. Jones & Henry Engineers staff have completed several similar projects for the city and have performed in an excellent manner. If awarded, design will be completed in order to begin construction in the spring of 2016.

Therefore, it is recommended that City Council award an engineering services contract to Jones & Henry Engineers, Ltd., to provide complete engineering services for the Zylman Avenue Lift Station Renovations in the amount not to exceed \$48,885 and authorize the City Manager to execute all documents related to the contract.

FUNDING: Funds in the amount of \$400,000 are budgeted in the 2015-2016 Capital Improvement Budget for the Zylman Lift Station Renovations.

Attachments: 1. Tabulation of Proposals

TABULATION OF PROPOSALS
ZYLMAN AVENUE LIFT STATION RENOVATION

| <u>FIRM</u> | <u>TOTAL</u> |
|--------------------------------------------------------------------------------|--------------|
| Jones & Henry Engieners, Ltd. 4791 Campus Drive Kalamazoo, MI 49008 | \$48,885.00 |
| Wightman & Associates, Inc. 9835 Portage Rd. Portage, MI 49002 | \$54,900.00 |
| Abonmarche Consultants, Inc. 95 W. Main Street Benton Harbor, MI 49022 | \$57,600.00 |
| OMM Engineering, Inc. 1680 East Paris SE, Suite 1 Grand Rapids, MI 49546 | \$67,577.00 |
| DLZ Michigan, Inc. 535 S. Burdick Street, Suite 248 Kalamazoo, MI 49007 | \$93,500.00 |



MATERIALS TRANSMITTED

Friday, August 07, 2015

1. Communication from the City Manager regarding a Citizen Compliment – Information Only.
2. July 28, 2015 Letter from the City Manager to M.C. Weiner Company – Information Only.
3. Communication from the City Manager regarding the Fire Division Accreditation Final Report – Information Only.

A handwritten signature in cursive script that reads "Laurence Shaffer". The signature is written in black ink and is positioned above a horizontal line.

Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Citizen Compliment – Information Only

SUPPORTING PERSONNEL: Richard White, Director of Public Safety – Police/Fire Chief

The attached note was sent to the Public Safety Department from the family of Rachel Drafta, the young woman fatally shot by Theresa Petto on June 24, 2015. Despite the grim situation, positive feedback is always welcome and appreciated. I thought Council would like to read the Draftas' kind words.

Our thoughts and support continues for the Drafta family during this difficult time.

Attachments: July 22, 2015 Letter from Drafta family

We never expected to be in this situation but we appreciate your help in making the burden easier to bear.

Thank you for all that you've done and continue to do.

In Christ's Love,

The Diaceta Family

Garry Buehler

Bill Duff

Jessie Dreyfus

Bob Dreyfus

To the Pezago Police Department, especially Officer Taffee and Officer Blue, we wanted to say thank you for all of your help in serving the

Diaceta family following Rachel's injury and death. From the rapid response to the support you've shown in the days following, we are so thankful to be served and protected by men and women who show empathy and respect for their community and the people that live in it.

Thank you for your support during the funeral and having people help direct traffic. We are also thankful for Detectives Kanan & Michelle for all of their help & work on Rachel's behalf.

July 28, 2015

Mr. Joshua Weiner
M.C. Weiner Company
700 Mall Drive
Portage, MI 49024

SUBJECT: Martin Luther King Drive

Dear Mr. Weiner: 

With the goal of significantly improving public safety and creating beauty and value for the citizens and visitors to Portage, the following outlines the activities that the city envisions necessary to address our individual goals for Martin Luther King Drive.

Respective staffs have met to discuss the requirements for converting Martin Luther King (MLK) Drive from a private street to a public street. Our records indicate MLK Drive was originally constructed in the mid 1980's and was linked via connection to Harvard Drive (now Constitution Boulevard) several years later. Obviously, design, construction and development standards have changed over the years and many of today's street standards were not established in the 1980's. With that fact in mind, city staff has considered the process in which MLK Drive could be accepted as a public right-of-way and street. The issues are defined below:

Street Pavement

Based upon the soils report dated July 7, 2015 by Soils & Materials Engineers, Inc., city staff support the concept of pavement pulverizing from boring B-3 to Ring Road and pavement replacement to subgrade from Constitution Boulevard to boring B-3. Pavement replacement shall consist of 8-inch Aggregate, 4-inch HMA and 12-inch sub-base.

Storm Drainage

City staff support using the existing infiltration system with the caveat that all leaching basins be relocated out of the existing roadway. Several new leaching basins will likely be required at Ring Road to prevent run-off from entering the Crossroads Mall property. Existing leaching basins within the roadway will need to be sealed from further infiltrating the existing soils and a concrete bottom poured in each of the structures. All stormwater will be piped to leaching basins outside the roadway.

Fire Protection:

International Fire Code standards will require fire hydrants be installed along the public street at 300-foot intervals. It appears from the location of the existing hydrants adjacent to MLK Drive, that these fire hydrant extensions can be made from the existing water main adjacent to MLK Drive. City staff estimate that four fire hydrants will be required.

Curb and Gutter

Based upon visual inspection, city staff supports retaining the existing concrete curb and gutter with the caveat that areas of sunken, broken or damaged curb be repaired. Staff estimate approximately 25 percent of the existing curb requires replacement. Curb and gutter on MLK Drive approaches will need to be installed at each private driveway.

Sidewalks

The existing sidewalk along the north side of MLK Drive is satisfactory but will require the installation of barrier free access at the public street intersections. The existing retaining wall that overhangs the sidewalk will need to be removed and replaced with a suitable retaining wall, such as the red stone walls used elsewhere in the city.

The sidewalk along the south side of MLK Drive owned by Celebration Cinema will remain private infrastructure. Sidewalk on the south side from Constitution Boulevard to the Celebration Cinema parking lot will be required as part of the project.

Street Lighting

As you may know, Consumers Energy provides municipal street lighting for the city. There are no street lights on MLK Drive, and in order to meet current city standards, six street lights would need to be installed. City staff estimates the total cost of these to be \$6,000.

Street Trees

There are no existing trees along the north side of MLK Drive. To be consistent with the current street standards, street trees will be required as part of the project. City staff estimates approximately 15 trees on the north side between the existing sidewalk and MLK Drive, as well as approximately 10 trees on the south side adjacent to proposed sidewalk west of Celebration Cinema.

Right-of-way

The land comprising MLK Drive is generally addressed as 6601 Constitution Boulevard and most areas have a width of approximately 36 feet. Land areas north and south of the existing pavement are all contained in separate parcels addressed as 6500 Ring Road, 700 Martin Luther King Drive, and 6600 Ring Road.

In order for the city to accept the right-of-way, a division of 6601 Constitution Boulevard will be required and the parcels to the north and south of MLK Drive will be resulting, new parcels subsequent to the land division. The resulting parcels and MLK Drive must be properly described and recorded with the Kalamazoo County Register of Deeds. Title Guarantee and authority to execute documents must also be provided. These are requirements of Michigan Act 51 necessary for the city to receive gas tax funds for street maintenance.

In order to provide adequate pedestrian facilities and consistent liability, the sidewalk and associated parkway areas will need to be conveyed to the city either in fee or as easements. In addition, cross access and drainage agreements with the owner of Crossroads Mall will need to be prepared.

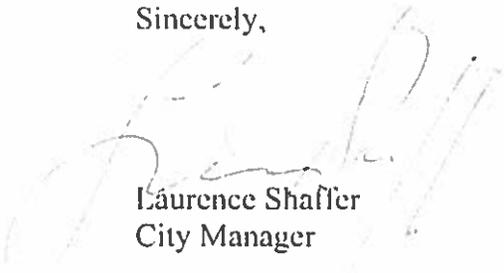
Finally, variances from the public road standards that cannot be met concurrent with the road repair/reconstruction will have to be reviewed and approved by the City Council. Staff is consulting with the City Attorney to determine the process for this review and approval and additional information in regard to this matter will be forthcoming.

The City Administration is supportive of transferring MLK Drive from private to public ownership. It is understood that making this transition on an existing street can be complicated and not without cost. The City Administration has reviewed the current development standards and made reasonable modifications to facilitate an ownership transfer. However, if MLK Drive is transferred to public ownership, the city will provide all future maintenance, public sidewalk, parkway areas and storm drainage of the roadway.

Given that the street has been named for an American icon whose contribution to American values and culture are beyond question, it would be great to discuss a monument that might be dedicated to Dr. Martin Luther King, Jr. proximate to the road.

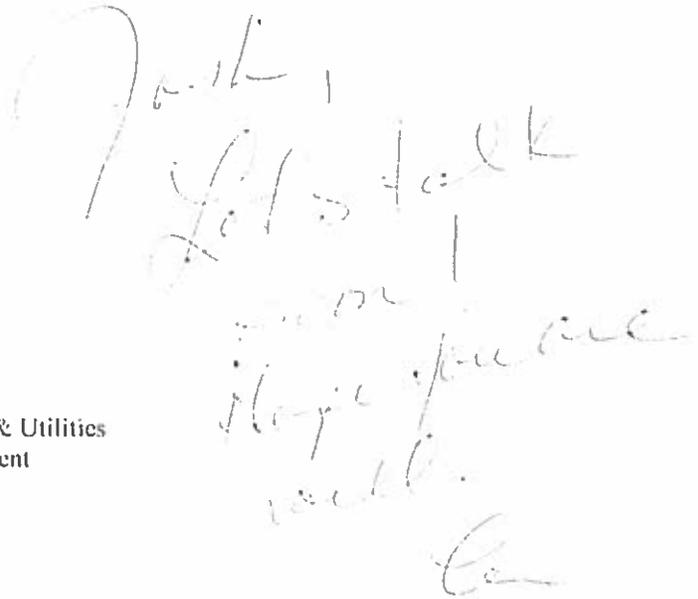
If you should have any questions regarding the above information or this matter in general, please contact me at 329-4400 or by email at shafferl@portagemi.gov.

Sincerely,



Laurence Shaffer
City Manager

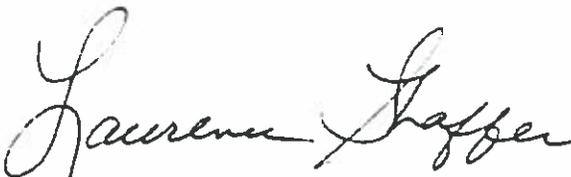
c: Portage City Council
W. Christopher Barnes, Director of Transportation & Utilities
Vicki Georgeau, Director of Community Development



Josh,
Let's talk
soon!
Hope you are
well.
L

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Fire Division Accreditation Final Report – Information Only

SUPPORTING PERSONNEL: Richard J. White, Public Safety Director – Police/Fire Chief
John Podgorski, Senior Deputy Fire Chief

Attached is the Commission on Fire Accreditation's (CFAI) final accreditation report dated August 4, 2015 for the recent review of the Department of Public Safety – Fire Division. This report is offered as information in follow-up to the June 23, 2015 Committee of the Whole meeting in which the Fire Accreditation process was reviewed, identifying the capabilities of the City of Portage as compared to the national standards.

Please feel free to contact my office with any questions and a job well done to the Fire Division personnel.

Attachments: August 4, 2015 CFAI Final Accreditation Report (w/out attachment)