

7:30 p.m. Call to Order.

Invocation:

1. Pastor Chad Wells of the First Baptist Church of Portage.

Pledge of Allegiance.

Roll Call.

Proclamation:

1. Humphrey Products Company Proclamation.

A. Approval of the City Council Meeting Minutes.

Approval of the Regular Meeting Minutes of August 25, 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 September 8, 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 adopt the:

1. Resolution Authorizing Refunding of the City of Portage Capital Improvement Refunding Bonds, Series 2007, and
2. Resolution Approving the Undertaking to Provide Continuing Disclosure by the City of Portage for the Capital Improvement Bonds, Series 2015C.

\* 2. Communication from the City Manager recommending that City Council award a contract to:

1. Compass Minerals America, Inc. in the low bid amount of \$62.59 per ton for 2,800 tons of ice control salt at a total cost not to exceed \$175,252 for early delivery;
2. Compass Minerals America, Inc. in the low bid amount of \$64.50 per ton for 1,500 tons of ice control salt at a total cost not to exceed \$96,750 for seasonal back up on an as-needed basis; and

authorize the City Manager to execute all documents related to these purchases on behalf of the city.

\* 3. Communication from the City Manager recommending that City Council approve the extension of the AT&T Master Contract Agreement for the continuation of telecommunication services through October 2017 in the annual amount of approximately \$59,000 and authorize the City Manager to execute all related documents.

\* 4. Communication from the City Manager recommending that City Council grant the request for a New Resort A-Hotel Liquor License from TMI Hospitality at 500 Trade Centre Way (Portage Homewood Suites).

\* 5. Communication from the City Manager recommending that City Council set a Special Meeting on Tuesday, October 6, 2015, beginning at 5:15 p.m., to interview Board and Commission applicants.

G. Communications:

H. Unfinished Business:

\* I. Minutes of Boards and Commissions Meetings:

1. Portage Historic District Commission of August 5 and August 14, 2015.

- 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 Paradigm Design, Incorporated, for the reconstruction of Constitution Boulevard (Romence Road to West Milham Avenue), South Westnedge Avenue (Shaver Road to East Centre Avenue) and East Centre Avenue (Shaver Road to South Westnedge Avenue) in the amount not to exceed \$87,950 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. Wednesday, September 9, 7:00 p.m., Environmental Board, City Hall Room No. 1.
    - b. Monday, September 14, 6:30 p.m., Youth Advisory Committee, City Hall Room No. 1.
    - c. Monday, September 14, 7:00 p.m., Zoning Board of Appeals, Council Chambers.
    - d. Wednesday, September 16, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
    - e. Wednesday, September 16, 7:00 p.m. Public Open House regarding Single Stream Recycling, Council Chambers.
    - f. Thursday, September 17, 7:00 p.m., Portage District Library Board, Portage District Library.
    - g. Thursday, September 17, 7:00 p.m., Planning Commission, Council Chambers.
- N. Materials Transmitted.
  - 1. Materials Transmitted of August 21 and 25, 2015.

Adjournment.

## HUMPHREY PRODUCTS COMPANY PROCLAMATION

- WHEREAS,** Humphrey Products Company is known for innovation and commitment to the development of the most efficient products possible now and in the future; and
- WHEREAS,** Humphrey Products believes it is important for manufacturers and leaders to showcase the great manufacturing opportunities available in the Kalamazoo area and across the state; and
- WHEREAS,** Humphrey Products is committed to the people who make their products as well as the preparation of the newer generations of skilled workers for the manufacturing industry; and
- WHEREAS,** Humphrey Products was directly involved in obtaining the necessary funding for the Kalamazoo Science, Technology, Engineering and Math (STEM) initiative where 500 students from Portage Central and Schoolcraft middle schools and Vicksburg High School are developing their abilities to generate and translate ideas into innovative products and services; and
- WHEREAS,** since 2011, Humphrey Products has been involved in the Advanced Manufacturing Career Consortium where more than 70 southwestern Michigan manufacturers and organizations meet to develop strategies to train and recruit motivated candidates.
- WHEREAS,** Humphrey Products Company received the 2014 Medical Design Excellence Award as a “supplier to a winner” for the design of the pneumatic controls portion of the Isolibrium Support Surface for Stryker Medical.

**NOW, THEREFORE,** I, Peter Strazdas, Mayor of the City of Portage, do hereby recognize Humphrey Products Company as a leader and an advocate of manufacturing in the truest sense of the word from industry partnership to the development of employees and the leadership required to accomplish real change and congratulate them for receiving the 2015 Manufacturer of the Year Award from the Michigan Manufacturers Association.

Signed this 8<sup>th</sup> day of September 2015

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Peter Strazdas, Mayor

# CITY COUNCIL MEETING SUMMARY

August 25, 2015

## PROCLAMATION

- ◆ Mayor Strazdas issued a Certificate of Recognition Honoring Max Newsome and Alex Hufford.

## ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of August 25, 2015, as presented.

## REPORTS FROM THE ADMINISTRATION

- ◆ Authorized 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 authorized the City Manager to execute all documents related to these purchases on behalf of the city.
- ◆ Approved 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 authorized the City Manager to execute all documents related to this action on behalf of the city.
- ◆ Approved Contract 15-5154 between the Michigan Department of Transportation and the City of Portage for a shared use sewer agreement along Trade Centre Way; adopted a Resolution authorizing the City Manager to sign Contract 15-5154; and authorized the City Manager to sign all other documents related to this matter on behalf of the city.
- ◆ Adopted the Resolution to obligate funds and commit responsibility for maintenance of the planned South Central Bikeway non-motorized trail in perpetuity and authorized the City Manager to sign all other documents related to this matter on behalf of the city.
- ◆ Received the report from the Local Officers Compensation Commission.
- ◆ Received the communication from the City Manager regarding the July 2015 Environmental Activity Report as information only.
- ◆ Received the Department Monthly Reports from the various City Departments.

## COMMUNICATION

- ◆ Appointed Mayor Strazdas, Mayor Pro Tem Pearson and Councilmember Ford to the City Manager Salary Review / Evaluation Committee, and authorized the Committee to convene the City Manager Salary Review / Evaluation Committee and requested a recommendation as to compensation for Fiscal Year 2015-2016.

## COUNCIL COMMITTEE REPORTS

- ◆ Received an update from Mayor Pro Tem Pearson regarding the Central County Dispatch Authority.
- ◆ Received an update from Mayor Pro Tem Pearson and Councilmember Urban regarding the Central County Transportation Authority.
- ◆ Received a report from Councilmember Ford regarding the Environmental Health and Advisory Council.

## UNFINISHED BUSINESS

- ◆ Consistent with Section 6.2 of the City Charter, appointed Randall L. Brown as the City Attorney, effective September 1, 2015, and authorized 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.

## BID TABULATION

- ◆ Awarded 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 authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Awarded 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 authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Awarded an engineering services contract for the Zylman Lift Station Renovations to Jones & Henry Engineers, Ltd., in the amount not to exceed \$48,885 and authorized the City Manager to execute all documents related to the contract on behalf of the city.

## STATEMENTS OF CITY COUNCIL CANDIDATE

- ◆ Tim Earl, 6862 Shallowford Way, spoke as a candidate for City Council which will be determined at the November 3, 2015 City Election and recounted some of the efforts he would take if elected Councilmember.

### STATEMENTS OF CITIZENS

- ◆ Jim Stephanak, 10725 Cora Drive, and owner of Paint Recycling Services, thanked Mayor Strazdas, City Council, City Manager Shaffer and Public Services Director Rod Russell for the opportunity to have the paint recycling event on Saturday. He explained that residents turned in 2,250 gallons of paint, or 26 tons of paint that was kept out of the landfill.
- ◆ Betty Lee Ongley, 8620 Tozer Court, indicated that August 26<sup>th</sup> celebrates the Nineteenth Amendment (Amendment XIX) to the United States Constitution, ratified August 18, 1920, which prohibits any United States citizen from being denied the right to vote on the basis of sex, giving women the right to vote for the first time in the United States. Discussion followed.
- ◆ County Commissioner Larry Provancher, 7414 Starbrook Street, spoke about “Welcome Michigan” involving eight cities, counties and townships, which is based upon treating native born and foreign born people with dignity and respect and explained that the program is for businesses, industries, non-profit organizations and, also.

### STATEMENTS OF CITY COUNCIL AND CITY MANAGER

- ◆ Councilmember Ford asked City Manager Shaffer if staff likes the electronic agenda software, and he responded that there are a few experts on the SuiteOne software that was chosen and staff is in the learning stages or “valley of despair” with the promise of coming out of the valley when proficiency is attained. He indicated once the kinks are worked out, the resultant productivity and transparency should prove terrific and explained. Councilmember Ford encouraged everyone to return their postcards or go to [www.portage.gov](http://www.portage.gov)>Departments>Public Services>Curbside Recycling Program to chose a bin provided for single stream recycling.
- ◆ Councilmember Randall thanked Jim Stephanak and Rod Russell for a successful paint recycling event on Saturday and reviewed the activity. She also spoke favorably about the Senior health Expo held at St. Catherine’s Catholic Church and spoke highly of the efforts of Senior Citizen Services Manager Kim Phillips. She reminded everyone to be careful with children walking, running, riding bicycles or getting on buses with school starting in two weeks.
- ◆ Councilmember Urban said he was looking forward to the next five years working with Mr. Brown in his capacity as City Attorney and reflected his appreciation for the past 30 years working with him in their respective capacities with the City.
- ◆ Councilmember Reid thanked and recognized Kendall Klingelsmith and his staff, along with Chris Barnes and his staff, for soliciting the \$243,000 of State and Federal Funds from Transportation Alternatives Program Funds that will be used for the South Central Portage Bikeway. She also highlighted the walk and ride trails on each side of Portage Road from Romence Road Parkway to East Milham Avenue that is in alignment with the Complete Streets Policy passed on August 11, 2015. She cited the six cite reviews for commercial and industrial development listed in the July 2015 Environmental Activity Report.
- ◆ City Manager Shaffer expressed appreciation to City Council for recognizing the innovative, creative and energetic city staff for their endeavors and the service they put forth.
- ◆ Mayor Pro Tem Pearson congratulated City Attorney Randy Brown for being appointed for five more years. He also commented on the reactivation of the City Manager Salary Review / Evaluation Committee and complimented Mr. Shaffer for all he has accomplished in the short time he has “been on the job.” Finally, he reminded everyone that the 2025 Visioning Renewal Event is set for Saturday October 3, 2015, from 9 a.m. until 2 p.m. and encouraged all citizens to attend.
- ◆ Mayor Strazdas reached out, congratulated City Attorney Randy Brown for the renewal of his five-year contract and indicated he was looking forward to his legal advice. He concurred with Mayor Pro Tem Pearson of the importance of the 2025 Visioning Renewal Event and thanked Former Mayor Betty Lee Ongley, who invited him to assist with the first visioning process of Portage. He reviewed the Portage road projects that continue to be improved despite the difficulties faced by other governmental entities in this respect and he assured everyone that the City investments are very conservative and basically untouched by any market setbacks.

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**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 25, 2015

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

At the request of Mayor Strazdas, Councilmember Urban gave an invocation, and City Council and the audience recited the Pledge of Allegiance.

At the request of Mayor Strazdas, 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.

**PROCLAMATION:** Mayor Strazdas, City Council and City Manager Laurence Shaffer issued a Certificate of Recognition Honoring Max Newsome and Alex Hufford for their successful completion of a 1,000 mile bicycle ride a “4 Great Lakes, 1 Great Cause” in an effort to raise \$6,000 for a fresh water well in Poipet, Cambodia, being built by the organization, “Activewater.”

**APPROVAL OF MINUTES:** Motion by Reid, seconded by Ansari, to approve the Regular Meeting Minutes of August 11, 2015, as presented. Upon a voice vote, motion carried 7 to 0.

\* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Randall to read the Consent Agenda. Councilmember Randall asked that Item H.1, Selection of City Attorney – Authorization to Execute Contract, be removed from the Consent Agenda. Motion by Urban, seconded by Reid, 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 25, 2015:** Motion by Urban, seconded by Reid, to approve the Accounts Payable Register of August 25, 2015. Upon a roll call vote, motion carried 7 to 0.

### REPORTS FROM THE ADMINISTRATION:

\* **VEHICLE PURCHASE RECOMMENDATION:** Motion by Urban, seconded by Reid, to 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. Upon a roll call vote, motion carried 7 to 0.

\* **PURCHASE STREET CRACK SEALING MATERIAL:** Motion by Urban, seconded by Reid, to 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. Upon a roll call vote, motion carried 7 to 0.

\* **TRADE CENTRE WAY SHARED SEWER AGREEMENT:** Motion by Urban, seconded by Reid, to 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, authorize the City Manager to sign all other documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

\* **SOUTH CENTRAL BIKEWAY TRAIL RESOLUTION:** Motion by Urban, seconded by Reid, to adopt 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. Upon a roll call vote, motion carried 7 to 0.

\* **LOCAL OFFICERS COMPENSATION COMMISSION REPORT:** Motion by Urban, seconded by Reid, to receive the report from the Local Officers Compensation Commission. Upon a roll call vote, motion carried 7 to 0.

\* **JULY 2015 SUMMARY ENVIRONMENTAL ACTIVITY REPORT:** Motion by Urban, seconded by Reid, to receive the July 2015 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 7 to 0.

\* **DEPARTMENTAL MONTHLY REPORTS:** Motion by Urban, seconded by Reid, to receive the Departmental Monthly Reports from the various departments. Upon a roll call vote, motion carried 7 to 0.

#### **COMMUNICATION:**

**CITY MANAGER SALARY REVIEW / EVALUATION COMMITTEE:** Mayor Strazdas introduced this item and explained the process as it has been performed in the past, including his recommendation for re-appointment on the Committee and the option of going into a closed session. Motion by Ansari, seconded by Ford, to appoint Mayor Strazdas, 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. Upon a roll call vote, motion carried 7 to 0.

#### **UNFINISHED BUSINESS:**

**SELECTION OF CITY ATTORNEY – AUTHORIZATION TO EXECUTE CONTRACT:** Councilmember Randall stressed that this is the first time she has asked that an item be removed from the Consent Agenda in the six years she has served as a Councilmember. She referred to the spreadsheet that provided a tabulation of the Request for Proposals for Legal Services and indicated that Randall L. Brown & Associates, PLC, was not the low bid as Bauckham, Sparks, Lohrstofer, Thall & Seeber had the low bid and had 100 years of experience with 95% of the practice dedicated to municipal entities, so she concluded that the firm specializes in this type of law. She compared the rates of the two firms and indicated that there is a difference of \$30,728 per year between the two firms which results in \$153,640 over five years, or a difference of 16%. She expressed her admiration for City Council scrutiny of the numbers being paid for items as reflected in the Agenda Packets, but mentioned her confusion owing to an item removed from Consent Agenda at the last Regular Meeting regarding the hiring of traffic signal and roadway improvements that had a differential of 2.5%, or \$1,860. She asked the question, “If this rate is high today, and it has been the same rate for the past fifteen years, how much have we paid a premium for these services?” She indicated that she would be voting “No” for three reasons: a true and competitive bid was never sought, the Request for Proposals (RFP) Process was flawed, only six firms were asked to submit a proposal, and the last time the contract was sent out to bid was 1997, eighteen years ago; the bid administration is requesting Council to accept a 16% higher than the next best bid - she would rather see that the savings go directly to benefiting the citizens; and, if

historical knowledge is the primary reason for going with Brown & Associates, then there is zero succession planning and explained that local attorneys or legal firms have not been allowed to offer legal services to the City in over three decades.

Councilmember Reid agreed that the process is flawed primarily because Mr. Brown was asked to provide a proposal, which he did, and he provided a number; subsequently, other firms were asked to submit a proposal, so they knew what his number was and it is not surprising that all of their numbers were less. She emphasized that that is a flawed process and indicated that none of the numbers should be considered with any validity owing to the firms having Mr. Brown's amount ahead of time. She also pointed out that this was not a bid process and explained that Council has no information on these firms, the numbers are flawed, so Council should consider the proposal presented by Randall L. Brown & Associates and the history of the services to the City that he has submitted.

Mayor Strazdas indicated that the proposal submitted by Bauckham, Sparks, Lohrstofer, Thall & Seeber, took exceptions and objections to the specifications and asked if the amount would be larger if the firm had not taken exceptions or objections to the specifications.

City Manager Larry Shaffer responded that Bauckham, Sparks, Lohrstofer, Thall & Seeber, took exception to the termination clause and the reason that the termination clause is important because the appointment of a City Attorney also requires a contract with the firm with which the City Attorney is engaged. He indicated that should City Council decide to terminate the contract, the relationship with the City Attorney and the firm has to be untangled immediately, so the termination language is absolutely essential in order to maintain the relationship anticipated by the *City Charter*, and it is difficult to place a price tag on it. Secondly, he indicated that the City insurance requirements are standard and have been applied to Mr. Brown and any and all City contracts. He noted that the City is not going to be able to enter into an agreement with an entity if that entity cannot meet these insurance standards, and mentioned that there is an incremental cost associated with meeting these indemnification standards, but said he did not have that figure before him at this time. Lastly, he indicated that there were some issues associated with volunteers and how they were involved and, even those details presumably could have been worked out in a contract situation, it would not be fair not to reference that those were listed in the response from Bauckham, Sparks, Lohrstofer, Thall & Seeber.

Mayor Strazdas wanted to be sure to let the public know that the low bidder made all sorts of exceptions when none of the other participants took exceptions.

Councilmember Ansari spoke in support of Mr. Brown and admired him for his outstanding performance, mentioned that it is difficult to assign a number to institutional knowledge, noted the RFP flaw mentioned by Councilmember Reid, who indicated that none of the numbers should be considered with any validity owing to the firms having Mr. Brown's amount ahead of time.

Consistent with Section 6.2 of the City Charter, motion by Urban, seconded by Reid, to 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.

Councilmember Ford indicated that as stewards of City funds, he agreed to the process two months ago to make sure the spending was wise. He pointed out that the process as proposed was more formal than anticipated which lends credence to the accuracy of the amounts proposed. He noted that each firm had low amounts for the first year, then all showed an increase, and Councilmember Randall indicated that it was because the first year was not a full year. He rationalized that because City Council spends very little time with Mr. Brown, and the Administration spends a lot of time with him and recommends him, he agrees with the Administration recommendation.

Mayor Strazdas indicated that he has had the opportunity to work with lots of legal counsel in his capacity as a volunteer and as Associate Vice President of Facilities Management at Western Michigan University, and has always taken great pride in Mr. Brown and the level of professionalism he has offered Council in the many years he has served as he has kept the City out of trouble, has provided sage advice; he has given advice sometimes Council did not want to hear but needed to hear; and he has given Council advice that was necessary. He expressed a concern with the low proposal with exceptions

as that alone is a reason to disqualify the proposal. He asked that the practice of revealing the number in a proposal never happen again since seeking a number as part of a proposal or bid needs to be sought using an open, public, transparent method. When seeking professional services, he indicated that one should never consider a bid or proposal on the basis of low bid or amount. Discussion followed.

Mayor Pro Tem Pearson concurred that Council does want to be transparent with regard to contracts, and this contract has not been bid for thirty years, so he applauded the effort to do this. He concurred with the number flaw mentioned by Councilmember Reid and with Councilmember Randall that Council looks for the best value for the citizens. He agreed with Councilmember Ansari that institutional memory is important. He expressed his appreciation that Mr. Brown was always able to answer his questions when he served on the Planning Commission or as a Councilmember with an example from the past.

## **COUNCIL COMMITTEE REPORTS:**

**CENTRAL COUNTY DISPATCH AUTHORITY:** Mayor Pro Tem Pearson provided an update regarding the Central County Dispatch Authority (CCDA) and indicated that he is Chair of the Committee that reviewed eighteen applications for Executive Director received on August 13, 2015, who unanimously narrowed the field down to five candidates for interview during the second week of September with the full CCDA. He deferred to Councilmember Reid, who is on the Finance Committee, reported that the Finance Committee was charged to arrange for initial attorney and accounting assistance and the Committee has not met since the CCDA last took action on this.

Motion by Ford, seconded by Ansari, to receive the update from Mayor Pro Tem Pearson regarding the Central County Dispatch Authority. Upon a voice vote, motion carried 7 to 0.

**CENTRAL COUNTY TRANSIT AUTHORITY:** Mayor Pro Tem Pearson and Councilmember Urban provided an update regarding the Central County Transit Authority (CCTA) which met on August 17 and 24, but no decisions were made. Mayor Pro Tem Pearson conveyed that the members of the Authority are still catching up on the tutorials on contracts, the buses, anticipated needs, etc., provided by Executive Director Sean McBride. He said it will probably take a year to have the final execution of the transfer of assets and liabilities from the Kalamazoo County Transit Authority (KCTA) to the CCTA. He reiterated that the minutes will eventually be available on the website, and that he and Councilmember Urban would bring any important decisions to City Council as they arise.

Councilmember Urban indicated that they do expect the agreement that transfers the fleet assets and the physical assets from the City of Kalamazoo to CCTA and provide CCTA “grant recipient status” will be approved by the end of the year and will take another year to actually execute and explained. He mentioned that it is proposed that the metro offices, the garage, the two parking lots and the Transit Center be retained by the City of Kalamazoo with a long-term lease for one dollar to the CCTA. He attempted to list and describe other issues that need to be resolved in the areas of union contracts, benefits and capital acquisition plans, Sean McBride’s employment agreement, etc. He described the process as the first example, and a very valuable example, of inter jurisdictional cooperation in the County. Motion by Ford, seconded by Ansari, to receive the report from Mayor Pro Tem Pearson and Councilmember Urban regarding the Central County Transit Authority (CCTA). Upon a voice vote, motion carried 7 to 0.

**ENVIRONMENTAL HEALTH AND ADVISORY COUNCIL:** Councilmember Ford provided an update regarding the Environmental Health and Advisory Council recommending a Groundwater Restriction Zone (GRZ) on KL Avenue, Oshtemo Township, at the request of the Kalamazoo County Commission. He said that the landfill was capped on top, but did not have a bladder on the bottom. As nearly all residences within the proposed GRZ have been hooked up to municipal water and their private drinking water supply wells abandoned or disconnected from their domestic supply, the remaining residents who wish to continue to use their wells must apply to the Department of

Environmental Quality (DEQ) for a permit. Motion by Reid, seconded by Ansari, to receive the report from Councilmember Ford regarding the Environmental Health and Advisory Council. Upon a voice vote, motion carried 7 to 0.

#### **BID TABULATIONS:**

\* **PORTAGE ROAD ENGINEERING SERVICES CONTRACT – TABULATION OF PROPOSALS:** Motion by Urban, seconded by Reid, to 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. Upon a roll call vote, motion carried 7 to 0.

\* **EAST OSTERHOUT AVENUE RECONSTRUCTION – TABULATION OF PROPOSALS:** Motion by Urban, seconded by Reid, to 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. Upon a roll call vote, motion carried 7 to 0.

\* **ENGINEERING SERVICES CONTRACT FOR THE ZYLMAN LIFT STATION – TABULATION OF PROPOSALS:** Motion by Urban, seconded by Reid, to 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. Upon a roll call vote, motion carried 7 to 0.

#### **OTHER CITY MATTERS:**

**STATEMENTS OF CITY COUNCIL CANDIDATE:** Tim Earl, 6862 Shallowford Way, spoke as a candidate for City Council which will be determined at the November 3, 2015 City Election and recounted some of the efforts he would take if elected Councilmember.

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER:** Jim Stephanak, 10725 Cora Drive, and owner of Paint Recycling Services, thanked Mayor Strazdas, City Council, City Manager Shaffer and Public Services Director Rod Russell for the opportunity to have the paint recycling event on Saturday. He explained that residents turned in 2,250 gallons of paint, or 26 tons of paint that was kept out of the landfill.

Betty Lee Ongley, 8620 Tozer Court, indicated that August 26<sup>th</sup> celebrates the Nineteenth Amendment (Amendment XIX) to the United States Constitution, ratified August 18, 1920, which prohibits any United States citizen from being denied the right to vote on the basis of sex, giving women the right to vote for the first time in the United States. Discussion followed.

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City Manager Shaffer expressed appreciation to City Council for recognizing the innovative, creative and energetic city staff for their endeavors and the service they put forth.

Mayor Pro Tem Pearson congratulated City Attorney Randy Brown for being appointed for five more years. He also commented on the reactivation of the City Manager Salary Review / Evaluation Committee and complimented Mr. Shaffer for all he has accomplished in the short time he has "been on the job." Finally, he reminded everyone that the 2025 Visioning Renewal Event is set for Saturday, October 3, 2015, from 9 a.m. until 2 p.m. and encouraged all citizens to attend.

Mayor Strazdas reached out, congratulated City Attorney Randy Brown for the renewal of his five-year contract and indicated he was looking forward to his legal advice. He concurred with Mayor Pro Tem Pearson of the importance of the 2025 Visioning Renewal Event and thanked Former Mayor Betty Lee Ongley, who invited him to assist with the first visioning process of Portage. He reviewed the Portage road projects that continue to be improved despite the difficulties faced by other governmental entities in this respect and he assured everyone that the City investments are very conservative and basically untouched by any market setbacks.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 8:35 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 September 8, 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 Register covers the period August 2, 2015 through August 30, 2015 and notes \$620,752.02 in automated clearing house payments, \$2,200,607.77 in paper checks and \$67,092.31 in auto-pay payments for a grand total of \$2,888,452.10.

**FUNDING:** N/A

**Attachments:** 1. Accounts Payable Register

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/03/15	4286(A)	WEST, STEVEN R	114.00
08/14/15	4287(A)	ALRO STEEL CORPORATION	471.29
08/14/15	4288(A)	ANIMAL REMOVAL SERVICE, LLC	500.00
08/14/15	4289(A)	BATTERIES PLUS	35.85
08/14/15	4290(A)	BEEBE, RONALD E.	264.00
08/14/15	4291(A)	BELL EQUIPMENT COMPANY	836.00
08/14/15	4292(A)	CAPITAL ADVANTAGE LEASING	2,378.90
08/14/15	4293(A)	CLEAN EARTH ENVIRONMENTAL SERV	360.70
08/14/15	4294(A)	CROWN TROPHY	709.25
08/14/15	4295(A)	CUSTOMIZED CLEANING SERVICES, INC.	2,405.00
08/14/15	4296(A)	DEPATIE FLUID POWER CO., INC.	1,765.69
08/14/15	4297(A)	EMPLOYMENT GROUP, INC.	1,254.27
08/14/15	4298(A)	FURRY, WILLIAM	250.00
08/14/15	4299(A)	GAIL ANDRUS TRAVEL	770.00
08/14/15	4300(A)	GLOBAL TELEMATIC SOLUTIONS LLC	800.00
08/14/15	4301(A)	INDUSCO SUPPLY CO., INC.	1,067.24
08/14/15	4302(A)	IRISH AYRES ENTERPRISES, LLC	15,524.00
08/14/15	4303(A)	JAROTH, INC	303.00
08/14/15	4304(A)	KAHN, WILMA	264.00
08/14/15	4305(A)	KEHOE, EDWARD J	260.00
08/14/15	4306(A)	KOPEC, CASEY	46.00
08/14/15	4307(A)	MATERIALS RESOURCES	872.52
08/14/15	4308(A)	MAURER'S TEXTILE RENTAL SERVICES	5.55
08/14/15	4309(A)	MEDEMA, TIMOTHY	211.50
08/14/15	4310(A)	MEJEUR ELECTRIC LLC	252.00
08/14/15	4311(A)	MICROSYSTEMS, INC.	3,149.50
08/14/15	4312(A)	ONE WAY PRODUCTS	709.58
08/14/15	4313(A)	PECKELS, CHRISTINE	240.00
08/14/15	4314(A)	RIETH-RILEY CONSTRUCTION CO., INC	135.83
08/14/15	4315(A)	ROAD EQUIPMENT PARTS CENTER	53.62
08/14/15	4316(A)	ROTO-ROOTER SEWER & DRAIN SERV	195.00
08/14/15	4317(A)	SNELL, DEBRA	144.00
08/14/15	4318(A)	VANDERBERG, WARD M	141.00
08/14/15	4319(A)	WEST, STEVEN R	235.00
08/14/15	4320(A)	WOLVERINE POWER SYSTEMS	461.90
08/28/15	4321(A)	ABONMARCHE CONSULTANTS, INC	31,954.38
08/28/15	4322(A)	AMERICAN SAFETY & FIRST AID	220.24
08/28/15	4323(A)	ANIMAL REMOVAL SERVICE, LLC	800.00
08/28/15	4324(A)	ARGUS-HAZCO	9,313.88
08/28/15	4325(A)	ARGUS-HAZCO	55.00
08/28/15	4326(A)	BEEBE, RONALD E.	96.00
08/28/15	4328(A)	BLUE CARE NETWORK-GREAT LAKES	69,085.04
08/28/15	4329(A)	BRENNER OIL CO.	13,782.12
08/28/15	4330(A)	C C G SYSTEMS, INC.	7,500.00
08/28/15	4331(A)	C D W GOVERNMENT, INC.	889.21
08/28/15	4332(A)	C M P DISTRIBUTORS, INC.	175.50

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/28/15	4333(A)	CAPITAL ADVANTAGE LEASING	13,881.50
08/28/15	4334(A)	CARRIER & GABLE	77,654.00
08/28/15	4335(A)	DATA CONSTRUCTS LLC	97.95
08/28/15	4336(A)	DELTA DENTAL PLAN OF MICHIGAN	17,171.13
08/28/15	4337(A)	EMPLOYMENT GROUP, INC.	4,431.32
08/28/15	4338(A)	ENGINEERED PROTECTION SYSTEMS, INC.	293.01
08/28/15	4339(A)	ETNA SUPPLY, INC.	52.90
08/28/15	4340(A)	FURRY, WILLIAM	524.64
08/28/15	4341(A)	GAIL ANDRUS TRAVEL	3,696.50
08/28/15	4342(A)	HARTFORD LIFE INSURANCE COMPANY	8,084.37
08/28/15	4343(A)	INDUSCO SUPPLY CO., INC.	1,292.01
08/28/15	4344(A)	IRISH AYRES ENTERPRISES, LLC	1,255.00
08/28/15	4345(A)	JONES & HENRY ENGINEERS, LTD	869.28
08/28/15	4346(A)	KUSHNER & COMPANY, INC.	919.71
08/28/15	4347(A)	M & M CUSTOM FABRICATING INC.	13.79
08/28/15	4349(A)	MATERIALS RESOURCES	914.22
08/28/15	4350(A)	MAURER'S TEXTILE RENTAL SERVICES	20.35
08/28/15	4351(A)	MEDEMA, TIMOTHY	258.50
08/28/15	4352(A)	MEJEUR ELECTRIC LLC	4,624.00
08/28/15	4353(A)	ONE WAY PRODUCTS	489.54
08/28/15	4354(A)	PCM SALES, INC.	40,550.00
08/28/15	4355(A)	PEOPLEFACTS, LLC	5.15
08/28/15	4356(A)	PORTAGE FIREFIGHTERS	1,510.32
08/28/15	4357(A)	PORTAGE ON-CALL FIREFIGHTERS	110.00
08/28/15	4358(A)	PORTAGE POLICE OFFICERS ASSOC	714.00
08/28/15	4359(A)	PREIN & NEWHOF	3,336.10
08/28/15	4360(A)	RIETH-RILEY CONSTRUCTION CO., INC	1,037.92
08/28/15	4361(A)	ROE-COMM, INC.	4,900.00
08/28/15	4362(A)	S B F ENTERPRISES, INC.	649.78
08/28/15	4363(A)	SAFETY SERVICES, INC.	850.72
08/28/15	4364(A)	SNELL, DEBRA	144.00
08/28/15	4365(A)	THE LIFEGUARD STORE	1,038.18
08/28/15	4366(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	509.09
08/28/15	4367(A)	UNITED WATER ENVIRONMENTAL SERVICES	244,889.06
08/28/15	4368(A)	UNITED WATER ENVIRONMENTAL SERVICES	204.57
08/28/15	4369(A)	VISION SERVICE PLAN (OH)	2,028.73
08/28/15	4370(A)	W W GRAINGER INC	1,971.62
08/28/15	4371(A)	WEST, STEVEN R	211.50
08/28/15	4372(A)	WIGHTMAN & ASSOCIATES, INC.	8,490.00
		<b>SUBTOTAL:</b>	<b>85 CHECKS 620,752.02</b>
08/03/15	294466	JAMES HUDSON	971.21
08/05/15	294467	MMTA FALL CONFERENCE	325.00
08/06/15	294468	FREEDOM PLAT, LLC	4,031.00
08/06/15	294469	U S POSTMASTER	4,800.00
08/07/15	294470	STATE OF MICHIGAN (DEPT LABOR)	150.00

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/14/15	294471	A T & T	2,607.15
08/14/15	294472	ADP, INC.	1,642.65
08/14/15	294473	AGAIINESES, RICARDO & SHIRLEY	30.59
08/14/15	294474	ALL-PHASE ELECTRIC SUPPLY CO.	256.55
08/14/15	294475	ALLEGRA PRINT & IMAGING	207.25
08/14/15	294476	ALLIED MECHANICAL SERVICE	202.24
08/14/15	294477	AMERICAN PLANNING ASSOCIATION	845.00
08/14/15	294478	APPLIED IMAGING	2,113.24
08/14/15	294479	ARMOLD, NICHOLAS	295.00
08/14/15	294480	AUTOBODY USA - SOUTHSIDE	949.10
08/14/15	294481	BEACON ATHLETICS	1,982.00
08/14/15	294482	BILL'S LOCK SHOP, INC.	165.00
08/14/15	294483	BLOOMBERG BUISNESSWEEK	70.00
08/14/15	294484	BOWERMAN, LINDA	130.00
08/14/15	294485	CHARTER COMMUNICATIONS	612.67
08/14/15	294486	CITY OF KALAMAZOO (TRANS MILLAGE)	111.75
08/14/15	294487	CITY OF KALAMAZOO TREASURER	293,948.62
08/14/15	294488	COLE KRUM CHEVROLET	976.19
08/14/15	294489	CONSUMERS ENERGY	38,457.01
08/14/15	294490	CONSUMERS ENERGY-BILL PMT CNT	4,052.84
08/14/15	294491	COSTAR REALTY INFORMATION, INC.	294.68
08/14/15	294492	COX, ROBERT	150.00
08/14/15	294493	DAVE'S CONCRETE PRODUCTS, INC.	555.50
08/14/15	294494	DAVID HOJNACHI J	299.00
08/14/15	294495	DECAMP, HANNAH	250.00
08/14/15	294496	DEREK HENSON	285.00
08/14/15	294497	DEVON TITLE AGENCY	64.68
08/14/15	294498	DEVON TITLE AGENCY	16.19
08/14/15	294499	DIESEL INJECTION SERVICE, LLC	1,003.00
08/14/15	294500	DRENTH, EMILY	250.00
08/14/15	294501	EMERGENCY VEHICLE PRODUCTS	712.74
08/14/15	294502	ENGINEERING SUPPLY & IMAGING	52.63
08/14/15	294503	EVANS, JESSE	100.00
08/14/15	294504	FIDELITY NATIONAL TITLE CO	100.00
08/14/15	294505	FLETCHER ENTERPRISES	447.00
08/14/15	294506	FORSHEE, MARK	230.00
08/14/15	294507	GLOBAL ONE TECHNOLOGY GROUP, INC.	799.00
08/14/15	294508	GORDON FOOD SERVICE	135.79
08/14/15	294509	GRAHAM FORESTRY SERVICE, INC.	1,104.00
08/14/15	294510	HARTMAN, CHARLES	47.00
08/14/15	294511	HIGHLLEN, OLIVIA	50.00
08/14/15	294512	HOCKEY SERVICES	1,938.90
08/14/15	294513	HOEKSTRA ROOFING CO.	5,809.39
08/14/15	294514	HOME DEPOT	1,553.08
08/14/15	294516	HOYLE, KATHLEEN	219.99
08/14/15	294517	HOYLE, KATHLEEN	1,485.93

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/14/15	294518	HUMPHREYS CAMPBELL DUST & HUMPHREYS	367.50
08/14/15	294519	IAFC MEMBERSHIP	209.00
08/14/15	294520	J-AD GRAPHICS, INC	1,983.50
08/14/15	294521	J. ALLEN & CO. INC.	4,540.00
08/14/15	294522	JAMES KAHL	11,420.00
08/14/15	294523	KALAMAZOO COUNTY ROAD COMMISSI	4,958.82
08/14/15	294524	KALAMAZOO COUNTY STATE BANK	59.90
08/14/15	294525	KALAMAZOO COUNTY TREASURER	4,067.72
08/14/15	294526	KALAMAZOO GAZETTE	98.40
08/14/15	294527	KALAMAZOO LANDSCAPE SUPPLIES	74.70
08/14/15	294528	KALAMAZOO REG'L EDUC SVS AGENG	1,198.63
08/14/15	294529	KALAMAZOO SPORTSWEAR	50.00
08/14/15	294530	KALAMAZOO VALLEY COMMUNITY COL	686.23
08/14/15	294531	KENT COUNTY DPW	67.50
08/14/15	294532	KIMBERLY VALENTIN	100.00
08/14/15	294533	KLOOSTER, FRAN	177.23
08/14/15	294534	KLOSTERMAN DISTRIBUTING	484.80
08/14/15	294535	KRICK, PAUL	184.00
08/14/15	294536	KROLIKOWSKI, NANCY	165.09
08/14/15	294537	KSW INVESTMENTS, LLC	2,413.60
08/14/15	294538	KZOO TIRE COMPANY	260.00
08/14/15	294539	L.E.O.R.T.C.	285.00
08/14/15	294540	LARRY MOORE	501.59
08/14/15	294541	LAWSON PRODUCTS, INC	1,829.22
08/14/15	294542	LOCEY SWIM POOL CO.	33.50
08/14/15	294543	LONG LAKE LAKE BOARD	4,051.50
08/14/15	294544	M M R M A	223,067.00
08/14/15	294545	MALL CITY MECHANICAL	112.00
08/14/15	294546	MEIER, MICHAEL	96.00
08/14/15	294547	MICH MUNICIPAL POLICE & FIRE REPAIR	1,913.93
08/14/15	294548	MICHIGAN ASSESSOR'S ASSOC.	150.00
08/14/15	294549	MICHIGAN KAL ELECTRONICS, INC.	190.00
08/14/15	294550	MICHIGAN PAVING & MATERIALS CO.	242,745.74
08/14/15	294551	MIDWEST CUSTOM EMBROIDERY COMPANY	1,500.00
08/14/15	294552	MLIVE MEDIA GROUP	891.55
08/14/15	294553	Molnar Construction	240.00
08/14/15	294554	MOORE MEDICAL, LLC	570.00
08/14/15	294555	N.T.O.A.	150.00
08/14/15	294556	NATIONAL FIRE PROTECTION ASSOC	300.00
08/14/15	294557	NESPODZANY, MARY JO	120.00
08/14/15	294558	NORTHPOINTE BANK	4,881.09
08/14/15	294559	NOVA CONSULTANTS, INC	3,000.00
08/14/15	294560	O'BOYLE-COLWELL-BLALOCK & AS.	6,961.50
08/14/15	294561	O'REILLY AUTO PARTS	173.72
08/14/15	294562	OBRIEN REAL ESTATE	99.52
08/14/15	294563	OFFICE DEPOT, INC.	1,309.50

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/14/15	294565	OFFICEMAX INCORPORATED	135.44
08/14/15	294566	ONSTAFF USA INC	5,275.05
08/14/15	294567	PAM DAZEY	239.40
08/14/15	294568	PAPER CENTRAL	1,087.00
08/14/15	294569	PATESEL, TERRY	164.50
08/14/15	294570	PETTY CASH-CITY MANAGER	365.20
08/14/15	294571	PETTY CASH-SENIOR CENTER	421.60
08/14/15	294572	PIER ENJOYMENT LLC	150.00
08/14/15	294573	PORTAGE DISTRICT LIBRARY	297.09
08/14/15	294574	PORTAGE PUBLIC SCHOOLS	2,464.85
08/14/15	294575	QUADMED, INC.	142.61
08/14/15	294576	QUADRANT II MARKETING, LLC	2,105.00
08/14/15	294577	RATHCO SAFETY SUPPLY, INC.	2,241.80
08/14/15	294578	REPUBLIC SERVICES OF WEST MICHIGAN	44,381.74
08/14/15	294579	RIDGE AUTO NAPA	2,308.88
08/14/15	294580	RIGHT-WAY RENTAL, INC.	107.75
08/14/15	294581	RONNIE JACKSON	75.00
08/14/15	294582	ROTARY MULTIFORMS, INC.	251.80
08/14/15	294583	SANDRA LUND	2,850.00
08/14/15	294584	SCHROEDER, VIC & NAOMI	53.00
08/14/15	294585	SHANTY CREEK RESORTS	280.44
08/14/15	294586	SHERMAN TOOL / CORNWELL TOOLS	158.13
08/14/15	294587	SMEMSIC	50.00
08/14/15	294588	STAPERT, BRETT	371.00
08/14/15	294589	STATE OF MICHIGAN	120.00
08/14/15	294590	STATE OF MICHIGAN	40.00
08/14/15	294591	STATE OF MICHIGAN	40.00
08/14/15	294592	STATE OF MICHIGAN (DOT)	171,762.35
08/14/15	294593	STATE SYSTEMS RADIO, INC	3,834.21
08/14/15	294594	STEENSMA LAWN & POWER EQUIPMENT	16.77
08/14/15	294595	STRONG, TOBE & RENE	150.00
08/14/15	294596	STRYKER CORPORATION	145,809.65
08/14/15	294597	T D S METROCOM, LLC	6,629.34
08/14/15	294598	T J RAMPIT USA	3,566.22
08/14/15	294599	TERMINAL SUPPLY CO.	1,306.66
08/14/15	294600	THE IRRIGATOR	10,971.06
08/14/15	294601	THOMAS DENEAU	12,500.00
08/14/15	294602	THOMSON WEST	348.00
08/14/15	294603	TISON, AUDREY	150.00
08/14/15	294604	TKO VISUAL COMMUNICATIONS	630.00
08/14/15	294605	TMS ASPHALT	2,710.52
08/14/15	294606	TODD ARBANAS ENTERPRISES INC.	6,000.00
08/14/15	294607	TRACTOR SUPPLY CORP.	201.45
08/14/15	294608	TRY, BRENDA	100.00
08/14/15	294609	U S LAWNS- KALAMAZOO	956.00
08/14/15	294610	U S BANK	800.00

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/14/15	294611	UNITED PARCEL SERVICE	29.51
08/14/15	294612	UNITED PARTY & EVENT SERVICES	320.00
08/14/15	294613	VANDERBILT, JOHN	96.00
08/14/15	294614	VARIDESK LLC	325.00
08/14/15	294615	VERIZON WIRELESS SERVICES, LLC	2,468.46
08/14/15	294616	W MICHIGAN REALTORS TITLE CO, LLC	2,970.36
08/14/15	294617	WATKINS, GREG	276.00
08/14/15	294618	WENTWORTH, JORDAN	105.00
08/14/15	294619	WESTERN MICHIGAN INT'L TRUCKS	381.82
08/14/15	294620	WOLZ, MARI-CLARE	50.00
08/14/15	294621	WRAPS N SIGNS	787.50
08/18/15	294622	APWA, MICHIGAN CHAPTER - MPSI	650.00
08/18/15	294623	BOYNE MOUNTAIN RESORT	439.38
08/18/15	294624	DEGRAFF, STANEY	150.00
08/18/15	294625	KENDRA GWIN	450.00
08/18/15	294626	MICAMP	50.00
08/18/15	294627	MLIVE MEDIA GROUP	55.90
08/18/15	294628	PORTAGE NORTHERN HIGH SCHOOL	100.00
08/18/15	294629	PURE FISHING, INC.	650.51
08/20/15	294630	MR. ROOF GRAND RAPIDS LLC	10,820.00
08/28/15	294631	7TH DISTRICT COURT	200.00
08/28/15	294632	A I S CONSTRUCTION EQUIP. CO.	4,606.20
08/28/15	294633	A NEW LEAF	85.00
08/28/15	294634	A PIZZA YEN	1,349.00
08/28/15	294635	A T & T	1,737.59
08/28/15	294636	A T & T LONG DISTANCE	276.27
08/28/15	294637	A-1 SIGNS	540.00
08/28/15	294638	ACCESS DISPLAY GROUP, INC.	353.52
08/28/15	294639	ACTION GEAR EMBROIDERY INC.	223.00
08/28/15	294640	ADP, INC.	1,044.85
08/28/15	294641	ADVANCED RECOVERY TECHNOLOGIES	2,560.00
08/28/15	294642	AGGREGATE RESOURCES, INC.	1,333.23
08/28/15	294643	AIRGAS GREAT LAKES	733.89
08/28/15	294644	ALLEGRA PRINT & IMAGING	511.10
08/28/15	294645	ALLIED MECHANICAL SERVICE	1,689.35
08/28/15	294646	ALTA EQUIPMENT CO.	8,100.00
08/28/15	294647	AMERICAN WATER WORKS ASSOC.	695.00
08/28/15	294648	ANDRES, BILLIE	65.00
08/28/15	294649	ANY CUTTING & WELDING	125.00
08/28/15	294650	APPLIED IMAGING	2,113.24
08/28/15	294651	ARTWEAR APPAREL GRAPHICS, INC.	2,108.00
08/28/15	294652	ASPHALT RESTORATION INC	3,194.60
08/28/15	294653	AVB	100.00
08/28/15	294654	B S & A SOFTWARE	400.00
08/28/15	294655	B S N	172.94
08/28/15	294656	BATES, LOIS	70.00

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/28/15	294657	BESCO WATER TREATMENT, INC.	34.65
08/28/15	294658	BEST WAY DISPOSAL, INC.	315.00
08/28/15	294659	BILL'S LOCK SHOP, INC.	230.00
08/28/15	294660	BLOOM SLUGGETT MORGAN, PC	1,638.00
08/28/15	294661	BLUE CROSS/BLUE SHIELD OF MICH	115,754.27
08/28/15	294662	BLUE LINE POLICE K-9	12,500.00
08/28/15	294663	BORGESS HEALTH ALLIANCE	542.00
08/28/15	294664	BRANCH, JOYCE	80.00
08/28/15	294665	BRANCH, JOYCE	70.00
08/28/15	294666	BRANT, HAROLD	75.00
08/28/15	294667	BRINK WOOD PRODUCTS, INC.	1,253.04
08/28/15	294668	BRINK'S, INC	285.40
08/28/15	294669	BRONSON HEALTHCARE GROUP	200.00
08/28/15	294670	BROWNELL'S INCORPORATED	1,335.31
08/28/15	294671	BRUCE'S TRUCK & AUTO ACCESSORIES	800.00
08/28/15	294672	C T S TELECOM, INC.	678.95
08/28/15	294673	CAMPBELL AUTO SUPPLY	23.60
08/28/15	294674	CARLETON EQUIPMENT CO.	650.00
08/28/15	294675	CBCS	537.15
08/28/15	294676	CHAPMAN, HAYLIE	100.00
08/28/15	294677	CHARLES RIVER LABORATORIES, INC.	23,897.96
08/28/15	294678	COBAN TECHNOLOGIES, INC.	2,515.00
08/28/15	294679	COLE KRUM CHEVROLET	99.49
08/28/15	294680	CONKLIN, MARY	75.00
08/28/15	294681	CONRAD, LANCE	57.00
08/28/15	294682	COOK, CATHERINE	100.00
08/28/15	294683	CRAZY 8	1,387.13
08/28/15	294684	CREATIVE SERVICES OF NEW ENGLAND	195.95
08/28/15	294685	CROSSROADS CAR WASH	214.00
08/28/15	294686	CROUSE, DAWN	66.73
08/28/15	294687	CUSTER OFFICE ENVIRONMENTS	3,027.95
08/28/15	294688	D L GALLIVAN INC.	48.77
08/28/15	294689	DAVE'S CONCRETE PRODUCTS, INC.	900.00
08/28/15	294690	DAVIS, JACQUELYN	100.00
08/28/15	294691	DEER CONTRACTING & LANDSCAPE	757.00
08/28/15	294692	DENOYER BROTHERS, INC.	258.65
08/28/15	294693	DONALD ADAMS	350.00
08/28/15	294694	DUNLOP, JOHN W	140.00
08/28/15	294695	ED & TED'S EXCELLENT ADVENTURES	12,311.00
08/28/15	294696	EMERGENCY VEHICLE PRODUCTS	3,846.80
08/28/15	294697	F D LAKE COMPANY	317.13
08/28/15	294698	FARM N GARDEN	257.20
08/28/15	294699	FAWLEY OVERHEAD DOOR, INC.	787.00
08/28/15	294700	FIRST IMAGE	321.00
08/28/15	294701	FLYNN, ALI	50.00
08/28/15	294702	FORSHEE, MARK	138.00

CITY OF PORTAGE CHECK REGISTER  
 Check Dates From: 8/2/2015 To: 8/30/2015

Check Date	Check	Vendor Name	Amount
08/28/15	294703	FULLER, SHARRON	82.00
08/28/15	294704	GALL'S, LLC	495.80
08/28/15	294705	GARCIA, LYDIA	70.00
08/28/15	294706	GORDON FOOD SERVICE	113.61
08/28/15	294707	GORDON WATER SYSTEMS	258.50
08/28/15	294708	GRAND VALLEY METRO COUNCIL	22,021.00
08/28/15	294709	GRAY, CAROL	150.00
08/28/15	294710	GREATER KALAMAZOO FOP LODGE 98	549.20
08/28/15	294711	GREATER KALAMAZOO FOP LODGE 98	2,800.92
08/28/15	294712	GREATER KALAMAZOO UNITED WAY	961.56
08/28/15	294713	GRIFFIN PEST SOLUTIONS, INC.	340.00
08/28/15	294714	GROVE, JENNIFER	150.00
08/28/15	294715	HALT FIRE, INC.	465.80
08/28/15	294716	HARASIM, VIVIAN	87.00
08/28/15	294717	HARASIM, VIVIAN	104.00
08/28/15	294718	HARTMAN, CHARLES	70.50
08/28/15	294719	HOFFMASTER, KAITLIN	165.00
08/28/15	294720	HOGNACHI, DAVID	161.00
08/28/15	294721	HOLIDAY INN EXPRESS	397.50
08/28/15	294722	HOME DEPOT	1,714.75
08/28/15	294723	HONEYWELL INC.	599.98
08/28/15	294724	HOWARD PRINTING	1,595.00
08/28/15	294725	INT'L PUBLIC MGT ASSOC FOR HR	1,064.41
08/28/15	294726	IP CONSULTING, INC.	19,641.21
08/28/15	294727	IYETEK LLC	1,660.00
08/28/15	294728	JOHN DEERE LANDSCAPES	485.92
08/28/15	294729	JUMANNE, MONIFA A. PH.D.	1,500.00
08/28/15	294730	KALAMAZOO COUNTY HEALTH & COMMUNITY	4,947.43
08/28/15	294731	KALAMAZOO COUNTY ROAD COMMISSI	685.70
08/28/15	294732	KALAMAZOO COUNTY TREASURER	540.00
08/28/15	294733	KALAMAZOO EXPERIENTIAL LEARNING CTR	5,137.50
08/28/15	294734	KALAMAZOO FIRST ASSEMBLY OF GOD	100.00
08/28/15	294735	KALAMAZOO LANDSCAPE SUPPLIES	317.50
08/28/15	294736	KALAMAZOO NATURE CENTER, INC.	165.00
08/28/15	294737	KALAMAZOO OIL COMPANY	109.13
08/28/15	294738	KALAMAZOO SPORTSWEAR	13.75
08/28/15	294739	KELLOGG, CASSANDRA	150.00
08/28/15	294740	KEYSTONE EVENT MGMNT CONCEPTS, INC.	975.00
08/28/15	294741	KLOSTERMAN DISTRIBUTING	1,372.76
08/28/15	294742	KRICK, PAUL	92.00
08/28/15	294743	KUIPER BROTHERS MOVING INC.	183.00
08/28/15	294744	KZOO TIRE COMPANY	548.00
08/28/15	294745	L.A. TRANSPORT	1,000.00
08/28/15	294746	LACOSTA FACILITY SUPPORT SERVICES	3,360.79
08/28/15	294747	LANGUAGE LINE, INC	68.09
08/28/15	294748	LASZLO CSISZAR JR BUILDER	500.00

CITY OF PORTAGE CHECK REGISTER  
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Check Date	Check	Vendor Name	Amount
08/28/15	294749	LAWSON PRODUCTS, INC	1,758.10
08/28/15	294750	LEITER, JAILA	350.00
08/28/15	294751	LORD OF LIFE LUTHERAN CHURCH	100.00
08/28/15	294752	MAILFINANCE	744.27
08/28/15	294753	MAIN STREET PORTRAITS INC	360.00
08/28/15	294754	MARTIN SPRING & DRIVE, INC.	675.00
08/28/15	294755	MASSIE, LARRY B.	42.95
08/28/15	294756	MCCRUMB, LINDA	65.00
08/28/15	294757	MCDONALD'S TOWING & RESCUE, INC.	4,588.00
08/28/15	294758	MCNALLY ELEVATOR CO.	117.75
08/28/15	294759	MED EXPRESS URGENT CARE, PC MICH	500.00
08/28/15	294760	MEEKHOF TIRE SALES & SERVICE INC.	2,162.04
08/28/15	294761	MENARDS, INC	23.97
08/28/15	294762	MIBIZ	1,785.00
08/28/15	294763	MICH AMATEUR SOFTBALL ASSOC	777.00
08/28/15	294764	MICH MUNICIPAL POLICE & FIRE REPAIR	1,141.81
08/28/15	294765	MICHIGAN ASSESSOR'S ASSOC.	150.00
08/28/15	294766	MICHIGAN ASSOC. OF PLANNING	75.00
08/28/15	294767	MICHIGAN ASSOC. OF PLANNING	305.00
08/28/15	294768	MICHIGAN MUNICIPAL LEAGUE	249.70
08/28/15	294769	MICHIGAN PARKINSONS FOUNDATION	100.00
08/28/15	294770	MIDWEST CIVIL ENGINEERS	1,425.00
08/28/15	294771	MIDWEST ENERGY COOPERATIVE	268.78
08/28/15	294772	MLIVE MEDIA GROUP	190.73
08/28/15	294773	MODERNISTIC CARPET CLEANING CO	100.00
08/28/15	294774	MOSQUITO CONTROL OF SW MICHIGAN	149.00
08/28/15	294775	MULDERS LANDSCAPE SUPPLIES INC	410.00
08/28/15	294776	NEW FRESH CLEANING SERVICE	1,380.00
08/28/15	294777	NOPPEN, THERESA	75.00
08/28/15	294778	NORTHERN CONSTRUCTION SERVICES CORP	67,233.60
08/28/15	294779	NYE UNIFORMS	235.82
08/28/15	294780	O'BOYLE-COLWELL-BLALOCK & AS.	150.00
08/28/15	294781	O'REILLY AUTO PARTS	261.21
08/28/15	294782	OFFICE DEPOT, INC.	2,764.16
08/28/15	294786	OFFICEMAX INCORPORATED	116.20
08/28/15	294787	OMG NATIONAL	678.78
08/28/15	294788	ONSTAFF USA INC	14,625.61
08/28/15	294789	PAPER CENTRAL	817.00
08/28/15	294790	PAPWORTH, NANCY	60.00
08/28/15	294791	PATESEL, TERRY	94.00
08/28/15	294792	PATHFINDER CHURCH	100.00
08/28/15	294793	PATTERSON, TREVER	114.11
08/28/15	294794	PEERLESS-MIDWEST, INC.	24,515.00
08/28/15	294795	PETERMAN CONCRETE CO.	45.00
08/28/15	294796	PETERS, DONNA	70.00
08/28/15	294797	PETTY CASH-DPS	341.43

CITY OF PORTAGE CHECK REGISTER  
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Check Date	Check	Vendor Name	Amount
08/28/15	294798	PETTY CASH-FIRE	137.22
08/28/15	294799	PETTY CASH-PARKS	448.24
08/28/15	294800	PETTY CASH-POLICE DEPT.	387.53
08/28/15	294801	PFIZER, INC	273.00
08/28/15	294802	PORTAGE CHAPEL HILL UMC	100.00
08/28/15	294803	PORTAGE CLEANERS & LAUNDRY	1,269.50
08/28/15	294804	PORTAGE GLASS & MIRROR	1,133.50
08/28/15	294805	POSTMAN INC., THE	1,340.00
08/28/15	294806	PRICE, BETTY	75.00
08/28/15	294807	PRINCE OF PEACE LUTHERAN CHURCH	100.00
08/28/15	294808	PROFESSIONAL LAKE MANAGEMENT	505.33
08/28/15	294809	PROFESSIONAL LAKE MANAGEMENT	235.75
08/28/15	294810	PUBLIC MEDIA NETWORK	97,558.08
08/28/15	294811	RATHCO SAFETY SUPPLY, INC.	2,810.40
08/28/15	294812	REINHART, JAMES	189.23
08/28/15	294813	RENEWED EARTH, INC.	7,916.66
08/28/15	294814	RENTALEX OF MICHIGAN, INC.	263.50
08/28/15	294815	REPUBLIC SERVICES OF WEST MICHIGAN	1,048.38
08/28/15	294816	RIDGE AUTO NAPA	196.16
08/28/15	294817	RIGHT-WAY RENTAL, INC.	60.00
08/28/15	294818	RIVERSIDE INTEGRATED SYSTEMS, INC.	270.00
08/28/15	294819	ROBERT SAMES	199.00
08/28/15	294820	ROBERTS, ART	70.00
08/28/15	294821	ROTARY MULTIFORMS, INC.	713.40
08/28/15	294822	ROWLEY BROTHERS, INC.	968.00
08/28/15	294823	RYKSE, MARY	150.00
08/28/15	294824	SAM BROWN SHIELDS, LLC.	303.75
08/28/15	294825	SCHEFFERT, THOMAS	130.00
08/28/15	294826	SCHERMERHORN, JOSEPH	130.00
08/28/15	294827	SCHNELL, CHRIS	44.00
08/28/15	294828	SCHROEDER, VIC & NAOMI	152.00
08/28/15	294829	SECANT TECHNOLOGIES	1,353.56
08/28/15	294830	SEVERANCE ELECTRIC COMPANY, INC	3,925.00
08/28/15	294831	SHERMAN TOOL / CORNWELL TOOLS	485.86
08/28/15	294832	SHORELINE TOURS & TRAVEL	2,936.56
08/28/15	294833	SIGNATURE COINS	455.00
08/28/15	294834	SIMPLIFILE LC	35.00
08/28/15	294835	SIRCHIE FINGER PRINT LABORATORIES	169.07
08/28/15	294836	SKILLQUEST INTERNATIONAL LLC	659.00
08/28/15	294837	SNYDER, MARIAH	50.00
08/28/15	294838	SPYGLASS GROUP LLC	1,751.04
08/28/15	294839	ST. CATHERINE OF SIENA CHURCH	100.00
08/28/15	294840	STATE INDUSTRIAL PRODUCTS CORP	211.00
08/28/15	294841	STATE OF MICHIGAN	30.00
08/28/15	294842	STATE OF MICHIGAN (BOILER DIV)	150.00
08/28/15	294843	STATE OF MICHIGAN (DOT)	197,308.09

CITY OF PORTAGE CHECK REGISTER  
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Check Date	Check	Vendor Name	Amount
08/28/15	294844	STATE SYSTEMS RADIO, INC	2,905.00
08/28/15	294845	STEENSMA LAWN & POWER EQUIPMENT	131.80
08/28/15	294846	STONEGATE MANAGEMENT, INC.	100.00
08/28/15	294847	SUCCESS COMMUNICATIONS, INC.	699.00
08/28/15	294848	SUCCESS COMMUNICATIONS, INC.	699.00
08/28/15	294849	SWT EXCAVATING, INC	3,990.00
08/28/15	294850	T-MOBILE USA INC	29.99
08/28/15	294851	TELVENT DTN, INC.	813.00
08/28/15	294852	TERMINAL SUPPLY CO.	1,731.68
08/28/15	294853	THE BRIDGE	100.00
08/28/15	294854	THE IRRIGATOR	4,865.23
08/28/15	294855	TIGER DIRECT, INC.	4,613.29
08/28/15	294856	TODD ARBANAS ENTERPRISES INC.	3,970.00
08/28/15	294857	TOO CLEAN JANITORIAL	6,625.00
08/28/15	294858	TOY BOX STORAGE	212.22
08/28/15	294859	TRACTOR SUPPLY CORP.	419.12
08/28/15	294860	TRAFFIC TECH SERVICES LLC	1,275.00
08/28/15	294861	UNION STREET HYDRAULICS	634.24
08/28/15	294862	UNITED PARCEL SERVICE	12.00
08/28/15	294863	UNITED PARTY & EVENT SERVICES	385.00
08/28/15	294864	VALENCOURT, SHIRLEY	65.00
08/28/15	294865	VANDERMAY CONSTRUCTION CO., INC.	1,000.00
08/28/15	294866	VANDERMEER LOUIS MOVING & STORAGE	1,045.00
08/28/15	294867	VERIZON WIRELESS SERVICES, LLC	48.52
08/28/15	294868	VERIZON WIRELESS SERVICES, LLC	1,894.62
08/28/15	294869	VINCENT, KOBE M	55.00
08/28/15	294870	VINSTRA, MORGAN	80.00
08/28/15	294871	W MICH CRIMINAL JUSTICE TRAINING CO	1,762.51
08/28/15	294872	WALGREEN COMPANY	1,881.02
08/28/15	294873	WALGREEN COMPANY	1,125.19
08/28/15	294874	WATKINS, GREG	207.00
08/28/15	294875	WELLS FARGO REAL ESTATE	5,425.52
08/28/15	294876	WENDLING-OSBORN, JANE A	200.00
08/28/15	294877	WEST SHORE FIRE, INC.	11,836.98
08/28/15	294878	WEST SHORE SERVICES, INC	6,000.00
08/28/15	294879	WESTERN MICHIGAN INT'L TRUCKS	1,090.16
08/28/15	294880	WESTERN MICHIGAN UNIVERSITY	2,400.00
08/28/15	294881	WINDER POLICE EQUIPMENT, INC.	3,145.70
08/28/15	294882	WINTHER, BETTY	75.00
08/28/15	294883	XEROX CORPORATION	1,009.44
08/28/15	294884	YONKE, DICK & MARILYN	140.00
08/28/15	294885	FARRELL AUDIO VIDEO LLC	725.00
		<b>SUBTOTAL:</b>	<b>415 CHECKS 2,200,607.77</b>
08/06/15	1907	Consumers Auto-Pay	4,532.81
08/10/15	1908	Consumers Auto-Pay	11,015.78

CITY OF PORTAGE CHECK REGISTER  
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Check Date	Check	Vendor Name	Amount
08/11/15	1911	Consumers Auto-Pay	1,272.09
08/12/15	1914	Consumers Auto-Pay	25,414.66
08/13/15	1918	Consumers Auto-Pay	3,684.96
08/14/15	1928	Consumers Auto-Pay	4,234.03
08/17/15	1934	Consumers Auto-Pay	13,399.16
08/18/15	1942	Consumers Auto-Pay	2,177.84
08/21/15	1997	Consumers Auto-Pay	1,360.98
	<b>SUBTOTAL:</b>		
		<b>9 CHECKS</b>	<b>67,092.31</b>
	<b>GRAND TOTAL:</b>	<b>509 CHECKS</b>	<b>2,888,452.10</b>

\*\* (A) DENOTES ACH PAYMENTS

**TO:** Honorable Mayor and City Council  
**FROM:** Laurence Shaffer, City Manager  
**SUBJECT:** Adoption of Bond Resolutions



**SUPPORTING PERSONNEL:** William Furry, Finance Director

**ACTION RECOMMENDED:** That City Council adopt the:

- a. Resolution Authorizing Refunding of the City of Portage Capital Improvement Refunding Bonds, Series 2007, and
- b. Resolution Approving the Undertaking to Provide Continuing Disclosure by the City of Portage for the Capital Improvement Bonds, Series 2015C.

In August of 2007, the city sold Capital Improvement Bonds to refinance older bonds totaling \$13,640,000. The balance of this bond series after January 1, 2016 can be refinanced with an estimated present value savings of \$846,064 for the period of 2016 to 2025.

The attached bond resolutions were prepared by the city's Bond Counsel. The resolutions will initiate the legal process required to refinance the existing Capital Improvement Refunding Bond Series 2007. Bids will be taken on or about September 23, 2015. Bid results will be reported to the City Council soon thereafter.

**FUNDING:** N/A

**Attachments:**

1. Bond Resolution
2. Continuing Disclosure Resolution
3. Preliminary Refunding Analysis

**CITY OF PORTAGE**

At a \_\_\_\_\_ meeting of the City Council of the City of Portage, Kalamazoo County, Michigan, held in Portage, Michigan on \_\_\_\_\_, 2015 at \_\_:\_\_ .m., Eastern Daylight Savings Time there were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**REFUNDING BOND RESOLUTION**  
**REFUNDING BONDS NOT TO EXCEED \$13,000,000**  
**City of Portage Capital Improvement Refunding Bonds, Series 2015C**

WHEREAS, on August 16, 2007, the City, pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), issued the City of Portage Capital Improvement Refunding Bonds, Series 2007, dated August 1, 2007 in the original principal amount of \$13,890,000 of which \$12,545,000 in principal amount of bonds maturing in the years 2015 through 2025 remains outstanding (the "Prior Bonds"); and

WHEREAS, the Prior Bonds may be called for redemption on December 1, 2015; and

WHEREAS, the Prior Bonds were issued at a time when interest rates were higher than is currently the case; and

WHEREAS, the City has determined that it is necessary and appropriate at this time to issue a series of refunding bonds pursuant to Act 34 to refund part of the Prior Bonds on December 1, 2015 (the "Refunded Bonds") to obtain a lower rate of interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTAGE as follows:

1. **Issuance of Refunding Bonds.** Refunding bonds of the City aggregating in the principal estimated sum of not to exceed Thirteen Million Dollars (\$13,000,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding the Refunded Bonds, subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", Section 7. The maximum amount of Bonds to be issued shall not exceed \$13,000,000.

2. **Refunding Bond Details.** The Refunding Bonds shall be known as "City of Portage Capital Improvement Refunding Bonds, Series 2015C" and shall be dated October 1, 2015 or such later date not more than twelve calendar months thereafter as the Finance Director of the City shall provide in the Request for Proposal. The Refunding Bonds shall be fully registered Refunding Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Finance Director of the City, regardless of rate and maturity date. If \$12,395,000 in Refunding Bonds are issued and subject to the provisions of Section 6, the Refunding Bonds may mature on December 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2016	\$ 525,000	2020	\$1,480,000	2023	\$1,380,000
2017	1,330,000	2021	1,470,000	2024	1,110,000
2018	1,340,000	2022	1,585,000	2025	775,000
2019	1,400,000				

The Refunding Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Discount.** The Refunding Bonds may be offered for sale at a price of not less than 99% of the face amount thereof, and the Finance Director of the City is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Refunding Bonds.

4. **Payment of Interest and Date of Record.** The Refunding Bonds shall bear interest payable June 1, 2016, and semi-annually thereafter on each December 1 and June 1 until maturity, with the average interest rate on the Refunding Bonds being not in excess of 6%. Interest shall be mailed by first class mail to the registered owner of each Refunding Bond as of the applicable date of record.

The date of record shall be May 15 with respect to payments to be made on June 1 and November 15 with respect to payments to be made on December 1.

5. **Prior Redemption.** The Refunding Bonds maturing prior to December 1, 2024 shall not be subject to redemption prior to maturity. Refunding Bonds on or after December 1, 2024 shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after December 1, 2023. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such

portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

6. **Adjustment of Refunding Bond Maturities.** The Finance Director or City Manager of the City is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Refunding Bonds, as set forth in Section 6.

7. **Increase or Decrease in Aggregate Amount of Refunding Bonds.** In the event the amount necessary to refund the Refunded Bonds shall be more or less than currently estimated or it shall be necessary to adjust any maturity or maturities, the Finance Director or City Manager of the City shall increase or decrease the estimated principal amount of the Refunding Bonds by any amount to the extent required to avoid the issuance of more or less Refunding Bonds than will be required in light of the amount of Refunding Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Request for Proposal attached as *Exhibit B* shall so provide or be changed accordingly. In the event the City determines to contribute additional amounts toward the refunding of the bonds, the Refunding Bonds shall further be reduced by the amount of such contribution.

8. **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The Finance Director of the City shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Finance Director of the City from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Finance Director of the City who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository

trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Finance Director and City Clerk of the City after consultation with the depository trustee. The depository trustee may be the same as the Bond Registrar otherwise named by the Finance Director, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Finance Director may determine.

9. **Mutilated, Lost, Stolen or Destroyed Refunding Bonds.**

In the event any Refunding Bond is mutilated, lost, stolen, or destroyed, the Mayor and City Clerk of the City may, on behalf of the City, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Refunding Bond having a number not then outstanding, of like date, maturity and denomination as mutilated, lost, stolen, or destroyed.

In the case of a mutilated Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until such mutilated Refunding Bond is surrendered to the Bond Registrar. In the case of a lost, stolen, or destroyed Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until the City and the Bond Registrar have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Refunding Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Refunding Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Refunding Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Refunding Bond (or his or her attorney) to fully indemnify the City and the Bond Registrar against loss due to the lost, stolen or destroyed Refunding Bond and the issuance of any replacement Refunding Bond in connection therewith; and (iv) the agreement of the owner of the Refunding Bond (or his or her attorney) to pay all expenses of the City and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the City.

10. **Execution and Delivery.** The Mayor and Clerk of the City are hereby authorized and directed to execute the Refunding Bonds for and on behalf of the City by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Refunding Bonds shall be authenticated by the Bond Registrar before delivery. The Refunding Bonds shall be sealed with the City's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Refunding Bonds shall be delivered to the Finance Director of the City, or his agent, who is hereby authorized and directed to deliver the Refunding Bonds to the purchaser upon receipt in full of the purchase price for the Refunding Bonds.

11. **Security.** The full faith and credit of the City are hereby irrevocably pledged to the prompt payment of the principal of and interest on the Refunding Bonds when due. The City agrees to pledge for the repayment of the Refunding Bonds sufficient amounts of City taxes levied each year provided that the amount of taxes necessary to pay the principal and interest on the Refunding Bonds, together with the other taxes levied for the same year, shall not exceed the limit authorized by law and which taxes will be subject to applicable statutory and constitutional limitations on the taxing power of the City.

12. **Bond Payment Fund.** The City shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Refunding Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Refunding Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Refunding Bonds.

13. **Use of Proceeds.** The proceeds of the sale of the Refunding Bonds shall be used as follows:

- a. Accrued interest shall be transferred to the Bond Payment Fund created pursuant to Section 12 above;
- b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

14. **Escrow Agreement; Redemption of Refunded Bonds.** In order that the Refunded Bonds may be properly defeased in accordance with Act 34, the City shall enter into an escrow agreement (the "Escrow Agreement"), with a bank or trust company designated by the Finance Director of the City. The Escrow Agreement shall be in substantially the form attached as *EXHIBIT C* to this Resolution (with such changes, modifications and additions as may be approved by the Finance Director of the City). The Escrow Agreement shall be completed with appropriate figures prior to execution on behalf of the City by the Finance Director.

Upon execution of the Escrow Agreement and delivery of the Refunding Bonds, the City and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

15. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Finance Director of the City which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Refunding Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

16. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Refunding Bonds are payable. The Finance Director of the City shall select the depository or depositories to be used from those banks authorized in this Section.

17. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this Resolution, the City covenants that it will not at any time or times:

(a) Permit any proceeds of the Refunding Bonds or any other funds of the City or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Refunding Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Refunding Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Refunding Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Refunding

Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Refunding Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Refunding Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Refunding Bonds and the interest thereon from the State of Michigan income taxation.

18. **Qualified Tax-Exempt Obligations.** The Refunding Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless at the time the Refunding Bonds are issued, it is determined that the Refunding Bonds are eligible to be so designated, in which case the Request for Proposal shall thereby reflect such change in designation.

19. **Defeasance or Redemption of Refunding Bonds.** If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Refunding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Refunding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Refunding Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Refunding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Refunding Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Refunding Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the City and considered excess proceeds of the Refunding

Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Refunding Bonds, a description of the moneys or Government Obligations so held by it and that the City has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Refunding Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the City, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, the United States of America.

20. **Filing with Municipal Finance Division:** If necessary the City Manager, or if there is no City Manager, the Mayor is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Refunding Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

21. **Negotiated Sale - Request for Proposal:** The City hereby determines that in order to save the cost of publication of an official Request for Proposal that it will sell the Refunding Bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Consultant. The City's Financial Consultant is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the

purchase of the Refunding Bonds. The Request for Proposal shall be in substantially the form attached to this resolution as Exhibit D with such changes therein as are not inconsistent with this resolution and as are approved by the City Finance Director after conferring with Bond Counsel. Once all proposals are received, the City Finance Director shall determine the lowest true interest cost proposed and thereafter award the Refunding Bonds to the proposer meeting that criteria so long as such award will generate present value savings to the City. The Financial Consultant is hereby designated to act for and on behalf of the City to receive proposals for the purchase of the Refunding Bonds and to take all other steps necessary in connection with the sale and delivery thereof.

22. **Retention of Bond Counsel.** The firm of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance, sale and delivery of the Refunding Bonds.

23. **Retention of Financial Consultants.** Municipal Financial Consultants Incorporated, Grosse Pointe Farms, Michigan, is hereby retained to act as financial consultant and advisor to the City in connection with the sale and delivery of the Refunding Bonds.

24. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

25. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the City as soon as practicable after adoption.

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Discussion followed. The results of a roll-call vote on the foregoing resolution were as follows:

YES: \_\_\_\_\_  
\_\_\_\_\_  
NO: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

**CITY CLERK'S CERTIFICATE**

The undersigned, being the duly qualified and acting Clerk of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2015, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the City Council in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
James R. Hudson, City Clerk

[SEAL]

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**UNITED STATES OF AMERICA-STATE OF MICHIGAN**

**CITY OF PORTAGE**

**CAPITAL IMPROVEMENT REFUNDING BOND, SERIES 2015C**

<u>RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>	<u>CUSIP</u>
		_____ 1, _____	

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the City of Portage (the "City"), Kalamazoo County, State of Michigan, hereby acknowledges itself indebted and for value received, hereby promises to pay to, CEDE & CO., as nominee for THE DEPOSITORY TRUST COMPANY, New York, New York (the "Depository Trustee"), the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided. The Depository Trustee will act as securities depository for this refunding bond (the "Refunding Bond") and the other bonds of this series. Purchases of beneficial interests in the refunding bonds will be made in book-entry-only form, in denominations of \$5,000 each or any integral multiple thereof. The refunding bonds have an original issuance date of \_\_\_\_\_, \_\_\_\_\_, and will bear interest from the Date of Issuance payable on \_\_\_\_\_ 1, \_\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date or earlier redemption of this Refunding Bond. The principal, premium (if any) and interest on the refunding bonds will be paid at the principal corporate trust office of \_\_\_\_\_, the paying agent and bond registrar (the "Bond Registrar"). So long as the Depository Trustee or its nominee, CEDE & CO., is the registered owner of the refunding bonds, such payments will be made directly to the Depository Trustee or such nominee. Disbursement of such payments to the Depository Trustee is the responsibility of the Depository Trustee, and disbursements of such payments to the beneficial owners is the responsibility of the Depository Trustee Participants and Indirect Participants. Such payments of principal, premium (if any) or interest are payable in lawful money of the United Sates of America.

This Refunding Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), issued by the City, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with \_\_\_\_\_, \_\_\_\_\_, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of \_\_\_\_\_, \_\_\_\_\_. The

Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including \_\_\_\_\_, \_\_\_\_\_, the interest on the City's outstanding \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, maturing in the years \_\_\_\_ through \_\_\_\_ (the "Refunded Bonds") and (ii) on \_\_\_\_\_, to redeem the Refunded Bonds maturing in the years \_\_\_\_ through \_\_\_\_.

This Refunding Bond and the Refunding Bonds of this series are issued in anticipation of the collection of taxes to be levied by the City. In addition, if the foregoing collection of taxes is insufficient for any reason to make prompt payment of the principal of and interest on this Refunding Bond when due, the City shall make such payments from its general funds. The limited tax full faith and credit of the City is pledged for the payment of the principal of and interest on this Refunding Bond and the series of which this Bond is one. The City, however, does not have the power to levy any tax unlimited as to rate or amount for the payment of principal of and interest on this Refunding Bond or the Refunding Bonds of this series in excess of its constitutional, statutory or charter limitations.

The date of record for the payment of principal of, premium (if any) or interest on this Refunding Bond shall be the fifteenth (15) day of the month preceding the date such payment is due.

This Refunding Bond and the other refunding bonds of this series have \_\_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Refunding Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_\_ shall not be subject to redemption prior to maturity. Refunding Bonds on or after \_\_\_\_\_ 1, \_\_\_\_\_ shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

This Refunding Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FRONT SIDE HEREOF.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this Refunding Bond and the other bonds of this series, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Portage, Kalamazoo County, Michigan, by its City Council has caused this Refunding Bond to be executed in its name with the facsimile signatures of its Finance Director and its Mayor, has caused a facsimile of its seal to be affixed hereto, and has caused this Refunding Bond to be authenticated by the Bond Registrar, as the City's authenticating agent, all as of the Date of Issuance set forth above.

**CITY OF PORTAGE**

By:  
Mayor

[SEAL]

By:  
Clerk

DATE OF AUTHENTICATION:

**BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

This is Refunding Bond is one of a series of bonds designated "City of Portage Capital Improvement Refunding Bonds, Series 2015C".

\_\_\_\_\_  
\_\_\_\_\_, Michigan  
as Bond Registrar and Authenticating Agent

By:

Authorized Representative

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ this Refunding Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this Refunding Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature:

\_\_\_\_\_  
Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Refunding Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Refunding Bond unless the information concerning the transferee requested below is provided:

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

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ORDER ADJUSTING MATURITIES

\$ \_\_\_\_\_

**CITY OF PORTAGE  
CAPITAL IMPROVEMENT REFUNDING BOND, SERIES 2015C**

The undersigned, \_\_\_\_\_ of the City of Portage, as authorized in the Award Order for the above referenced refunding bonds signed by the Finance Director of the City of Portage on \_\_\_\_\_ 1, \_\_\_\_\_, hereby establishes the final maturities for said refunding bonds with interest rates thereon, as follows:

Due	<u>Amount</u>	<u>Rate</u>
____ 1		

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Portage \_\_\_\_\_

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ESCROW AGREEMENT

**CITY OF PORTAGE  
County of Kalamazoo, State of Michigan**

This escrow agreement (the "Agreement"), dated as of \_\_\_\_\_, \_\_\_\_\_, is between the CITY OF PORTAGE, State of Michigan (the "City") and \_\_\_\_\_, as escrow agent (the "Escrow Agent").

WHEREAS, the City has previously issued the following bonds of which the principal amounts listed below remain outstanding:

<u>Prior Bonds</u> <b>City of Portage</b> <hr/> _____ Bonds, Series _____ dated _____ (the "Prior Bonds")	Outstanding Principal \$ _____ maturing in the years _____ thru _____
---	--

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in APPENDIX I to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on \_\_\_\_\_ 1, \_\_\_\_\_ and on that date of redeeming the Prior Bonds maturing in the years \_\_\_\_\_ through \_\_\_\_\_ in the total aggregate principal amount of \$\_\_\_\_\_ (the "Refunded Bonds"), the City has, pursuant to a refunding bond resolution adopted on \_\_\_\_\_ (the "Resolution") authorized the issuance of a series of refunding bonds dated \_\_\_\_\_ 1, \_\_\_\_\_, as designated and described in the Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Refunding Bond Resolution, the Escrow Agent has been appointed by the City for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Finance Director of the City has been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the City and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

**Section 1. Appointment of Escrow Agent.** The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its

duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the City of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Authority, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the City signed by (i) the City Clerk or Finance Director of the City, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed

necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the City Clerk or Finance Director of the City to the effect that a resolution in the form attached to such certificate has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the City from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by

the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, at its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such

writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

**Section 2. Escrow Fund.** On \_\_\_\_\_, \_\_\_\_\_ the City will irrevocably deposit moneys with the Escrow Agent for the account of the City from the proceeds of the Refunding Bonds (\$\_\_\_\_\_) to establish the Escrow Fund for the Refunded Bonds in an amount which together with the income from the escrow assets, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) principal and the interest on the Refunded Bonds that become due on \_\_\_\_\_ 1, \_\_\_\_\_ and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

**Section 3. Redemption of Refunded Bonds.** The City will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

<u>Prior Bonds</u> <b>City of Portage</b> <hr/> <u>        </u> <b>Bonds, Series</b> <u>        </u> <b>dated</b> <u>        </u>	Principal to be Refunded \$ <u>        </u> <b>maturing in</b> <b>the years</b> <u>        </u> <b>thru</b> <u>        </u>
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The City by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the City not more than sixty (60) nor less than forty-five (45) days before \_\_\_\_\_ 1, \_\_\_\_\_, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as APPENDIX II. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in APPENDIX II, to the registered owner or owners at the addresses listed on the registration books of the City maintained by the paying agent for the Refunded Bonds.

**Section 4. Investments.** As directed by the City, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or obligations the principal of, premium (if any) and interest on which are fully guaranteed by the United States of America described on APPENDIX III ("Investment Securities"), except for \_\_\_\_\_ (\$\_\_\_\_) which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds. The Escrow Agent agrees to cause to be purchased United States Government Obligations known as "SLGS" (State and Local Government Series) from the United States Department of Treasury on the date shown in APPENDIX III.

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

**Section 5. Use of Moneys.** Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the City agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

**Section 6. Deficiency in Escrow Fund.** At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the City of such deficiency, as provided for under Section 12 below.

**Section 7. Reports to City.** The Escrow Agent shall deliver to the Finance Director of the City a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of February of each year shall deliver to the City a list of assets of the Escrow Fund as of December 31 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

**Section 8. Fees of Escrow Agent.** The Escrow Agent agrees with the City that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

**Section 9. Payments from Escrow Fund.** The Escrow Agent shall without further authorization or direction from the City, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in APPENDIX IV and APPENDIX V. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The City represents and warrants that the Escrow Fund will be sufficient to make the

foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the City, and this Agreement shall cease.

**Section 10. Interest of Bondholders Not Affected.** The Escrow Agent and the City recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

**Section 11. Escrow Agent Not Obligated.** None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

**Section 12. Payment of Other Amounts.** The City agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

**Section 13. Segregation of Funds.** The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the City under this Agreement, in a separate escrow account.

**Section 14. Resignation of Escrow Agent.** The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the City. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the City. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the City.

If the City shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the City.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

**Section 15. Benefit.** This Agreement shall be for the sole and exclusive benefit of the City, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**Section 16. Severability.** If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 17. Notices.** Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

**If to the City:**

**If to the Escrow Agent:**

The City and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

**Section 18. Costs of Issuance.** Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the Finance Director of the City, under the "Closing Memorandum", and shall be paid on \_\_\_\_\_, \_\_\_\_.

**Section 19. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

**CITY OF PORTAGE**

By: \_\_\_\_\_

Its: Finance Director of the City

\_\_\_\_\_  
**as Escrow Agent**

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPENDIX I

\$ \_\_\_\_\_

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**REMAINING ORIGINAL DEBT SERVICE SCHEDULE**

Bond Registrar and Paying Agent:

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APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

**NOTICE OF REDEMPTION**

\$ \_\_\_\_\_

Dated as of \_\_\_\_\_

DUE \_\_\_\_\_ 1, \_\_\_\_\_ THROUGH \_\_\_\_\_ 1, \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the City of Portage, County of Kalamazoo, Michigan has called for redemption, on \_\_\_\_\_ 1, \_\_\_\_\_ (the "Redemption Date"), all of the callable outstanding \_\_\_\_\_ pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of \_\_\_\_\_ 1, \_\_\_\_\_ maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

<u>Principal</u>	<u>Rate</u>	<u>CUSIPS*</u>	<u>Due</u>
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Said Bonds will be redeemed at \_\_\_\_\_% of the par value thereof.

Said Bonds should be surrendered for redemption to \_\_\_\_\_, as paying agent, for payment as of the Redemption Date, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 2002, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

\* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein.

CITY OF PORTAGE, COUNTY OF KALAMAZOO, MICHIGAN

APPENDIX III

\$ \_\_\_\_\_

\_\_\_\_\_  
Dated as of \_\_\_\_\_

**Investment Securities to be Acquired Pursuant  
to the Escrow Agreement**

<u>Purchase Date</u>	<u>Investment Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Investment Type</u>
	_____			Uninvested Cash
	\$ <u>_____</u>			Total Escrow Requirement

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APPENDIX IV

\$ \_\_\_\_\_

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Dated as of \_\_\_\_\_

Redemption Schedule

Redemption Premium: \_\_\_\_\_%

Date	Principal	Interest	Redeemed Principal	Redemption Premium	Total Debt Service	Annual Total
<hr/>						
<hr/>						

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APPENDIX V

\$ \_\_\_\_\_

\_\_\_\_\_  
Dated as of \_\_\_\_\_

ESCROW CASH FLOW ANALYSIS

\_\_-\_\_- Beginning Cash \$\_\_\_\_  
\_\_ Balance:

	Beginning							Ending	
	Cash	SLG	SLG	SLG		Debt	Net	Cash	_____ %
Date	Balance	Principal	Rate	Interest	Total	Service	Cash Flow	Balance	Present
						Defeasance			Value

---

Total Cost of Escrow  
Securities:

\_\_\_\_\_  
=

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[FORM OF REQUEST FOR PROPOSAL]  
OFFICIAL REQUEST FOR PROPOSAL

§ \_\_\_\_\_

KALAMAZOO COUNTY  
State of Michigan  
CITY OF PORTAGE

**CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015C**

**SEALED OR ELECTRONIC PROPOSALS:** Sealed written proposals for the purchase of the bonds described herein (the "Refunding Bonds") will be received by the undersigned on behalf of the City of Portage (the "City"), at the office of the City Finance Director, 7900 South Westnedge Ave., Portage, Michigan, 49002 on \_\_\_\_\_, \_\_\_\_\_, until \_\_:\_\_ .m., Eastern \_\_\_\_\_ Time, at which time and place the proposals will be publicly opened and read.

In the alternative, sealed written proposals will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be publicly opened simultaneously. Proposals received at Portage, Michigan will be read first followed by proposals received at the alternate location. Proposers may choose either location to present proposals and good faith checks, but not both locations.

Any proposer may submit a proposal in person to either proposing location. However, no proposer is authorized to submit a FAX proposal to Portage, Michigan.

Also in the alternative, electronic proposals will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2<sup>nd</sup> floor, New York, New York, 10018, (212) 849-5021.

If any provision of this Request for Proposal shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Request for Proposal shall control.

**The Refunding Bonds will be awarded or all proposals will be rejected by the City Finance Director at a proceeding to be held within twenty-four hours of the sale.**

**BOND DETAILS:** The Refunding Bonds will be dated \_\_\_\_\_ 1, \_\_\_\_\_ and will be known as "City of Portage Capital Improvement Refunding Bonds, Series 2015C". The Refunding Bonds will be fully registered Refunding Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and

will bear interest from their date payable \_\_\_\_\_ 1, \_\_\_\_ and semi-annually thereafter until maturity. The Refunding Bonds will mature on the 1st day of \_\_\_\_\_ in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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**PRIOR REDEMPTION:** The Refunding Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Refunding Bonds on or after \_\_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Refunding Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a refunding bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Refunding Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Refunding Bond a new refunding bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each refunding bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the refunding bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Refunding Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

**INTEREST RATE AND PROPOSING DETAILS:** The Refunding Bonds shall bear interest at a rate or rates not exceeding \_\_\_% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Refunding Bonds, at a price less than \_\_\_% of their par value or at an interest rate or rates that will result in a net interest cost exceeding \_\_%, will be considered.

**TERM BOND OPTION:** Refunding Bonds maturing in the years \_\_\_\_-\_\_\_\_, inclusive, are eligible for designation by the original purchaser at the time of sale as serial refunding bonds or term

refunding bonds, or both. There may be more than one term bond maturity. However, principal maturities designated as term refunding bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on \_\_\_\_\_ 1st of the year in which the Refunding Bonds are presently scheduled to mature. Each maturity of term refunding bonds and serial refunding bonds must carry the same interest rate. Any such designation must be made at the time the proposals are submitted.

**BOOK-ENTRY-ONLY:** The Refunding Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Refunding Bonds. Purchase of the Refunding Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Refunding Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Refunding Bonds.

**BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:** \_\_\_\_\_, \_\_\_\_\_, Michigan has been selected as paying agent and bond registrar (the "Bond Registrar") for the Refunding Bonds. The Bond Registrar will keep records of the registered holders of the Refunding Bonds, serve as transfer agent for the Refunding Bonds, authenticate the original and any re-issued refunding bonds and pay interest by check or draft mailed to the registered holders of the Refunding Bonds as shown on the registration books of the City kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Refunding Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Refunding Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Refunding Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Refunding Bonds. The City may from time to time as required designate a successor bond registrar and paying agent.

**PURPOSE AND SECURITY:** The Refunding Bonds are to be issued pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), for the purpose of refunding the City of Portage \_\_\_\_\_ Bonds, Series \_\_\_\_\_, dated \_\_\_\_\_ maturing in the years \_\_\_\_\_ through \_\_\_\_\_ (the "Refunded Bonds"), of which \$\_\_\_\_\_ remains outstanding and is being refunded. The Refunding Bonds are issued in anticipation of, and payable primarily from, the collection of taxes to be levied by the City. In addition, if the foregoing collection of taxes is insufficient for any reason to make prompt payment of

the principal of and interest on this Refunding Bond when due, the City shall make such payments from its general funds. The limited tax full faith and credit of the City is pledged for the payment of the principal of and interest on the Refunding Bonds. The City, however, does not have the power to levy any tax unlimited as to rate or amount for the payment of principal of and interest on the Refunding Bonds in excess of its constitutional, statutory or charter limitations.

**ESCROW AGENT:** Proceeds from the Refunding Bonds will be transferred to \_\_\_\_\_, \_\_\_\_\_, Michigan as escrow agent (the "Escrow Agent") under an escrow agreement dated \_\_\_\_\_ 1, \_\_\_\_\_ (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

**ADJUSTMENT IN PRINCIPAL AMOUNT:** The aggregate principal amount of this issue has been determined as the amount necessary to defease the Refunded Bonds and pay a portion or all of the costs of issuance of the Refunding Bonds, assuming certain conditions and events exist on the date of sale. The City reserves the right to increase or decrease the total par amount of the Refunding Bonds by any amount prior to the sale or following the opening of proposals. The increase or decrease may be made in any one or more maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful proposer for all maturities will not change. The successful proposer may not withdraw the proposal as a result of any changes made within these limits.

**ADJUSTMENT IN DISCOUNT:** In the event the principal amount of this issue is increased or decreased, the premium or discount proposed, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally proposed.

**BOND INSURANCE AT PURCHASER'S OPTION:** If the Refunding Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the proposer/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Refunding Bonds. Any increased costs of issuance of the Refunding Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE REFUNDING BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE REFUNDING BONDS FROM THE CITY.

**GOOD FAITH:** A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$\_\_\_\_\_) of the face amount of the Refunding Bonds, and payable to the order of the City will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Refunding Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Refunding Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be cashed immediately, in which event, payment of the balance of the purchase price of the Refunding Bonds shall be made at the closing.

**AWARD OF THE REFUNDING BONDS - TRUE INTEREST COST:** The Refunding Bonds will be awarded to the proposer whose proposal produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on \_\_\_\_\_ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_ in an amount equal to the price proposed, excluding accrued interest. \_\_\_\_\_ is the anticipated date of delivery of the Refunding Bonds.

**LEGAL OPINION:** Proposals shall be conditioned upon the approving opinion of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan (the "Bond Counsel") a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Refunding Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Refunding Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

**TAX MATTERS:** In the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Refunding Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax

preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Refunding Bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

**"QUALIFIED TAX EXEMPT OBLIGATIONS"**: The Refunding Bonds have \_\_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

**CERTIFICATE REGARDING "ISSUE PRICE"**: The Purchaser will be required, as a condition of delivery of the Refunding Bonds, to certify the "issue price" of the Refunding Bonds within the meaning of Section 1273 of the Code, which will include a representation that at least 10 percent of each maturity of the Refunding Bonds has been sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at a price not exceeding the stated initial offering price. In addition, if the successful proposer will obtain a municipal bond insurance policy or other credit enhancement for the Refunding Bonds in connection with their original issuance, the successful proposer will be required, as a condition of delivery of the Refunding Bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**DELIVERY OF REFUNDING BONDS**: The City will furnish Refunding Bonds ready for execution at its expense. Refunding Bonds will be delivered without expense to the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Refunding Bonds, will be delivered at the time of delivery of the Refunding Bonds. If the Refunding Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45<sup>th</sup> day following the date of receipt of proposals or the first business day thereafter if said 45<sup>th</sup> day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Refunding Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the City shall promptly return the good faith deposit. Payment for the Refunding Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Refunding Bonds shall be paid by the Purchaser at the time of delivery. **Notwithstanding the foregoing, the successful proposer will be required to pay for and accept delivery of the Refunding Bonds on \_\_\_\_\_.**

**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE:** In order to assist proposers in complying with SEC Rule 15c2-12, as amended, the City will covenant to undertake (pursuant to a resolution adopted or to be adopted by their governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Refunding Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the City, a form of which is included in the nearly final official statement and in the final official statement.

**OFFICIAL STATEMENT:**

**Hard Copy**

A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the City for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful proposer shall supply to the City within twenty-four hours (24) after the award of the Refunding Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

**Internet**

In addition, the City has authorized the preparation and distribution of a Nearly Final Official Statement containing information relating to the Refunding Bonds via the Internet. The Nearly Final Official Statement can be viewed and downloaded at [www.i-dealprospectus.com/PDF.asp?doc=\\_\\_\\_](http://www.i-dealprospectus.com/PDF.asp?doc=___) or at [www.tm3.com](http://www.tm3.com).

The City will furnish to the successful proposer, at no cost, \_\_\_ copies of the Final Official Statement within seven (7) business days after the award of the Refunding Bonds. Additional copies will be supplied upon the proposer's agreement to pay the cost incurred by the City for those additional copies.

The City shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the City and the Refunding Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make statements therein, in light of the circumstances under which they were made, not misleading.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Refunding Bonds, but neither the failure to print

such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Refunding Bonds. All expenses for printing CUSIP numbers on the Refunding Bonds shall be paid for by the City, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

**PROPOSER CERTIFICATION: NOT "IRAN-LINKED BUSINESS:"** By submitting a proposal, the proposer shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 17, Public Acts of Michigan, 2012; MCL 129.311 et seq.

**FURTHER INFORMATION:** Additional information may be obtained from Meredith A. Shanle, Municipal Financial Consultants Incorporated, 21 Kercheval Ave., Suite 360, Grosse Pointe Farms, Michigan 48236, telephone (313) 884-1550.

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.**

**ENVELOPES:** Envelopes containing the proposals should be plainly marked "Proposal for City of Portage Capital Improvement Refunding Bonds, Series 2015C."

\_\_\_\_\_  
Finance Director  
City of Portage

las.r1-por220

**CITY OF PORTAGE**

At a \_\_\_\_\_ meeting of the City Council of the City of Portage held at 7900 South Westnedge Ave., Portage, Michigan, 49002 on \_\_\_\_\_, 2015 at \_\_:\_\_ \_\_.m. Eastern Daylight Savings Time, there were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**RESOLUTION APPROVING THE UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE BY THE CITY OF PORTAGE FOR THE CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015C**

WHEREAS, the City of Portage (the "City") by resolution of its Council has approved the issuance of the City of Portage Capital Improvement Refunding Bonds, Series 2015C in the principal amount of not to exceed \$13,000,000 (the "Refunding Bonds"); and

WHEREAS, Bond Counsel, in order to comply with federal securities regulations, has prepared this resolution.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF PORTAGE as follows:

1. This Council, for and on behalf of the City of Portage, hereby covenants and agrees, for the benefit of the beneficial owners of the Refunding Bonds to be issued by the City of Portage for the Project, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form attached to the official statement for the Refunding Bonds. The Undertaking shall be enforceable by the beneficial owners of the Refunding Bonds or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the City's obligations hereunder and under the Undertaking), and any failure by the City to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Refunding Bonds.

The Mayor, City Finance Director, City Clerk and/or other officer of the City charged with the responsibility for issuing the Refunding Bonds shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the City's Undertaking.

2. The Disclosure Certificate as attached to the official statement for the Refunding Bonds is hereby approved as is the execution thereof by the designated officials.

3. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: \_\_\_\_\_  
\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**CERTIFICATION**

The undersigned, being the duly qualified and acting Clerk of the City of Portage, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Council of the City of Portage at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2015, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Clerk, City of Portage

SEAL

las.rc-por220



Preliminary

**\$12,395,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015C**  
**(Refunds Series 2007 Bonds)**

**NET SOURCES AND USES**

Dated Date: 10/01/15  
Closing Date: 10/28/15

Sources:

Bond Proceeds	\$12,395,000.00
Underwriter's Premium	0.00
Accrued Interest	23,332.50
	<hr/>
	<u>\$12,418,332.50</u>

Uses:

Escrow Fund	\$12,175,000.00
Costs of Issuance	95,000.00
Underwriter's Discount (1.0%)	123,950.00
Interest Account	23,332.50
Available Amount	1,050.00
	<hr/>
	<u>\$12,418,332.50</u>

Net Savings:	\$974,163.75
Present Value Savings:	\$846,064.22
Percent of refunded par:	6.949%



**\$12,395,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015C**

**NEW DEBT SERVICE**

<u>Date</u>	<u>Principal</u>	<u>Price</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Fiscal Total</u>
06/01/16				\$207,400.00	\$207,400.00	\$207,400.00
12/01/16	\$525,000.00	100.000%	2.000%	155,550.00	680,550.00	
06/01/17				150,300.00	150,300.00	830,850.00
12/01/17	1,330,000.00	100.000%	2.000%	150,300.00	1,480,300.00	
06/01/18				137,000.00	137,000.00	1,617,300.00
12/01/18	1,340,000.00	100.000%	2.000%	137,000.00	1,477,000.00	
06/01/19				123,600.00	123,600.00	1,600,600.00
12/01/19	1,400,000.00	100.000%	2.000%	123,600.00	1,523,600.00	
06/01/20				109,600.00	109,600.00	1,633,200.00
12/01/20	1,480,000.00	100.000%	2.000%	109,600.00	1,589,600.00	
06/01/21				94,800.00	94,800.00	1,684,400.00
12/01/21	1,470,000.00	100.000%	3.000%	94,800.00	1,564,800.00	
06/01/22				72,750.00	72,750.00	1,637,550.00
12/01/22	1,585,000.00	100.000%	3.000%	72,750.00	1,657,750.00	
06/01/23				48,975.00	48,975.00	1,706,725.00
12/01/23	1,380,000.00	100.000%	3.000%	48,975.00	1,428,975.00	
06/01/24				28,275.00	28,275.00	1,457,250.00
12/01/24	1,110,000.00	100.000%	3.000%	28,275.00	1,138,275.00	
06/01/25				11,625.00	11,625.00	1,149,900.00
12/01/25	775,000.00	100.000%	3.000%	11,625.00	786,625.00	786,625.00

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	<u>\$12,395,000.00</u>		<u>\$1,916,800.00</u>	<u>\$14,311,800.00</u>	<u>\$14,311,800.00</u>
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Dated Date: 10/01/15	Principal:	\$12,395,000.00
Closing Date: 10/28/15	Accrued Interest:	23,332.50
Arbitrage Yield: 2.691344%	Credit Enhancement:	0.00
	Orig Issue Prem/(Disc):	0.00

\$12,418,332.50

\* Yield to Call Bonds.

N.I.C.: 0.000000%



**\$12,395,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015C**

ARBITRAGE YIELD WORKSHEET

Date	Principal	Coupon	Interest	Total Debt Service	Fiscal Total	2.69134%
						Present Value Debt Service
06/01/16			\$207,400.00	\$207,400.00	\$207,400.00	\$204,145.24
12/01/16	\$525,000.00	2.000%	155,550.00	680,550.00		660,975.46
06/01/17			150,300.00	150,300.00	830,850.00	144,038.66
12/01/17	1,330,000.00	2.000%	150,300.00	1,480,300.00		1,399,795.60
06/01/18			137,000.00	137,000.00	1,617,300.00	127,829.25
12/01/18	1,340,000.00	2.000%	137,000.00	1,477,000.00		1,359,831.09
06/01/19			123,600.00	123,600.00	1,600,600.00	112,283.96
12/01/19	1,400,000.00	2.000%	123,600.00	1,523,600.00		1,365,730.54
06/01/20			109,600.00	109,600.00	1,633,200.00	96,939.19
12/01/20	1,480,000.00	2.000%	109,600.00	1,589,600.00		1,387,303.55
06/01/21			94,800.00	94,800.00	1,684,400.00	81,636.95
12/01/21	1,470,000.00	3.000%	94,800.00	1,564,800.00		1,329,633.86
06/01/22			72,750.00	72,750.00	1,637,550.00	60,995.95
12/01/22	1,585,000.00	3.000%	72,750.00	1,657,750.00		1,371,455.91
06/01/23			48,975.00	48,975.00	1,706,725.00	39,979.01
12/01/23	1,380,000.00	3.000%	48,975.00	1,428,975.00		1,151,004.53
06/01/24			28,275.00	28,275.00	1,457,250.00	22,472.42
12/01/24	1,110,000.00	3.000%	28,275.00	1,138,275.00		892,666.39
06/01/25			11,625.00	11,625.00	1,149,900.00	8,995.59
12/01/25	775,000.00	3.000%	11,625.00	786,625.00	786,625.00	600,619.35

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<u>\$12,395,000.00</u>	<u>\$1,916,800.00</u>	<u>\$14,311,800.00</u>	<u>\$14,311,800.00</u>	<u>\$12,418,332.50</u>
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Dated Date: 10/01/15	Principal: \$12,395,000.00
Closing Date: 10/28/15	Accrued Interest: 23,332.50
Arbitrage Yield: 2.691344%	Credit Enhancement: 0.00
	Orig Issue Prem/(Disc): 0.00
	<u>\$12,418,332.50</u>

\* For purposes of the arbitrage yield calculation we have redeemed the premium bonds (\_/01/20\_\_ through



**\$12,395,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2015C**

**NET PRESENT VALUE SAVINGS ANALYSIS**

Net Present Value Savings/(Loss):      \$846,064.22

Date	Outstanding Debt Service	Remaining Non-Refunded Debt-Service	New Debt Service	Net Savings/(Loss)	Fiscal Net Savings/(Loss)	2.69134% Present Value Savings/(Loss)
12/01/15	\$646,554.38	\$646,554.38	\$0.00	\$0.00		\$0.00
06/01/16	267,304.38		184,067.50 *	83,236.88	\$83,236.88	82,296.79
12/01/16	662,304.38		680,550.00	(18,245.63)		(17,720.83)
06/01/17	259,404.38		150,300.00	109,104.38	90,858.75	104,559.20
12/01/17	1,469,404.38		1,480,300.00	(10,895.63)		(10,303.08)
06/01/18	234,448.13		137,000.00	97,448.13	86,552.50	90,924.97
12/01/18	1,484,448.13		1,477,000.00	7,448.13		6,857.27
06/01/19	206,323.13		123,600.00	82,723.13	90,171.25	75,149.52
12/01/19	1,546,323.13		1,523,600.00	22,723.13		20,368.64
06/01/20	176,173.13		109,600.00	66,573.13	89,296.25	58,882.71
12/01/20	1,631,173.13		1,589,600.00	41,573.13		36,282.43
06/01/21	144,890.63		94,800.00	50,090.63	91,663.75	43,135.50
12/01/21	1,614,890.63		1,564,800.00	50,090.63		42,562.75
06/01/22	112,734.38		72,750.00	39,984.38	90,075.00	33,524.19
12/01/22	1,717,734.38		1,657,750.00	59,984.38		49,625.05
06/01/23	77,625.00		48,975.00	28,650.00	88,634.38	23,387.42
12/01/23	1,497,625.00		1,428,975.00	68,650.00		55,295.90
06/01/24	45,675.00		28,275.00	17,400.00	86,050.00	13,829.18
12/01/24	1,220,675.00		1,138,275.00	82,400.00		64,620.33
06/01/25	19,237.50		11,625.00	7,612.50	90,012.50	5,890.66
12/01/25	874,237.50		786,625.00	87,612.50	87,612.50	66,895.61
<hr/>						
	<u>\$15,909,185.63</u>	<u>\$646,554.38</u>	<u>\$14,288,467.50</u>	<u>\$974,163.75</u>	<u>\$974,163.75</u>	<u>\$846,064.22</u>

\* Less accrued interest.



**\$13,890,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2007**

**REMAINING ORIGINAL DEBT SERVICE SCHEDULE**

						2.69134%	
<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Fiscal Total</b>	<b>Present Value Debt Service</b>	
12/01/15	\$370,000.00	5.000%	\$276,554.38	\$646,554.38		\$644,971.86	
06/01/16			267,304.38	267,304.38	\$913,858.75	263,109.53	
12/01/16	395,000.00	4.000%	267,304.38	662,304.38		643,254.63	
06/01/17			259,404.38	259,404.38	921,708.75	248,597.86	
12/01/17	1,210,000.00	4.125%	259,404.38	1,469,404.38		1,389,492.52	
06/01/18			234,448.13	234,448.13	1,703,852.50	218,754.22	
12/01/18	1,250,000.00	4.500%	234,448.13	1,484,448.13		1,366,688.36	
06/01/19			206,323.13	206,323.13	1,690,771.25	187,433.48	
12/01/19	1,340,000.00	4.500%	206,323.13	1,546,323.13		1,386,099.18	
06/01/20			176,173.13	176,173.13	1,722,496.25	155,821.90	
12/01/20	1,455,000.00	4.300%	176,173.13	1,631,173.13		1,423,585.97	
06/01/21			144,890.63	144,890.63	1,776,063.75	124,772.46	
12/01/21	1,470,000.00	4.375%	144,890.63	1,614,890.63		1,372,196.61	
06/01/22			112,734.38	112,734.38	1,727,625.00	94,520.15	
12/01/22	1,605,000.00	4.375%	112,734.38	1,717,734.38		1,421,080.96	
06/01/23			77,625.00	77,625.00	1,795,359.38	63,366.43	
12/01/23	1,420,000.00	4.500%	77,625.00	1,497,625.00		1,206,300.43	
06/01/24			45,675.00	45,675.00	1,543,300.00	36,301.60	
12/01/24	1,175,000.00 *	4.500%	45,675.00	1,220,675.00		957,286.73	
06/01/25			19,237.50	19,237.50	1,239,912.50	14,886.25	
12/01/25	855,000.00 *	4.500%	19,237.50	874,237.50	874,237.50	667,514.96	
			<u>\$12,545,000.00</u>	<u>\$3,364,185.63</u>	<u>\$15,909,185.63</u>	<u>\$15,909,185.63</u>	<u>\$13,886,036.08</u>

\*Term Bonds



**\$13,890,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2007**

**REMAINING NON-REFUNDED ORIGINAL DEBT SERVICE SCHEDULE**

						2.69134%
<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Fiscal Total</b>	<b>Present Value Debt Service</b>
12/01/15	\$370,000.00	5.000%	\$276,554.38	\$646,554.38	\$646,554.38	\$644,971.86
	<u>\$370,000.00</u>		<u>\$276,554.38</u>	<u>\$646,554.38</u>	<u>\$646,554.38</u>	<u>\$644,971.86</u>



**\$13,890,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2007**

REDEMPTION SCHEDULE

Redemption Premium: 0.00%

<b>Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Redeemed Principal</b>	<b>Redemption Premium</b>	<b>Total Debt Service</b>	<b>Fiscal Total</b>	<b>2.69134% Present Value</b>
12/01/15	\$0.00	\$0.00	\$12,175,000.00	\$0.00	\$12,175,000.00	\$12,175,000.00	\$12,145,200.31
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$12,175,000.00</u>	<u>\$0.00</u>	<u>\$12,175,000.00</u>	<u>\$12,175,000.00</u>	<u>\$12,145,200.31</u>



**\$13,890,000**  
**City of Portage**  
**Capital Improvement Refunding Bonds, Series 2007**

**ESCROW CASH FLOW ANALYSIS**

October 28, 2015 Beginning Cash Balance: \$12,175,000.00 \*

<b>Date</b>	<b>Beginning Cash Balance</b>	<b>SLGS Principal</b>	<b>SLGS Rate</b>	<b>SLGS Interest</b>	<b>SLGS Total</b>	<b>Debt Service Defeasance</b>	<b>Ending Cash Balance</b>	<b>0.00000% Present Value</b>
10/28/15	\$12,175,000.00						\$12,175,000.00	
12/01/15	12,175,000.00	\$0.00	0.000%	\$0.00	\$0.00	\$12,175,000.00	0.00	\$0.00
		<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$12,175,000.00</u>		<u>\$0.00</u>

Total Cost of Escrow Requirements: \$12,175,000.00

\* Non-Interest bearing cash deposit held with the Escrow Agent.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Ice Control Salt Purchase

**SUPPORTING PERSONNEL:** Rod Russell, Director of Public Services

**ACTION RECOMMENDED:** That City Council award a contract to:

- a. Compass Minerals America, Inc. in the low bid amount of \$62.59 per ton for 2,800 tons of ice control salt at a total cost not to exceed \$175,252 for early delivery;
- b. Compass Minerals America, Inc. in the low bid amount of \$64.50 per ton for 1,500 tons of ice control salt at a total cost not to exceed \$96,750 for seasonal back up on an as-needed basis; and

authorize the City Manager to execute all documents related to these purchases on behalf of the city.

Each year the city participates in the Michigan Delivering Extended Agreements Locally (MiDEAL) program for the procurement of winter ice control salt. This cooperative purchasing program provides the city excellent economic savings due to the large volume purchasing power of the state. The state request for ice control salt bids is structured for early deliveries, as well as seasonal back-up quantities delivered on an as-needed basis. Salt continues to be the most cost-effective deicing agent for assuring safe roadway travel during the winter months.

It is recommended that City Council approve the purchase in the amount of \$175,252 from Compass Minerals America, Inc. for the early delivery of 2,800 tons of ice control salt at the low bid price of \$62.59 per ton, which represents a two percent (2%) decrease in the price per ton from FY 2014-2015. In addition, it is recommended that City Council approve the purchase in the amount of \$96,750 from Compass Minerals for 1,500 tons of ice control salt for seasonal back up on an as-needed basis at \$64.50 per ton, which represents a nine percent (9%) decrease in price per ton from FY 2014-2015.

**FUNDING:** Funds are budgeted and available for this purchase in the Major and Local Streets budgets.

**Attachments:** 1. N/A

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Extension of the AT&T Master Contract Agreement

**SUPPORTING PERSONNEL:** Devin Mackinder, Director of Technology Services

**ACTION RECOMMENDED:** That City Council approve the extension of the AT&T Services Master Contract Agreement for the continuation of telecommunication services through October 2017 in the annual amount of approximately \$59,000 and authorize the City Manager to execute all related documents on behalf of the city.

In October 2012, City Council approved the AT&T Services Master Contract Agreement for the continuation of telecommunications services through October 2015. The agreement allowed the city to reduce telecommunications related expenditures by approximately \$17,000 annually as part of a special MI-Deal government pricing program.

Earlier this year, AT&T offered to extend the agreement through October 2017 to enable the city to continue to receive the annual savings provided through the special MI-Deal government pricing program. This will not be offered with future AT&T contract agreements. The agreement provides for services which include backup Centrex lines, public safety alarm system analog circuit lines and basic local and long-distance phone service.

Therefore, it is recommended that City Council approve the extension of the AT&T Services Master Contract Agreement for the continuation of telecommunication services through October 2017 in the annual amount of approximately \$59,000 and authorize the City Manager to execute all related documents on behalf of the city.

**FUNDING:** Funds are budgeted and available in the Fiscal Year 2015-2016 Budget.

**Attachments:** 1. N/A

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Request for a New Resort A-Hotel Liquor License

**SUPPORTING PERSONNEL:** James Hudson, City Clerk

**ACTION RECOMMENDED:** That City Council grant the request for a New Resort A-Hotel Liquor License from TMI Hospitality at 500 Trade Centre Way (Portage Homewood Suites).

The Michigan Liquor Control Commission (MLCC) has requested Portage City Council consideration of the attached Resolution for a New Resort A-Hotel Liquor License from TMI Hospitality at 500 Trade Centre Way (Portage Homewood Suites).

The Community Development, Finance and Public Safety departments recently completed administrative approvals for this request subject to final inspection once construction is completed. Therefore, it is recommended that City Council adopt the Resolution.

**FUNDING:** N/A

**Attachments:** 1. Resolution

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LIQUOR CONTROL COMMISSION

**RESOLUTION**

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
(Regular or Special) (Township Board, City or Village Council)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ P.M.

The following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

**That the request from:** TMI Hospitality for a New Resort A-Hotel Liquor License,  
500 Trade Centre Way (Portage Homewood Suites).

be considered for \_\_\_\_\_  
(Approval or Disapproval)

**APPROVAL**

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

It is the consensus of this legislative body that the application be:

\_\_\_\_\_ for issuance  
(Recommended or not Recommended)

State of Michigan \_\_\_\_\_)

County of \_\_\_\_\_)

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

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
(Township Board, City or Village Council) (Regular or Special)

meeting held on \_\_\_\_\_  
(Date)

SEAL

(Signed) \_\_\_\_\_  
(Township, City or Village Clerk)

\_\_\_\_\_  
(Mailing address of Township, City or Village)

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Board & Commission Interviews

**SUPPORTING PERSONNEL:** James Hudson, City Clerk

**ACTION RECOMMENDED:** That City Council set a Special Meeting on Tuesday, October 6, 2015, beginning at 5:15 p.m., to interview Board and Commission applicants.

Section 2 - Article 7 of the Code of Ordinances affirms that City Council recognizes and appreciates the value and importance each Board and Commission plays in advising the Council in its decision-making process. Board and Commission interviews are performed each year in October, January and May.

Per the Policy for *Appointments to Citizen Advisory Boards*, applicants for the following Boards and Commissions and any other vacancies that arise will be interviewed:

Construction Board of Appeals	1 expiring term, 1 vacancy
EDC/TIFA and BRA	1 expiring term
Environmental Board	2 expiring terms, 1 vacancy
Historic District Commission	2 expiring terms, 2 vacancies
Human Services Board	3 expiring terms, 1 vacancy
Park Board	2 expiring terms, 1 vacancy
Senior Citizens Advisory Board	2 expiring terms, 2 vacancies

As reflected on the attached Board and Commission Vacancy Summary, applicants will be interviewed at this time to fill vacancies on the Construction Board of Appeals, Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority, Environmental Board, Historic District Commission, Human Services Board, Park Board and Senior Citizens Advisory Board. It is recommended that City Council set a Special Meeting on Tuesday, October 6, 2015, beginning at 5:15 p.m., to interview Board and Commission applicants.

**FUNDING:** N/A

**Attachments:** 1. Vacancy Summary

**BOARDS/COMMISSIONS VACANCY SUMMARY FOR OCTOBER 6, 2015 SPECIAL MEETING**

<b>INTERVIEWS</b>	<i>5:15 pm</i>	<i>5:30 pm</i>	<i>5:45 pm</i>	<i>6:00 pm</i>	<i>6:15 pm</i>	<i>6:30 pm</i>	<i>6:45 pm</i>	
<b>APPLICANTS</b>	<i>ENV BD</i>	<i>HDC</i>	<i>HSB</i>	<i>PK BD</i>	<i>SR CITZ</i>	<i>EDC/TIFA and BRA</i>	<i>CBA</i>	<i>STATUS</i>
	<i>2 exp terms 1 vacancy 3 yr terms</i>	<i>2 exp terms 2 vacancies 3 yr terms</i>	<i>3 exp terms 1 vacancy 3 yr terms</i>	<i>2 exp terms 1 vacancy 3 yr terms</i>	<i>2 exp terms 2 vacancies 3 yr terms</i>	<i>1 exp term 6 yr term</i>	<i>1 vacancy 3 yr term</i>	
<b>William L. Beck</b>	<b>Member</b>							<b>Appointed 01/10/12</b>
<b>Martha L. Dahlinger</b>	<b>Member</b>							<b>Appointed 10/06/09</b>
<b>Diane Durian</b>			<b>Member</b>					<b>Appointed 05/12/09</b>
<b>Timothy T. Earl</b>				<b>Member</b>				<b>Appointed 10/08/13</b>
<b>Richard Edwards</b>	<b>Applicant</b>							
<b>Collin Forrest</b>								<b>No Preference</b>
<b>Jerry Kroehn</b>	<b>Applicant</b>							
<b>Robb Krueger</b>				<b>Applicant</b>				
<b>Raymond LaPoint</b>			<b>Member</b>					<b>Appointed 10/04/11</b>
<b>Keith Lewandowski</b>						<b>Member</b>		<b>Appointed 01/01/10</b>
<b>Michael E. Martin</b>					<b>Alternate</b>			<b>Appointed 10/07/14</b>
<b>Kathleen Mishler</b>			<b>Applicant</b>					
<b>Suzanne M. Nemeth</b>		<b>Member</b>						<b>Appointed 10/09/12</b>
<b>Ann Perkins</b>					<b>Member</b>			<b>Appointed 12/06/08</b>
<b>Gertrude "Trudy" Riker</b>					<b>Member</b>			<b>Appointed 10/05/10</b>
<b>Arthur E. Roberts</b>				<b>Applicant</b>	<b>Applicant</b>			
<b>Mike Sergeant</b>	<b>Applicant</b>							
<b>Sandra Sheppard</b>			<b>Member</b>					<b>Appointed 10/06/09</b>
<b>Tonia Smith</b>			<b>Applicant</b>					
<b>Fiorella Spalvieri</b>			<b>Applicant</b>					
<b>Charles Thomas</b>				<b>Member</b>				<b>Appointed 09/01/13</b>
<b>Katie vanLonkhuyzen</b>		<b>Member</b>						<b>Appointed 10/06/09</b>
<b>Jean Wenz</b>	<b>Applicant</b>		<b>Applicant</b>	<b>Applicant</b>	<b>Applicant</b>			
<b>Sharon White</b>			<b>Applicant</b>	<b>Applicant</b>				
<b>William R. Wieringa</b>					<b>Alternate</b>			<b>Appointed 01/06/15</b>
<b>Rebecca Wilson</b>			<b>Applicant</b>					

-  
-  
-

**NOTE: Alternate - currently serving as an Alternate Member of a Board or Commission and is seeking appointment or reappointment.  
Member - currently serving as a Member of a Board of Commission and is seeking reappointment.  
Applicant - new applicant seeking appointment to a Board or Commission.**

**08/27/15**

Portage Historical District Commission  
Meeting Minutes  
August 5, 2015

In Attendance: Mark Reile, Fred Grunert, Jessie Duniphin, Russ Randall, Katie VanLonkhuyzen, Christine, Erica Eklov, Guest: Mick Lynch and Matt Nieuwenhuis

Excused Absences: Suzanne Nemeth and James Ebert

Meeting called to order at 8:25 a.m.

July Meeting minutes approved with a few misspellings corrected.

Old Business:

Regarding June 3, 2015 application for 5720 Oakland, the commission tabled the application awaiting further information from the home owner.

Regarding June 15, 2015 application for 10209 Portage, the commission tabled application while owner gets more information on fencing.

Regarding 3221 W. Milham, the owner Matt Nieuwenhuis has orders from Community Development to repair or remove existing barn. He has requested to the district that he be allowed to remove the existing historical barn and replace with a standard 24'x32' pole barn. He brought in some initial specifications for the replacement barn. The commission instructed the home owner to resubmit his application with estimates, and Katie advised that we need to see a more historically accurate design. Matt was very adamant on his financial resources and that he could not economically afford to replace the existing structure with a similar barn. Mick Lynch offered some solutions and offered to consult with Matt one and one regarding salvaging and reusing materials on a smaller version of the barn. Matt conveyed his anger of the situation and his feelings on the commission not being flexible. Commissioners assured Matt that their interest was upholding the ordinance under their responsibilities and seeking a mutually satisfactory solution in the best interest of the identified historic property, the city, the present owner [Matt] and future property owners, and not meant to be specifically punitive for Matt. In the end there was great conversation on downsizing the barn and returning a historically accurate structure to the site. Matt will reapply with additional information.

New Business:

July 24, 2015 Application for 10234 East Shore: The homeowner has requested that the property be divided into 3 parcels with 2 parcels then being sold off. Motion was made and passed to create a study committee. There was concern that the parcel closest to the remaining historical property has historical outbuildings on the site. Special Meeting for review was set for Wednesday September 2, 2015.

3821 W. Milham – Update: On August 4, 2015 a site visit was made by Katie, Mark, Erica and several City representatives. The property was being looked by the City as the new development no longer wants the property and they were on a fact finding mission for potential uses of the property and structures. Mick Lynch informed us that he exercised his right of first refusal on the historical property and will be retraining that parcel after all. He has since begun work on the house and out buildings to get them up to code per Community Development requirements. He had several applications of appropriateness to be considered. The commission decided to hold a special meeting on August 14<sup>th</sup>, 2015 to address the applications at that time.

1521 East Centre: The owner has updated the commission that they are currently working with a new contractor to design a replacement barn for the one that was demolished last winter.

Erica shared that the property on Mandigo continues to be under watch by Community Development and to date there is a \$12,000 lien placed by the City for repairs and clean up.

Mark announced that he will be leaving the commission at the end of his term which is December of this year.

Meeting adjourned at 10:30 a.m.

Historical District Commission  
Special Meeting  
August 14, 2015

Present: Mark Reile, Christine Broberg, Jim Ebert, Katie VanLonkhuyzen, Russ Randall, Erica Eklov and Mick Lynch

Meeting called to order 8:30 a.m.

Purpose of meeting is to address two certificate of appropriateness submitted by Mick Lynch on August 4, 2015 for the property at 3821 W. Milham commonly referred to as the Van Riper property.

The first application asks for the chimney on the South side of the house to be removed and side of home to be repaired with like materials. It was determined through discussion that the chimney is not original to the home and was built in 1926. Mick plans to replace the original chimneys that are in the middle of the home. The home will again look like the picture in the "Where the Trails Crossed" book. A motion to approve the removal of the chimney with repairs to the outside of the home as well as the return of the original chimneys was made. It passed unanimously.

The application also asked that the outer barn structure be painted red with white trim. Motion was made that the application be approved as written. Again, motion passed unanimously.

The second application asked the mud room on the back of the house be removed so that the outer wall of the house can be fixed at the foundation to prevent further critter infestation. A motion was made to approve removal of the "mud room" contingent upon a replacement back entry being brought to the commission for approval. Motion was passed.

Meeting adjourned at 9:15 a.m.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Constitution Boulevard, South Westnedge Avenue and East Centre 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 Paradigm Design, Incorporated, for the reconstruction of Constitution Boulevard (Romence Road to West Milham Avenue), South Westnedge Avenue (Shaver Road to East Centre Avenue) and East Centre Avenue (Shaver Road to South Westnedge Avenue) in the amount not to exceed \$87,950 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 budget includes the reconstruction of:

- Constitution Boulevard, Romence Road to West Milham Avenue
- South Westnedge Avenue, Shaver Road to East Centre Avenue
- East Centre Avenue, Shaver Road to South Westnedge Avenue

In addition to pavement resurfacing of these streets, the project also includes sidewalk upgrades to comply with the Americans with Disability Act (ADA) and curb and gutter replacement as needed. The Constitution Boulevard project also includes replacement of median landscaping with stamped concrete and installation of fiber optic traffic signal cable through an existing conduit located in the median. Additional work on South Westnedge Avenue and East Centre Avenue includes pedestrian lighting design, stamped concrete and enhanced pedestrian crossings as part of the City Centre Plan.

On August 20, 2015, six (6) engineering proposals for the three (3) reconstruction projects were received with costs ranging from \$87,950 to \$161,550. Selection of the engineering consultant is based upon the submitted cost, the firm's qualifications and experience and expected project hours. Based on the proposals received, the firm of Paradigm Design, Inc., best fits the needs of the project. Paradigm Design has successfully performed similar projects for the city.

Therefore, it is recommended that City Council accept the proposal submitted by Paradigm Design, Incorporated, to provide engineering services for the reconstruction of Constitution Boulevard (Romence Road to West Milham Avenue), South Westnedge Avenue (Shaver Road to East Centre Avenue) and East Centre Avenue (Shaver Road to South Westnedge Avenue) in the amount not to exceed \$87,950 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

**FUNDING:** Funds in the amount of \$1,209,000 are budgeted in the 2015-2016 Capital Improvement Program budget for these projects.

**Attachments:** 1. Proposals Tabulation

TABULATION OF PROPOSALS  
ROAD RECONSTRUCTION PROFESSIONAL ENGINEERING  
CONSTITUTION BOULEVARD (Romence to Milham),  
SOUTH WESTNEDGE AVENUE (Shaver to Centre) and EAST CENTRE AVENUE (Shaver to S. Westnedge)

<u>FIRM</u>	<u>Constitution Blvd.</u>	<u>S. Westnedge Ave. &amp; E. Centre Ave.</u>	<u>Grand Total</u>
Paradigm Design, Inc. 550 3 Mile Rd. NW, Suite B Grand Rapids, MI 49544	\$47,950.00	\$40,000.00	\$87,950.00
Abonmarche Consultants, Inc. 95 W. Main Street Benton Harbor, MI 49022	\$47,025.00	\$41,683.00	\$88,708.00
OMM Engineering, Inc. 1680 E. Paris Ave. SE Grand Rapids, MI 49546	\$48,989.00	\$47,930.00	\$96,919.00
Jones & Henry Engineers, LTD 4791 Campus Dr.  Kalamazoo, MI 49008	\$44,980.00	\$54,000.00	\$98,980.00
Prein&Newhof 7123 Stadium Dr.  Kalamazoo, MI 49009	\$55,000.00	\$58,000.00	\$113,000.00
Wightman & Associates, Inc. 9835 Portage Rd. Portage, MI 49002	\$59,300.00	\$57,950.00	\$117,250.00
Driesenga & Associates, Inc. 552 S. 8th Street Kalamazoo, MI 49009	\$73,950.00	\$87,600.00	\$161,550.00



**MATERIALS TRANSMITTED**

Friday, August 21, 2015

1. Communication from the City Manager regarding Lake Road Ends and Walkways – Information Only.

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Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Lake Road Ends and Walkways – Information Only

**SUPPORTING PERSONNEL:** Vicki Georgeau, Director of Community Development

In 2012 and 2014, amendments were made to the Natural Resources and Environmental Protection Act (PA 451 of 1994) concerning public roads that terminate at a lake. In summary, the amendments to PA 451 prohibit the following activities at a public road ends unless a recorded deed, recorded easement, or other recorded dedication expressly provides otherwise:

- Construction, installation, maintenance, or use of boat hoists or boat anchorage devices;
- Mooring or docking of a vessel between midnight and sunrise;
- Any activity that obstructs ingress to or egress from an inland lake or stream; and
- Construction, installation, maintenance, or use of a dock or wharf other than a single seasonal public dock or wharf that is authorized by the county, township, city, or village that has jurisdiction over the public road.
- The amendments also provide a definition of a public road end and indicate the role of a local unit of government regarding enforcement activities.

In May 2015, the West Lake Improvement Association distributed a letter (attached) advising certain individuals of the changes to the law concerning lake use at road ends. A copy of this letter was also provided to the City Administration. In addition, a member of the West Lake Improvement Association, Mr. Jim Weessies, 1411 Lakeview Drive, has requested the city enforce the provisions of the new sections to PA 451 when necessary.

Attached for Council reference are maps of the city lakes that show the location of road ends and walkways. As background information, each recorded plat that contains a road end or walkway that terminates at a lake typically includes a public dedication statement. However, the mere fact that something is dedicated to public use, including an access point to a lake, does not make it public: There must be an acceptance by the City of Portage. The City Attorney has opined that acceptance of the offer to dedicate must be by an official resolution, or informally through use or expenditures of public money for the repair, improvement and control. For many years, the City Administration and the Office of the City Attorney have taken the position that road ends and walkways have not been formally or informally accepted by the city and, as a result, the city has no responsibility to maintain or control access to the lakes. The unintended consequences of the City of Portage formally accepting these access points to the lakes has been explained to many different lake front property owners over the years: If the city were to accept some or all of these lake access points as public right-of-way, access by the general public would be afforded and the city would be faced with many problems that accompany the control and regulation of these areas (e.g. on-street parking, noise, increased lake usage, among others).

The City Administration and City Attorney have discussed the applicability of the recent amendments to Portage road ends. The amendments include, among others, a definition of public road end, which means “the terminus at an inland lake or stream of a road that is lawfully opened for use by the public.” Since the City of Portage has not accepted the road ends, they are not considered lawfully opened for use by the public. Consequently, the city has no authority or responsibility to maintain or control these access points to the lake and not obligated to enforce the new PA 451 restrictions.

Based on the foregoing, it is recommended the city continue with the longstanding policy that it has not accepted these road ends and has no authority or responsibility to maintain or control these access points to the lake.

**Attachments:** Letter from the West Lake Improvement Association  
July 17, 2015 City Attorney opinion  
Road end/walkway location maps

RECEIVED

Dear Neighbor,

We are writing this letter to inform people around the lake about the new road end law in Michigan. It clarifies several issues. First it is unlawful to place any dock, boatlift, or other type structures in the lake at a road end. The only exception to this is a city municipality. The city may place and maintain a public dock at a road end. No private individual is allowed to do this at a public road end. Secondly the law states no one shall keep a boat in the water over night (the law states midnight to sunrise) at a road end. No matter if anchored off or on shore. A boat may be moored at a road end if during of hours of sunrise and midnight, but the boat can not be left unattended.

The new law is MCL 324.30111b. The law gives authority to any police agency to enforce this law. Violation of the law is a criminal misdemeanor. This is a much more serious offence, compared to a municipal civil infraction like a speeding ticket. Fines are \$500 per day for persons found in violation of the law.

This new law is an attempt by the Michigan legislature to clarify use of road ends in Michigan. Until now the legal use of road ends has been a bit unclear and has caused issues regarding their use around the state. This new law should help clarify any questions about the proper and now legal use of road ends.

Since this law is relatively new, many people around the lake who are in violation may not be aware. We are sending letters to people who have been reported to the board as being in violation of the new law. You have been reported as potentially being one of these individuals. We would like to inform people and give everyone an opportunity to become familiar with the new law and correct any violations. Uncorrected violations would then be forwarded to the authorities. Please take time to familiarize yourself with the new law and correct any violations.

This new legislation should clarify, for all parties involved, the legal use of road ends around the state of Michigan including West Lake.

Respectfully,

West Lake Improvement Association

RECEIVED

**RANDALL L. BROWN**  
**& ASSOCIATES, PLC**

ATTORNEYS AND COUNSELORS AT LAW

RANDALL L. BROWN  
CHARLES R. BEAR  
JULIE A. BRADFIELD

DENNIS E. KORDISH (1996-2008)

July 17, 2015

1662 EAST CENTRE AVENUE  
PORTAGE, MICHIGAN 49002

TELEPHONE (269) 323 8812  
FACSIMILE (269) 323-0055  
brownandassociates@att.net

**PERSONAL & CONFIDENTIAL**  
**ATTORNEY/CLIENT PRIVILEGE**

Ms. Vicki Georgeau, Director  
Department of Community Development  
City of Portage  
7900 South Westnedge Avenue  
Portage, MI 49002

**Via Email**

**Re: Road Ends on Lakes**

Dear Vicki:

You have asked how the recent amendments to MCLA 324.30111(b) of the Natural Resources Environmental Protection Act (PA 451 of 1994) will impact the City's long standing position that it has no responsibility to maintain or control road ends.

Your specific question is answered by the definition of "public road ends" in MCLA 324.30111(b)(6)(b). The definition states that public road end "means the terminus at an inland lake or stream of a road that is lawfully opened for use by the public". Therefore, none of the restrictions, conditions and penalties of the statute would apply to any road end which has not been opened for public use. The phrase "lawfully opened for use by the public" necessarily means that the City has somehow, either by express act, implication, or statutory presumptions, accepted the offer to dedicate the public road end.

Of course, the answer above is quite simplistic. The more difficult question is whether a particular public road has actually been accepted by the City. If it has, then it has been "lawfully opened" and is then subject to the conditions and restrictions imposed by the above statute. Also, it would be the responsibility of the City to maintain and control such road end within the scope of the dedication and the statute.

As you know, for over 30 years the City has taken the position that it has not accepted the offer to dedicate road ends. My office has written numerous opinions stating that acceptance of the offer to dedicate is needed to transform the road end into a public road or access.<sup>1</sup> These opinions, however, also caution that whether acceptance has occurred depends on the facts, circumstances and history of each road end. The City has chosen to not take control over any road end (even if acceptance of the offer to dedicate might exist) because this may "open the door" to a review of each and every road end within the City providing access to a lake.<sup>2</sup> Such review may result in further openings, disagreements among riparians, and possible lawsuits.

I have enclosed my September 22, 2008 opinion to then Director, Jeffrey Erickson, which I believe best addresses the issues you have raised concerning the legal issues. If the City decides to examine all road ends to determine those which a court may find that acceptance occurred, the following issues (among others) need to be analyzed:

1. When was the plat recorded?
2. Was there an offer to dedicate the road end?
3. Was there acceptance?
  - A. Was there a formal acceptance by resolution or otherwise?
  - B. Was there informal acceptance through City use (or permission for use) or perhaps expenditures of public money to repair or improve the road end?
  - C. Generally, what actions were taken by the City, and its agents, with regard to the road end from the time the plat was recorded to the present?
4. If the facts do not support an acceptance, then was there a withdrawal of the offer to dedicate?
  - A. A finding of a withdrawal would overcome the "presumption of acceptance" set forth in the Land Division Act and discussed in my September 22, 2008 opinion.
  - B. An offer to dedicate may have "lapsed" before an acceptance occurs if 68 years or more have passed since the offer to dedicate.<sup>3</sup>

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<sup>1</sup> A presumption of acceptance may arise as well which has been discussed in my opinions.

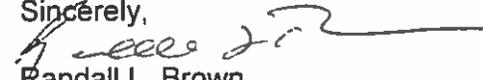
<sup>2</sup> The use of a road end which has not been accepted by the City may still be determined by private property rights.

<sup>3</sup> A Michigan case found that an offer to dedicate had lapsed 68 years after the offer to dedicate was made. See *Marx v. D.O.C.*, 220 Mich App 66 (1996). However, 37 years is not enough to cause a lapse. See *Ackerman v. Sprink Lake Township*, 12 Mich App 498 (1968).

C.. Have landowners used the road end in a way inconsistent with public ownership, e.g., fences, plantings, other improvements?

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Randall L. Brown  
City Attorney

RLB/jat

Enclosure

cc: Larry Shaffer (w/encl.)  
Rob Boulis (w/encl.)

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RANDALL L. BROWN  
& ASSOCIATES, PLC  
ATTORNEYS AND COUNSELORS AT LAW

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RANDALL L. BROWN  
CHARLES R. BEAL  
JULIE A. BRADFELD

DENNE F. KORDISH (1996-2008)

September 22, 2008

1002 EAST CENTRE AVENUE  
PORTAGE, MICHIGAN 49001

TELEPHONE (269) 325-8811  
FACSIMILE (269) 325-0055  
brownandassociates@att.net

Mr. Jeffrey Erickson, Director  
Department of Community Development  
7900 South Westnedge Avenue  
Portage, MI 49002

Via Facsimile

Re: Road Ends and Walkways on Lakes

Dear Jeff:

I received the email from Councilperson O'Brien which you forwarded to me. She has stated some general issues of concern. The first is labeled "enforcement" and states that environmental contamination, permanent docks being installed and litter are problems associated with the road ends and walkways. Representatives from lakes associations have concerns about the "lack of enforcement of the laws". The second concern deals with the "ownership" of road ends and walkways. The lake associations have expressed interest in obtaining ownership of certain road ends to eliminate and/or minimize contamination in the lake and to control and maintain access points for riparian owners and back lot users.

The ownership of road ends on lakes has been an issue addressed by my office over the years.<sup>1</sup> As you know, the City Administration has always taken the position that the road ends have not been accepted by the City and, therefore, the City has no responsibility to maintain or control these access points to the lakes. Acceptance of the offer to dedicate must be by official resolution or "informally by the public through user or expenditures of public money for the repair, improvement and control of the highway". See *Hooker v. Grosse Pointe*, 328 Mich 621 (1950). The City has not accepted, either formally or informally, most road ends in the City. It is possible that some road ends are being used by the City for utilities, or have involved City maintenance, but the issue of whether these actions constitute acceptance has not been raised by any property owner.

Considering that there may be hundreds of road ends on City lakes, City control of road ends would require a multitude of City responsibilities. The City may also be involved in conflicts between riparian property owners, backlot owners, the public at large, border disputes, fencing issues, boat launch and dock issues, ordinance enforcement and, quite likely, litigation involving these matters and others. I believe this is why the Administration has been extremely hesitant to become involved.

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<sup>1</sup>I have addressed the issue many times with your department in the past 25 years and, before that, my predecessor, John Peters, also addressed this issue.

Further, each road end may have a different history with regard to how the access has been used and whether improvements have been made by the property owners. These differences could quite likely result in different legal conclusions with regard to the ability of the City at this point to assume jurisdiction. The offer to dedicate cannot be accepted by the City when the land has been put to a use which is inconsistent with the idea that the offer is still open. See Lee v. Lake, 14 Mich 12 (1865); Vivian v. Roscommon Road Commissioners, 433 Mich 511 (1989).

Further, the analysis of issues such as the offer to dedicate, acceptance of the offer and withdrawal of offers by conduct of property owners is further complicated by the 1978 amendment to the Land Division Act which provides, in part, that:

"Ten years after the date the plat is first recorded, land dedicated to the use of the public in or upon the plat shall be presumed to have been accepted on behalf of the public by the municipality within whose boundaries the land lies."

This presumption, of course, can be overcome by the conduct of property owners taken over the years with regard to the road end. It is my understanding that most, if not all, of the road ends at issue involve plats recorded in the early 1900's and, therefore, involve long histories. The Supreme Court in Vivian, supra, held that a withdrawal of the "offer" (meaning use of the property inconsistent with continuation of the offer) before "acceptance" (meaning by formal action of the governing body, by user, or maintenance and repair) prior to December 22, 1978 rebuts the presumption of acceptance set forth in the statute. In essence, actions taken by property owners even before December 22, 1978 which are inconsistent with the offer to dedicate could result in the preclusion of the City taking any control of the road end.

With regard to walkways, the public has no interest in walkways and, therefore, the City does not become involved in private disputes between riparians and non-riparians regarding their use.

I assume City Administration desires to maintain the existing policy. If so, the lake associations could seek legal counsel and take court action to resolve ownership of road ends if that is their desire. With respect to a court action to require the City to take control of road ends, in most cases, the City might overcome the presumption of acceptance or show that a withdrawal of the offer has been made by conduct inconsistent with the offer. There may be other road ends, however, where a different result would be obtained. Again, each situation will depend on the facts and history of that road end. However, once the City begins to accept the responsibility for road ends on a case by case basis, no matter what the reason, it will "open the door" to accepting all of them if legally possible.

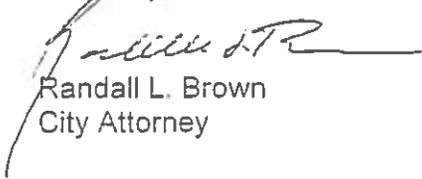
Mr. Jeffrey Erickson, Director  
Department of Community Development  
September 23, 2008  
Page 3

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Also, please keep in mind that once the City assumes jurisdiction and "opens" a right-of-way to the public, the entire public has a right to use the access point whether those persons are citizens of Portage, citizens of Kalamazoo or any other city. From this perspective, it is to the riparian's advantage that these access points do not become "public" and the City does not assume responsibility and control.

If you have any additional questions regarding this matter please contact me.

Sincerely,



Randall L. Brown  
City Attorney

RLB/jat

cc: Maurice S. Evans

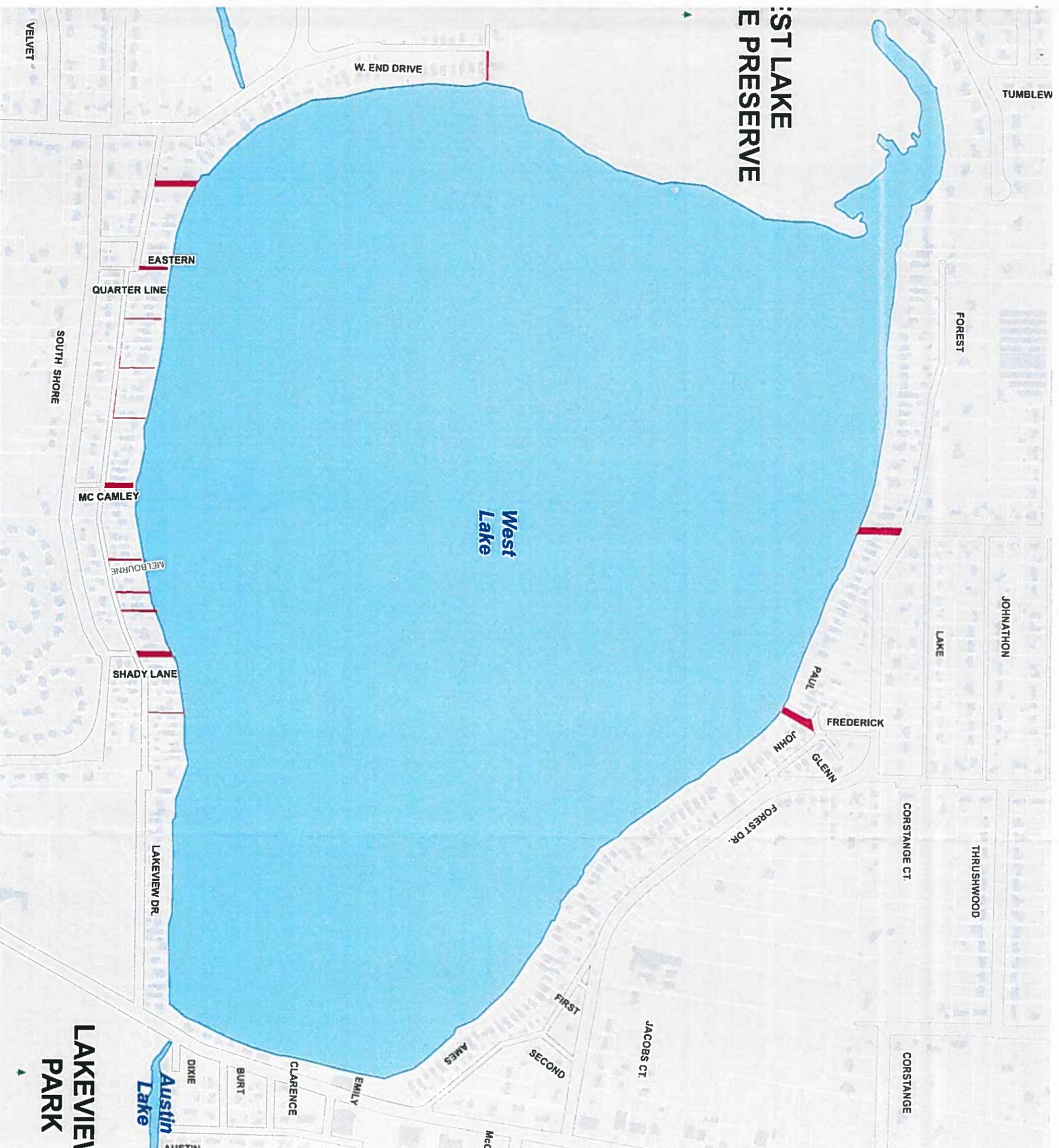
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## West Lake Road Ends / Walkways

### Legend

Road Ends/Walkways/Public Access

PLAT	STNAME
WEST LAKE BEACH	SHADY LN
PLEASANT VIEW BEACH	MCCAMLEY DR
PLEASANT VIEW BEACH	QUARTER LINE DR
BURR'S WEST LAKE RESORT	CENTRAL AVE
MATTESSON'S PARK	PVT DRIVE
JAMES W. SCOTT'S WEST LAKE PLAT	LOVERS LANE
NEWELL'S WEST LAKE SUBDIVISION	GLENN DR
PLEASANT VIEW BEACH	WALKWAY
PLEASANT VIEW BEACH	WALKWAY
PLEASANT VIEW BEACH	WALKWAY
WEST LAKE BEACH	WALKWAY
WEST LAKE BEACH	WALKWAY
WEST LAKE BEACH	WALKWAY
WEST LAKE BEACH	WALKWAY



1 inch = 531 feet

Date: 8/17/2015





## Gourdnneck Lake Road Ends / Walkways

### Legend

 Road Ends/Walkways/Public Access

PLAT	STNAME
WETHERFIELD SHORE	WETHERFIELD DR
WETHERFIELD SHORE	WETHERFIELD DR
KETTIBEE ACRES	VICKERY RD
<null>	UNKNOWN



1 inch = 500 feet

Date: 8/17/2015



**MATERIALS TRANSMITTED**

Tuesday, August 25, 2015

1. **TO BE ADDED TO THE AUGUST 25, 2015 CITY COUNCIL AGENDA AS ITEM G.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.

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Laurence Shaffer, City Manager

cc: Rob Boullis, Deputy City Manager



**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