

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 4, 2010

FROM: Maurice S. Evans, City Manager



SUBJECT: Michigan Department of Transportation Contract – West Milham Avenue

ACTION RECOMMENDED: That City Council:

- a. approve Contract 10-5306 between the Michigan Department of Transportation and the City of Portage concerning funding for street and utility improvements on West Milham Avenue from 165 feet west of Angling Road to 12th Street;
- b. approve an engineering services contract with Driesenga & Associates, Incorporated, for construction inspection and administration on West Milham Avenue from 165 feet west of Angling Road to 12th Street in the not-to-exceed amount of \$126,220;
- c. adopt a Resolution authorizing the City Manager to sign Contract 10-5306 on behalf of the city; and authorize the City Manager to sign all other documents relating to both the consultant contract and the Michigan Department of Transportation contract on behalf of the city.

The City Administration recently received a proposed contract between the Michigan Department of Transportation (MDOT) and the City of Portage concerning planned street and utility improvements on West Milham Avenue from approximately 165 feet west of Angling Road to 12th Street. Improvements include widening West Milham Avenue to three lanes, installation of new curbs and gutters, storm drainage improvements, asphalt pavement, sidewalks, new traffic signs, pavement markings, sanitary sewer installation and landscaping. Sanitary sewers will be installed from Baywood Drive to McGillicuddy Avenue to serve all abutting properties on this section of West Milham Avenue. On November 3, 2009, City Council approved Special Assessment Resolution No. 5 and confirmed the property owner special assessments for the sanitary sewer improvements.

This project extends the street improvements completed last construction season on West Milham Avenue from Oakland Drive to 165 feet west of Angling Road. Both the Kalamazoo Area Transportation Study (KATS) and MDOT have approved the project for federal funding. The cost of all planned improvements on West Milham Avenue is estimated at \$2,662,000 with a maximum federal funding of \$1,039,883. City share of the project cost is estimated at \$1,622,117, which will be funded by the Municipal Street Fund and sale of Utility Capital Improvement bonds and Michigan Transportation Fund bonds.

All required easements needed to implement the project have been obtained. Consumers Energy has relocated all conflicting power poles and all private utility lines have been relocated to the new poles. In addition, Consumers Energy has upgraded numerous sections of its gas main. Construction bids for the project will be received by MDOT on May 21, 2010. It has been MDOT's policy over the years to submit cost sharing agreements to local municipalities once the project has been advertised for construction bids but prior to receipt of construction bids. The city share of cost is based on estimated construction costs developed by the consulting engineer and refined by MDOT staff engineers. MDOT cannot award a construction contract without a signed cost sharing agreement from the local municipality. Submitting the cost sharing agreement to the local municipality prior to receipt of construction bids expedites the MDOT award process and generally allows construction to begin about six to eight weeks after bid receipt. This process differs from the city process in that construction contract awards are always based on actual bid prices. Construction bidding for the West Milham Avenue project was postponed by MDOT because of the delay in the state's receipt of federal funding for local street projects. With the late start of construction, the section from Angling Road to US 131 (which includes the sanitary sewer improvements) is scheduled for completion this construction season. The section from US 131 to 12th Street will be constructed in the 2011 construction season. Once the contract is awarded by MDOT, staff will work with the contractor to refine the schedule. After contract award by MDOT, the project will be turned over to the city for construction inspection and administration.

Necessary plans, specifications and MDOT program application on behalf of the city was completed by Driesenga & Associates, Incorporated, for the project. To maintain continuity from design to construction inspection and administration, city staff requested a cost proposal from the consultant to perform necessary construction inspection, administration and reporting, as required by MDOT and the Federal Highway Administration. The cost proposal in the amount of \$126,220 was received by the City Administration and is considered to be reasonable and appropriate for the required work.

On a related project, the Kalamazoo County Road Commission (KCRC) is proceeding with the design of a roundabout at the West Milham Avenue/12th Street/Texas Drive intersection. This project is scheduled for construction in summer 2011 and will impact planned improvements on West Milham Avenue immediately west of 12th Street. City staff is working with KCRC in the final design of the roundabout. The West Milham Avenue street improvements will be terminated west of 12th Street and coordinated with construction related to the roundabout. It is anticipated that additional right-of-way will be needed on all four quadrants of the West Milham Avenue/12th Street/Texas Drive intersection to accommodate the roundabout construction and that up to \$500,000 in Congestion Mitigation Air Quality (CMAQ) federal funds will be available to offset a majority of the construction cost.

It is recommended that City Council approve Contract 10-5306 between the Michigan Department of Transportation and the City of Portage for street and utility improvements on West Milham Avenue from 165 feet west of Angling Road to 12th Street, approve the engineering services contract with Driesenga & Associates, Incorporated, in the not-to-exceed amount of \$126,220, adopt a Resolution authorizing the City Manager to sign Contract 10-5306 on behalf of the city and authorize the City Manager to sign all other documents relating to the Michigan Department of Transportation contract and the consultant contract on behalf of the city.

Attachments

**CITY OF PORTAGE
RESOLUTION**

At a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan, held in Council Chambers in the Portage City Hall in said City on the _____ day of _____, 2010 at 7:30 p.m., local time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

RESOLVED, that the City Council for the City of Portage does hereby authorize the City Manager, Maurice S. Evans, to sign Contract 10-5306 between the City of Portage and the Michigan Department of Transportation. This contract is for (a) reconstruction of West Milham Avenue from 165 feet west of Angling Road to 12th Street; including drainage improvements, cold milling, hot mix asphalt paving, retaining wall, concrete curb and gutter, concrete sidewalk, sidewalk ramps, and guardrail work; (b) sanitary sewer and landscaping on West Milham Avenue from 12th Street to 165 west of Angling Road; and all together with necessary related work.

ADOPTED: YEAS: Councilmember: _____

NAYS: Councilmember: _____

ABSENT: Councilmember: _____

James R. Hudson, City Clerk

CERTIFICATION

I hereby certify this _____ day of _____, 2010 that the foregoing is a true and complete copy of the original on file in my office.

APPROVED AS TO FORM

DATE 5/3/2010

Ken
CITY ATTORNEY

James R. Hudson, City Clerk

STP

DAB

Control Section	STUL 39405
Job Number	89644
Project	STP 1039(018)
Federal Item No.	HH 6427
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	10-5306

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PORTAGE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Portage, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 9, 2010, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Reconstruction and widening work along West Milham Avenue from 12th Street easterly to approximately 165 feet west of Angling Road; including drainage improvements, cold milling, hot mix asphalt paving, retaining wall, concrete curb and gutter, concrete sidewalk, sidewalk ramps, and guardrail work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Sanitary sewer, incentive, and landscaping work along West Milham Avenue from 12th Street easterly to approximately 165 feet west of Angling Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,039,883, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PORTAGE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED AS TO FORM
DATE 5/3/2010
[Signature]
CITY ATTORNEY

April 9, 2010

EXHIBIT I

CONTROL SECTION STUL 39405
JOB NUMBER 89644
PROJECT STP 1039(018)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$2,337,700	\$324,300	\$2,662,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,337,700	\$324,300	\$2,662,000
Less Federal Funds*	<u>\$1,039,883</u>	<u>\$ 0</u>	<u>\$1,039,883</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,297,817	\$324,300	\$1,622,117

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 7, 2010

FROM: Maurice S. Evans, City Manager



SUBJECT: I-94/South Westnedge Avenue Interchange Improvements

ACTION RECOMMENDED: That City Council approve the agreement with Consumers Energy for undergrounding overhead utility lines and installation of new streetlights on South Westnedge Avenue from Dawnlee Avenue to I-94 and authorize the City Manager to execute all documents related to the agreement on behalf of the city.

On May 26, 2009, City Council approved a cost sharing agreement with the Michigan Department of Transportation (MDOT) for the widening and reconstruction of I-94 from east of Oakland Drive to west of Portage Road, including the complete reconstruction of the I-94/South Westnedge Avenue interchange. Included with the interchange construction is the widening of South Westnedge Avenue from Dawnlee Avenue to Trade Centre Way to three lanes in both directions with appropriate left-turn lanes. All traffic movements through the new interchange will be brought under traffic signal control.

An integral part of the planned improvements to the I-94/South Westnedge Avenue interchange is the undergrounding of all overhead private utility lines, elimination of existing wooden poles and the installation of new streetlights on South Westnedge Avenue from Dawnlee Avenue to I-94. Installation of new conduits to accommodate the undergrounding of the overhead wires is included in the current MDOT construction contract. Placing overhead utility lines underground in this section of South Westnedge Avenue is consistent with previous undergrounding done as part of the South Westnedge Enhancement Projects (SWEPs) improvements north of I-94 and previous widening of the west side of South Westnedge Avenue from New Hampshire Drive to West Milham Avenue.

Consumers Energy has provided the City Administration with an agreement to underground the electric lines and install nine new streetlights on South Westnedge Avenue from Dawnlee Avenue to I-94 in conjunction with the ongoing I-94 construction. While Consumers Energy is responsible for relocating conflicting facilities within existing public right-of-way, the city is responsible for the additional cost involved in undergrounding these facilities. The total not-to-exceed cost to the city for all work planned is \$93,002. Funds are available in the Major Street Reconstruction Program account due to savings in completed projects to finance these improvements.

It is recommended that City Council approve the agreement with Consumers Energy for undergrounding of overhead utility lines and installation of new streetlights on South Westnedge Avenue from Dawnlee Avenue to I-94 and authorize the City Manager to execute all documents related to the agreement on behalf of the city.

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 5, 2010

FROM: Maurice S. Evans, City Manager



SUBJECT: Computer Replacement

ACTION RECOMMENDED: That City Council approve the lease of 55 Hewlett Packard replacement computers and 2 Panasonic replacement tough books from Capital Advantage Leasing of Grand Rapids, Michigan, at a lease price of \$61,716.80 and authorize the City Manager to execute all documents related to this action on behalf of the city.

The technology infrastructure of the City of Portage is an important asset, providing efficiency and cost savings in the every-day operation of the organization. As such, regular maintenance and upgrades are necessary to take advantage of the most current technology available and ensure system reliability and compatibility. The Capital Improvement Program provides for maintaining and upgrading this important infrastructure through a cost-efficient technology leasing program allowing for the continuous replacement of city computers and related equipment. The previous three-year lease with Capital Advantage Leasing was extended for an additional year and expires on July 31, 2010. The proposed lease represents approximately 1/3 of city computers, which been in service for a period of four years. The proposed lease will be for a period of four years, with 16 quarterly payments of \$3,857.30. The City of Portage participated in a special State of Michigan government pricing program called MI-REMC to obtain the lowest and best bid pricing for the replacement of 57 computers.

It is recommended that City Council approve the lease of 55 Hewlett Packard replacement computers and 2 Panasonic replacement tough books from Capital Advantage Leasing at a lease price of \$61,716.80 and authorize the City Manager to execute all documents related to this action. Funds for the lease are available in the Capital Improvement Program budget.

Computer Lease 2010 - Leasing Cost Estimates

Equipment: 49 Hewlett Packard Personal Computers / 6 Hewlett Packard Laptops / 2 Panasonic Toughbooks

Equipment Quotes:

CRT \$ 54,332.00 
CDW \$ 54,977.33
HP Direct \$ 55,559.00

Lease Quotes:

<i>Leasing Agent</i>	<i>Term</i>	<i>Cost Basis</i>	<i>Quarterly Payments</i>	<i>Interest</i>	<i>Total</i>	
Capital Advantage Leasing	48 mo.	\$ 54,332	\$ 3,857.30	0.07	\$ 61,716.80	
GreatAmerica Leasing Corporation	48 mo.	\$ 54,332	\$ 4,244.40	0.078	\$ 67,904.00	

Age of Current Computers:

4 years

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 3, 2010

FROM: Maurice S. Evans, City Manager



SUBJECT: Construction Board of Appeals Demolition Order – 10323 Archwood Drive

ACTION RECOMMENDED: That City Council:

- a. accept the order of the Construction Board of Appeals to demolish the house located at 10323 Archwood Drive; and
- b. authorize the City Administration to take the necessary action to demolish the house at 10323 Archwood Drive, place a lien and assess the property to recover the costs associated with demolition consistent with the ordinance.

The vacant house at 10323 Archwood Drive sustained severe water damage from a broken waterline located on the second floor in January/February 2010. The house continues to deteriorate and corrective action to repair or remove the house by the property owner has not occurred. Information from the Community Development Director is attached regarding the April 12, 2010 Construction Board of Appeals order that the vacant house be demolished. The property owner and mortgage company have been notified of the unsafe structure and show cause proceedings, however, did not attend the show cause hearing and have not appealed the raze order.

If City Council approves the demolition order and authorizes the City Administration to take the necessary action to raze the house, the cost of the demolition will be placed as a lien against the real property and will be reported to the City Assessor, who will assess the costs of the demolition against the property. If not paid, the cost will be added to the tax roll and collected consistent with the ordinance.

The vacant house at 10323 Archwood Drive has been significantly damaged and continues to deteriorate, thus negatively influencing the adjacent neighborhood. It is recommended that the Construction Board of Appeals order be approved and the City Administration be authorized to take necessary actions to raze the dwelling.

Attachments: May 3, 2010 Communication from the Community Development Department

CITY OF PORTAGE

COMMUNICATION

TO: Maurice S. Evans, City Manager

DATE: May 3, 2010

FROM: Jeffrey M. Erickson, Director of Community Development

SUBJECT: Construction Board of Appeals Demolition Orders – 10323 Archwood Drive

The vacant house located at 10323 Archwood Drive has not been made habitable or safe in accordance with the provisions of the Codified Ordinances of the City of Portage. As background, upon receipt of a complaint on February 9, 2010, Community Development staff observed water emanating from the second floor of the house. With concern about energy hazards (natural gas and electricity) the Fire Department alerted Consumers Energy, which disconnected the electrical meter for the structure.

Major water damage to the house has occurred due to the broken waterline located on the second floor of the structure with standing water (approximately seven feet deep) in the basement of the house and frozen water within and outside the structure. Because of the water, the electrical, plumbing and mechanical systems for the house are no longer functional. In addition, the structural integrity of the first and second floors of the house have also likely been compromised.

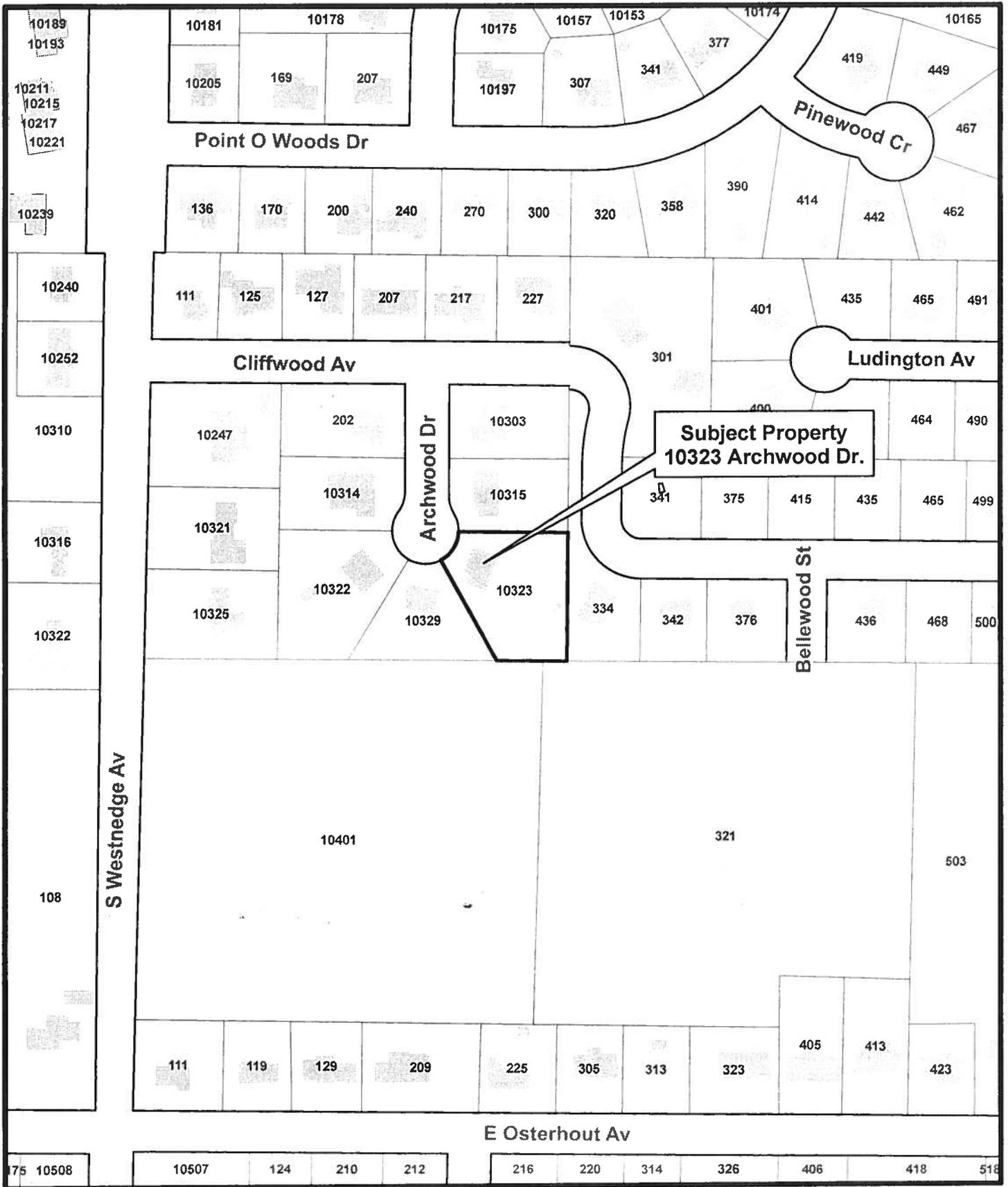
The house was vacant, and in an effort to ensure that all parties with an interest in the property were alerted, certified notices were sent to the property owner listed on the tax records and to the local and national mortgage holder, Wells Fargo. Initial communication with Mr. Chad McDowell, Wells Fargo Representative, including an April 8, 2010 email indicated that Wells Fargo would be removing the damaged house.

As a precaution and to ensure neighborhood protection, the April 12, 2010 Construction Board of Appeals Show Cause Hearing was held and an order was established by the Board requiring that the house be razed and removed from the site and that the site be restored by April 29, 2010. If the owner failed to complete the demolition and site restoration, the Board further advised that the matter be transmitted to City Council for authorization to raze the structure. On April 26, 2010 an additional email was received indicating that Wells Fargo has not yet acquired the property and cannot complete the demolition.

The condition of the vacant house at 10323 Archwood Drive continues to deteriorate and creates a negative impact on the adjacent properties and surrounding neighborhood. The interior water damage to the house has created an environment for mold and other hazards. As additional information, the taxes for the property have not been paid for summer and winter of 2009. It is recommended that City Council authorize the City Administration to proceed with the demolition of the vacant house at 10323 Archwood Drive.

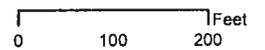
I am available to further discuss this matter at your convenience.

Attachments: Vicinity Map
April 12, 2010 Construction Board of Appeals Agenda Materials and Meeting Minutes.



Vicinity Map

10323 Archwood Drive



TO: Construction Board of Appeals

FROM: Jeffrey M. Erickson, Director of Community Development 

DATE: March 29, 2010

SUBJECT: Show Cause Hearing – 10323 Archwood Drive

CODE SECTION: Article 13, Section 42-1341 - Unsafe Structures, City of Portage Codified Ordinances

RECOMMENDATION: The vacant house located at 10323 Archwood Drive has not been made habitable or safe in accordance with the provisions of the Codified Ordinances of the City of Portage. As background, upon receipt of a complaint, Community Development staff observed water emanating from the second floor. With concern about energy hazards (natural gas and electricity) the Fire Department alerted Consumers Energy who then disconnected/removed the electrical meter deenergizing the structure.

In compliance with the Unsafe Structure Ordinance, a February 9, 2010 unsafe structure notice was sent certified mail and posted on the vacant house advising that the property owner had 30-days to bring the house into compliance or further enforcement action would be pursued. A March 26, 2010 Show Cause Hearing notice was sent certified mail and posted on the site. In an effort to ensure that all parties with an interest in the property were alerted, certified notification was also sent to the local and national mortgage holder, Wells Fargo.

The interior condition of the house continues to deteriorate with no action taken by the property owner. The extensive water damage to the house will produce a hazardous mold contaminated environment as the weather warms. The condition of the house is substandard and there is a lack of maintenance demonstrated by the property owner including the following significant deficiencies:

1. Major water damage to the structure has occurred as the result of a malfunctioning and/or broken waterline located on the second floor of the house. Standing water (approximately 7-feet deep) was located in the basement of the house as the result of the water leak.
2. The electrical, plumbing and mechanical systems for the house are no longer functional as the result of the water damage (i.e., furnace, water heater, etc.).

Also, in regards to another significant issue, the structural integrity of the first and second floors of the house is likely to be compromised as a result of the water damage.

Staff recommends that the vacant house be demolished and removed from the site within 30-days. Failure to comply with the order will result in the matter being referred to City Council with a recommendation that the structure be razed.

Attachments: Unsafe structure notification dated February 9, 2010.
Show Cause Hearing notification dated March 26, 2010.
Photographs of 10323 Archwood Drive.

February 9, 2010

Sent Certified Mail and Posted on Site

Mr. George W. Clark VI
2204 Prosperity Drive
Portage, MI 49002

Dear Mr. Clark:

RE: Unsafe Structure - Notice to Owner/Occupant – 10323 Archwood Drive

According to records at City Hall, you are the owner and/or occupant of the property and the property improvements at 10323 Archwood Drive. Upon inspection of the property, the following defects, conditions and/or violations of Portage City Codes have been identified:

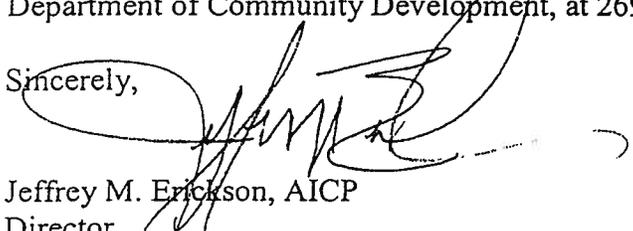
1. Major water damage to the structure has occurred as the result of a malfunctioning and/or broken waterline located on the second floor of the house. Standing water (approximately 7-feet deep) is located in the basement of the house.
2. The structural integrity of the first and second floor of the house is not known as a result of the water damage.
3. The electrical, plumbing and mechanical systems for the house are no longer functional as the result of the water damage (i.e., furnace, water heater, etc.).

Because of these significant violations/deficiencies and building deterioration, the above referenced house has been determined to be unsafe as defined in Section 42-1341 of the City of Portage Building and Housing Code.

To ensure neighborhood public health and safety, immediate progress to repair or remove the house within 30 days is required in order to avoid enforcement proceedings for the house as an unsafe structure.

If you have any questions, please contact Terry Novak, Deputy Director of Building Services, Department of Community Development, at 269-329-4477.

Sincerely,


Jeffrey M. Erickson, AICP
Director

C. Wells Fargo Financial America, 6412 South Westnedge Avenue, Portage, MI 49002 (sent certified)
Wells Fargo Financial, 800 Walnut Street, Des Moines, IA 50309 (sent certified)

ec: Terry A. Novak, Deputy Director of Building Services
Vicki Georgeau, Deputy Director of Neighborhood Services

S:\2010-2011 Department Files\Address Files\A\2010 02 09 TAN 101323 Archwood Drive Unsafe Structure.doc

March 26, 2010

Sent Certified Mail and Posted on Site

Mr. George W. Clark VI
2204 Prosperity Drive
Portage, MI 49002

Dear Mr. Clark:

RE: Notice of Show Cause Hearing – 10323 Archwood Drive

The vacant house located at 10323 Archwood Drive has not been made safe in accordance with the provisions of the Codified Ordinances of the City of Portage, Michigan. The following defects, conditions and/or violations cited in the February 9, 2010 Unsafe Structure notice have not been properly addressed:

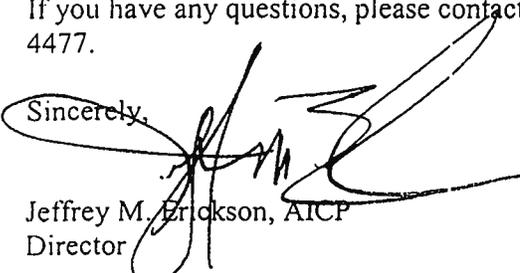
1. Major water damage to the structure has occurred as the result of a malfunctioning and/or broken waterline located on the second floor of the house. Standing water (approximately 7-feet deep) was located in the basement of the house as the result of the water leak.
2. The structural integrity of the first and second floors of the house is likely to be compromised as a result of the water damage.
3. The electrical, plumbing and mechanical systems for the house are no longer functional as the result of the water damage (i.e., furnace, water heater, etc.).

As a result of these continued violations, you are hereby notified that a hearing on the condition of the house will be held before the Construction Board of Appeals at 5:00 p.m. on April 12, 2010. The meeting will be held in Conference Room One of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. At this hearing, you will have the opportunity to show cause as to why the house should not be ordered demolished or otherwise made safe. The owner and any occupant of the house shall have the right at the hearing to cross-examine witnesses who testify against the owner's and/or occupant's interests and the right to produce witnesses on your own behalf, including the use of pictures, video tapes or other recording devices.

The decision of the Construction Board of Appeals may be appealed to City Council for review within ten (10) days after the decision of the Board and, after review by Council, may be appealed to the Kalamazoo County Circuit Court within twenty (20) days after the decision of the Council.

If you have any questions, please contact the Division of Building Services, Department of Development, 329-4477.

Sincerely,


Jeffrey M. Erickson, AICP
Director

- C. Wells Fargo Financial America, 6412 South Westnedge Avenue, Portage, MI 49002 (sent certified)
Wells Fargo Financial, 800 Walnut Street, Des Moines, IA 50309 (sent certified)

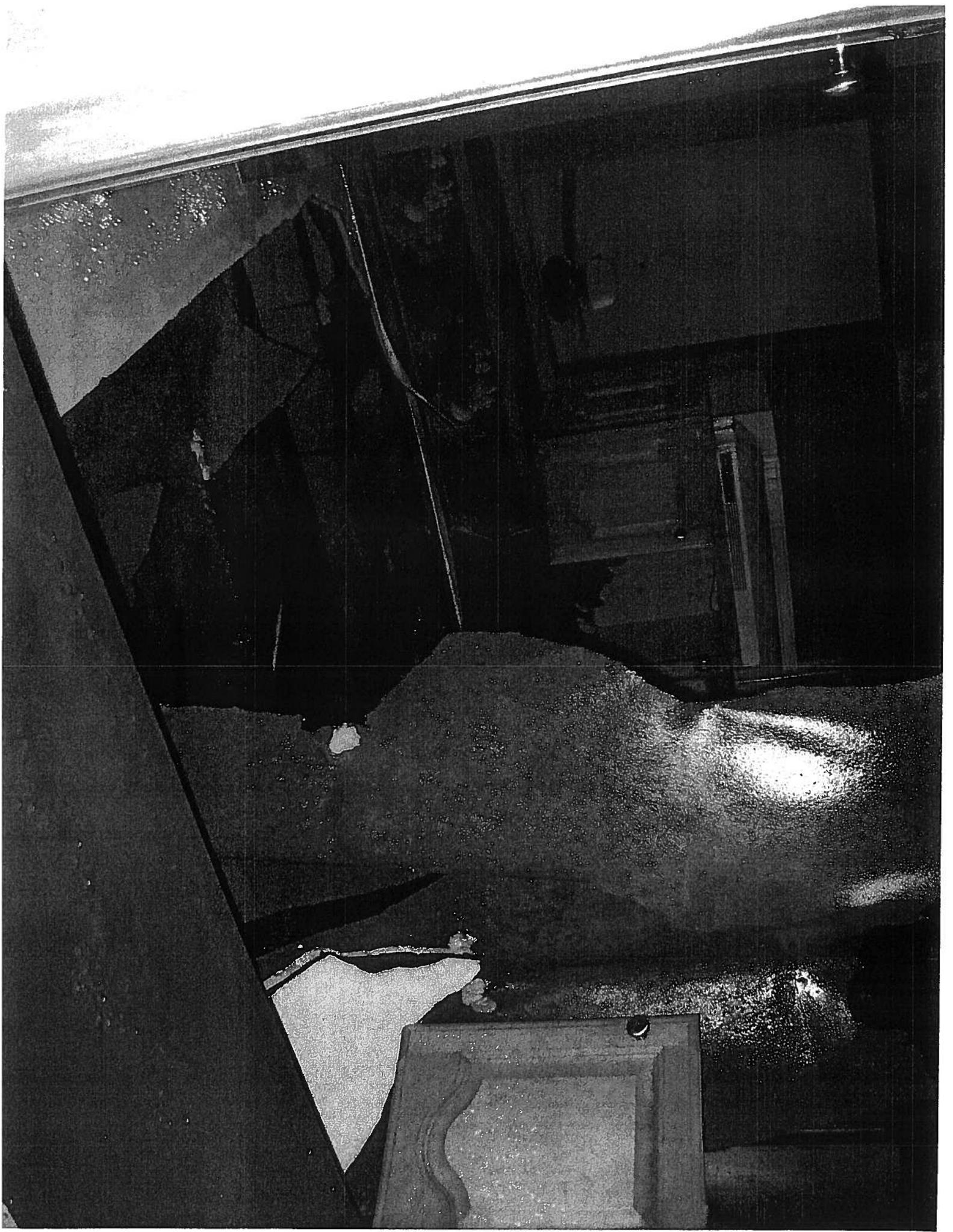
cc: Terry A. Novak, Deputy Director of Building Services
Vicki Georgeau, Deputy Director of Neighborhood Services

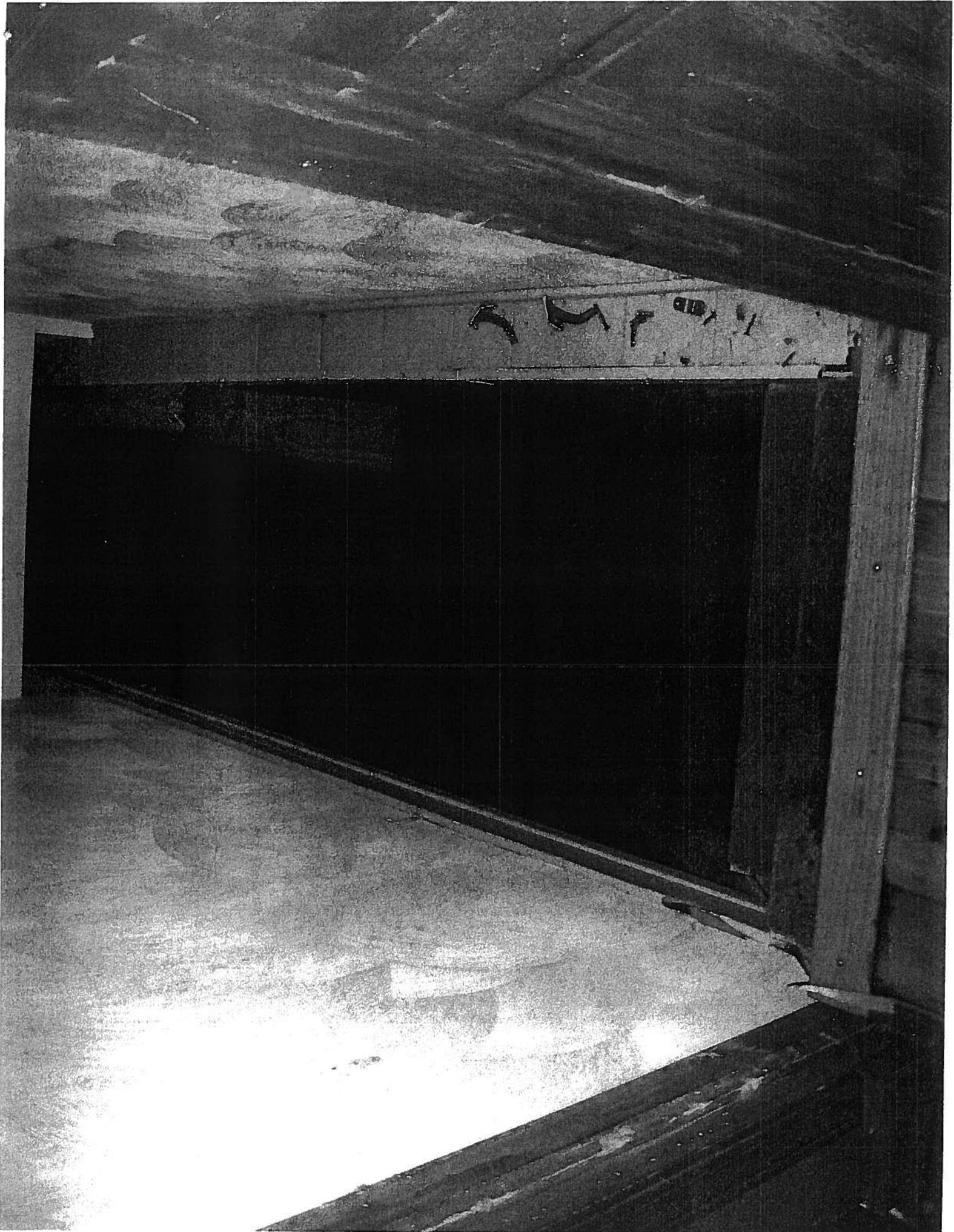
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CITY OF PORTAGE CONSTRUCTION BOARD OF APPEALS

DRAFT

Minutes of Meeting – April 12, 2010

The City of Portage Construction Board of Appeals meeting of April 12, 2010 was called to order at 5:00 p.m. in Conference Room One of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

MEMBERS PRESENT:

Thomas Wilkinson, Lawrence Schmidt, Bill Miller and John Kounelis.

MEMBERS ABSENT:

None

MEMBERS EXCUSED:

William Leach, William Koopsen and Brett Grossman.

IN ATTENDANCE:

Terry Novak, Deputy Director of Building Services and Mike Beery Building Inspector.

APPROVAL OF MINUTES:

The minutes of November 30, 2009 were approved.

BOARD ACTION:

10323 Archwood Drive – Show Cause Hearing for water damaged single-family house.

Chairman Wilkinson commenced the Show Cause Hearing for the vacant single-family house located at 10323 Archwood Drive. Deputy Director Novak provided background information including the citizen notification of water emanating from the house and the follow up action taken by the Department of Community Development and Fire Department. Deputy Director Novak informed the Board that approximately eight foot of water was observed in the basement of the house and that portions of the first floor ceiling of the house had collapsed. Building inspector Beery advised that on a recent inspection of the house mold was observed through the windows and that there was also a concern regarding the structural integrity of the damaged structural components of the house. Deputy Director Novak advised the Board that unsafe structure and show cause hearing notifications were transmitted to the property owner listed on the tax rolls as required by ordinance and also to the local and national mortgage company office of Wells Fargo to ensure all interested parties received notification. Deputy Director Novak further advised an April 8, 2010 email communication was received from Chad McDowell, Real Estate Property Preservation Representative for Wells Fargo requesting that the hearing be postponed until April 29, 2010 to allow time for the demo work to be completed. Deputy Director Novak read the email verbatim to the Board and advised that he had spoken to Mr. McDowell and agreed to relay his request that the Board allow Wells Fargo until April 29, 2010 to remove the house.

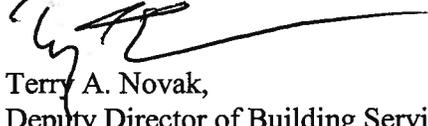
A motion was made by Member Schmidt requiring that the house be razed and removed from the site and the site be restored by April 29, 2010. If the owner fails to complete the demolition and site restoration, the matter is to be transmitted to City Council for authorization to raze the structure. Member Miller seconded

the motion and it passed unanimously.

ADJOURNMENT:

The Board meeting adjourned at 5:20 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Terry A. Novak", written over the text "Respectfully Submitted,".

Terry A. Novak,
Deputy Director of Building Services

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 3, 2010

FROM: James R. Hudson, City Clerk *JRH (for)*

SUBJECT: Special Meeting to Interview Youth in Government Applicants

ACTION RECOMMENDED: That City Council set a Special Meeting on Tuesday, June 8, 2010, beginning at 5:45 p.m. to interview youth applicants to fill openings on the Youth Advisory Committee and Boards and Commissions.

It is recommended that City Council set a Special Meeting on Tuesday, June 8, 2010, beginning at 5:45 p.m. to interview youth applicants for openings on the Youth Advisory Committee, Environmental Board, Historic District Commission, Human Services Board, Park Board and Senior Citizens Advisory Board.

Youth Advisory Committee	Up to 15 positions
Environmental Board	1 position
Historic District Commission	1 position
Human Services Board	1 position
Park Board	1 position
Senior Citizens Advisory Board	1 position

The first meeting of the new Youth Advisory Committee will be scheduled for early June with Deputy City Clerk Adam Herringa serving as staff liaison. Youth participants on various Boards and Commissions will have individual orientation sessions with Board/Commission chairpersons and staff liaisons.

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 7, 2010

FROM: City Council Ad Hoc Cable Access Committee*

SUBJECT: Resolution to Join Public Media Network

ACTION RECOMMENDED: That City Council:

- a. approve the Resolution Approving a Fifth Amendment to the Urban Cooperation Act Agreement which established the Public Media Network to permit the City of Portage to become a Member Public Agency and to approve a Memorandum of Understanding related thereto;
 - b. appoint four individuals to serve on the Public Media Network Board of Directors on behalf of the City of Portage; and
- authorize the City Manager to execute all documents on behalf of the city.

Since January 2008, the Ad Hoc Cable Access Committee has been actively working to enhance cable access programming and services to the community. During the fall of 2008, the Committee oversaw and participated in a community needs assessment, which was conducted to evaluate the services currently being offered and where those services could be improved. Subsequent to the community needs assessment, a request for proposal (RFP) was developed and issued for the delivery of cable access television services within the City of Portage. The city received four proposals to the RFP during the summer of 2009. The Committee and City Administration reviewed the proposals and worked with the vendors who submitted the proposals on points of clarification and additional requirements for the services to be provided.

After a thorough review of vendor capabilities, the Committee recommended that the city join the Public Media Network (PMN), a five-member municipal consortium currently located in downtown Kalamazoo, for the provision of cable access programming and services to the community. PMN was the only vendor that met all the Committee requirements as well as a reduction in the annual services fee. City Council adopted a Resolution of intent to join PMN in December 2009.

Since that time, the Committee and City Administration have worked with PMN to finalize the agreement documents, which include the attached Fifth Amendment to the Urban Cooperation Act Agreement which established the PMN to permit the City of Portage to become a Member Public Agency and the Memorandum of Understanding.

The final documents provide for the development of a new Government Video Production Unit (GVPU) which will be constructed in the City Centre in a cooperative effort with the Portage Public Schools (PPS). It is anticipated that PMN and PPS will finalize a lease arrangement to allow for a portion of the Waylee Elementary facility located at 8106 Waylee to be reused as the GVPU. This new unit will expand the offerings provided by PMN to include exclusive video production resources for the member agencies. In addition, by joining PMN, the City of Portage expenditures for the provision of cable access services will be reduced by 20 percent as compared to the current arrangement with PPS for cable access services. The additional revenue can be utilized by the City Administration to help offset revenue reductions as a result of the current state of the economy.

It is important to note that by approving the Resolution to join PMN, the city relinquishes all decision-making, financial management and day-to-day operational authorities to the PMN Board of Directors. However, the City of Portage will be represented on the Board of Directors with four members to be appointed by the City Council. The Committee recommends that Council appoint two Councilmembers and two citizens-at-large to fill these positions. The Councilmembers would serve at the pleasure of the Council with no term limits. While future citizen-at-large members would be appointed for three-year terms, the initial appointment would be one for a three-year term and one for a two-year term in order to stagger the expiration of the terms.

To work toward a smooth transition, the start date with PMN has been determined to be July 1, 2010. This date was selected for financial, operational and community awareness reasons. July 1 represents the beginning of the new fiscal year and allows all parties the necessary time to communicate the change to the community as well as transition the new cable casting infrastructure from PPS to PMN.

It is recommended that City Council approve the attached Resolution Approving a Fifth Amendment to the Urban Cooperation Act Agreement which established the Public Media Network to permit the City of Portage to become a Member Public Agency and to approve a Memorandum of Understanding related thereto. It is further recommended that the Council appoint to the PMN Board of Directors Mayor Pro Tem Ed Sackley and Councilmember Claudette Reid and two citizens-at-large – one for a three-year term and one for a two-year term – who will be interviewed and selected as part of the Board and Commission interview process on Tuesday, May 11, 2010.

Attachments

1. Resolution Approving a Fifth Amendment to the Urban Cooperation Act Agreement
2. Fifth Amendment to the Urban Cooperation Act Agreement
3. Memorandum of Understanding

* Mayor Pro Tem Ed Sackley
Councilmember Margaret O'Brien
Councilmember Claudette Reid

CITY OF PORTAGE

RESOLUTION APPROVING A FIFTH AMENDMENT TO THE URBAN COOPERATION ACT AGREEMENT WHICH ESTABLISHED THE PUBLIC MEDIA NETWORK TO PERMIT THE CITY OF PORTAGE TO BECOME A MEMBER PUBLIC AGENCY AND TO APPROVE A MEMORANDUM OF UNDERSTANDING RELATED THERETO

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall in said City on the _____ day of _____, 2010, at 7:30 p.m. local time.

PRESENT:

ABSENT:

Resolution offered by:

Seconded by:

WHEREAS, certain local governments (the "Member Public Agencies") have entered into an Urban Cooperation Act Agreement (the "Agreement") to establish the Public Media Network as a separate legal entity to administer cable television public access and other community media services on a cooperative basis; and

WHEREAS, the Agreement establishes a Board of Directors to operate the Public Media Network ("PMN"); and

WHEREAS, the Board of Directors of the PMN has recommended to the Member Public Agencies that the Agreement be amended to permit the City of Portage to join the PMN as a Member Public Agency on the terms and conditions of the Agreement and a Memorandum of Understanding between the PMN and the City of Portage; and

WHEREAS, the Board of Directors of PMN has submitted to the Member Public Agencies a Fifth Amendment to the Agreement (attached) and a Memorandum of Understanding (attached) and requested that both be approved; and

WHEREAS, the Agreement provides that it may be amended with the approval of two-thirds of the Member Public Agencies; and

WHEREAS, the City of Portage finds and determines it to be in the public interest to approve the Fifth Amendment and the Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the City of Portage hereby approves the Fifth Amendment and Memorandum of Understanding in substantially the form attached to this Resolution.

BE IT FURTHER RESOLVED that the City of Portage and the Board of Directors of PMN are hereby authorized to sign the Fifth Amendment and Memorandum of Understanding in substantially the form attached to this Resolution.

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

YEAS:

NAYS:

ABSENT:

James R. Hudson, City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the ____ day of _____, 2010, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day of _____, 2010.

James R. Hudson, City Clerk

Approved as to Form
Date: 5/5/2010
HW
City Attorney

Z:\Jody\PORTAGE\RES\PMN Resolution.050410.wpd

**FIFTH AMENDMENT TO THE URBAN COOPERATION ACT
AGREEMENT ESTABLISHING THE PUBLIC MEDIA NETWORK
TO AUTHORIZE THE CITY OF PORTAGE TO BECOME A MEMBER OF THE
PUBLIC MEDIA NETWORK**

WHEREAS, the City of Kalamazoo, the Charter Township of Kalamazoo, the Charter Township of Oshtemo, the Charter Township of Comstock, and the City of Parchment (hereinafter the "Member Public Agencies") have previously entered into an Urban Cooperation Act Agreement to establish Public Media Network to administer cable television public access and other community media services, and

WHEREAS, the City of Portage has requested to join Public Media Network and to become a Member Public Agency as described in the Urban Cooperation Act Agreement, and

WHEREAS, the Board of Directors of Public Media Network has recommended to the Member Public Agencies that the Urban Cooperation Act Agreement be amended to authorize the City of Portage to become a Member Public Agency, and

WHEREAS, the Member Public Agencies have determined that it would be in the public interest of their respective communities and would advance the efforts of Public Media Network in providing public access and other community media services if the City of Portage joined Public Media Network,

NOW, THEREFORE, IT IS AGREED between the Member Public Agencies that the Agreement shall be amended as follows:

1. Section 1 of the Urban Cooperation Act Agreement is hereby amended to read in its entirety as follows:

1. Membership. The following public agencies shall become members and parties to this Urban Cooperation Act Agreement:

- A. City of Kalamazoo
- B. Charter Township of Kalamazoo
- C. Charter Township of Oshtemo
- D. City of Parchment
- E. Charter Township of Comstock
- F. City of Portage

2. Section 23 of the Urban Cooperation Act Agreement is amended to read in its entirety as follows:

23. Additional Members. Additional Member Public Agencies may become parties to this Agreement under the same terms and conditions as the original members were permitted to become parties. Additionally, a prospective Member Public Agency may become a party to this Agreement upon terms and conditions in addition to those specified in this Agreement as amended, conditioned upon the approval of the Board of Directors of the Public Media Network and the Member Public Agencies. Such additional terms and conditions shall have the same status and effect as the terms and conditions in this Agreement as amended and shall be set forth in a Memorandum of Understanding executed between the prospective Member Public Agency and Public Media Network.

3. All other sections of the Urban Cooperation Act Agreement, as amended by the First, Second, Third, and Fourth Amendments which are not amended by this Fifth Amendment shall remain in full force and effect.

4. This Fifth Amendment, after being approved and signed by the Member Public Agencies, shall be filed with the Kalamazoo County Clerk and the Secretary of State and shall become effective on July 1, 2010.

CITY OF KALAMAZOO

By: _____

By: _____

Date: _____

TOWNSHIP OF OSHTEMO

By: _____

By: _____

Date: _____

TOWNSHIP OF COMSTOCK

By: _____

By: _____

Date: _____

TOWNSHIP OF KALAMAZOO

By: _____

By: _____

Date: _____

CITY OF PARCHMENT

By: _____

By: _____

Date: _____

CITY OF PORTAGE

By: _____

By: _____

Date: _____

APPROVED AS TO FORM
DATE 5/5/2010
[Signature]
CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated _____, 2010, is between Public Media Network, a public body corporate established by local municipalities under the Michigan Urban Cooperation Act, whose address is 359 S. Kalamazoo Mall, Ste. 300, Kalamazoo, MI 49007, (hereafter PMN), and the City of Portage, a Michigan municipal corporation, whose address is 7099 South Westnedge Ave., Portage, MI 49002, and is as follows:

Whereas, the City of Portage issued a Request for Proposals (RFP) for Public, Education, and Government Access Television Services on March 23, 2009, and

Whereas, the Public Media Network Board of Directors authorized the submission of a proposal in response to the City of Portage RFP on March 26, 2009, and a final proposal was submitted to the City of Portage on April 22, 2009, and

Whereas, in response to various questions and inquiries, Public Media Network submitted Board authorized supplemental responses to the City of Portage on June 26, 2009, July 31, 2009, and September 25, 2009, and

Whereas, Public Media Network's original proposal and supplemental responses provided the basis for the City of Portage's decision to become a Member Public Agency of PMN, they are included within this Memorandum of Understanding, and

Whereas the City of Portage desires to become a Member Public Agency of PMN, and

Whereas, PMN desires to have the City of Portage become a member, and

Whereas, the City of Portage and PMN desire to set forth their understandings of the terms and conditions upon which the City of Portage will join the PMN,

Now, therefore, PMN and the City of Portage agree that in addition to the conditions set forth in the Urban Cooperation Act Agreement, as amended, establishing PMN, the following conditions will apply to the membership of the City of Portage in PMN:

1. Government Production Service Unit. PMN will create a Government Production Services Unit (GPSU) for the production of informational media content for each Member Public Agency. This content will generally include, but not be limited to, regular and special meeting coverage, special "Town Hall" meetings, election and candidate forums, news and information content about municipal services, public safety and emergency management information, and electronic bulletin board announcements.

PMN will locate the GPSU facility in the City of Portage. Public Media Network, the City of Portage, and the Portage Public Schools are engaged in negotiations for the use of a portion of the Portage Public School's Training and Technology Center (formerly known as Waylee Elementary School) as a location for the Government Production Services Unit. In the event that an agreement for the use of the Portage Public School's Training and Technology Center cannot be reached by on or about March 31, 2010, Public Media Network will seek an alternative location for the Government Production Services Unit within the City of Portage. PMN will make a good faith effort to complete and have operational the GPSU facility in the City of Portage on or about December 01, 2010.

2. Public, Education, Government (PEG) Operation and Services. PMN will provide media production training, equipment loan, and PEG programming telecast services for all residents and community organizations in the PMN service area, including the City of Portage, from its existing facility located at The Epic Center, 359 S. Kalamazoo Mall, Suite 300, Kalamazoo, Michigan. This includes the operation of PMN's five existing PEG channels (19, 20, 21, 22, and 95) and does not include the operation of dedicated PEG channels for City of Portage cable television customers.

PMN will evaluate and consider a plan for providing PEG facilities and services in the City of Portage when resources and opportunities permit as determined by the PMN Board of Directors. This evaluation and planning process will be conducted between July 1, 2010 and December 31, 2010 and will consider the financial and operational conditions upon which such facilities and services could be provided.

3. AT&T Interconnection. Prior to its decision to join PMN, the City of Portage authorized and completed the interconnection of two (2) PEG channels to AT&T's U-verse cable television system. PMN's current Member Public Agencies (the City of Kalamazoo, the City of Parchment, the Charter Township of Oshtemo, the Charter Township of Kalamazoo, and the Charter Township of Comstock) (referred to individually as a "Current Member Public Agency" and collectively as the "Current Member Public Agencies") have not authorized interconnection of PMN channels to AT&T's U-verse cable television system due to inferior picture quality and functionality issues, and have reserved that decision for a future date.

The existing City of Portage PEG channel connection to AT&T will be maintained by connecting up to three (3) of PMN's PEG channels to the AT&T U-verse cable television system. The City of Portage will make arrangements to use the existing City of Portage/Portage Cable Access signal encoding devices, and acquire any additional encoding devices if necessary, to provide the City of Portage PEG interconnection for up to three (3) of PMN's PEG channels to AT&T. The City of Portage will also acquire the appropriate bandwidth for the transmission of up to three (3) PEG channels to the AT&T U-verse cable television system. The expenditures incurred by the City of Portage

to maintain the PEG interconnection for up to three (3) of PMN's PEG channels to the AT&T U-verse cable television system will be documented and deducted from the applicable Public Service Fee owed to Public Media Network by the City of Portage.

Public Media Network will provide technical assistance to the City of Portage for the installation, maintenance, and monitoring of the PEG signal interconnection to the AT&T U-verse cable television system.

The Current Member Public Agencies of PMN shall not be compelled to seek PEG interconnection with AT&T. Upon authorization of any Current Member Public Agency for PMN to interconnect PEG channels to the AT&T U-verse cable television system, such Current Member Public Agency will provide PMN with its escrowed AT&T Public Service Fees and will commence all applicable payments specified in Section 6 of the Urban Cooperation Act Agreement as amended.

Upon all Current Member Public Agencies authorizing interconnection of PMN channels to AT&T U-verse, PMN will assume full responsibility for PEG channel interconnection, maintenance, and monitoring for all members with AT&T U-verse service including the City of Portage.

4. Service Commencement. PMN will initiate PEG services for the City of Portage and the City of Portage will begin financial contributions and PMN Board participation on PMN on July 1, 2010. Similar to its delivery of PEG services to other Member Public Agencies, PMN will reasonably accommodate the timing and scheduling needs of the City of Portage and the Portage Public Schools in its delivery of PEG services to the Portage community.

5. City of Portage Video Production Facilities, Systems and Equipment. The City of Portage will transfer to PMN by appropriate documentation all video production facilities, systems, and equipment currently owned by the City of Portage in use by Portage Cable Access as managed by the Portage Public Schools. PMN and the City of Portage will jointly evaluate the video production facilities, systems, and equipment prior to making a decision on re-purposing, repair, or disposal.

6. Documents: The following documents are hereby incorporated as fully part of this Agreement as if herein set out verbatim, or if not attached, as if hereto attached:

- a. PMN letter to R. Luders dated December 9, 2009
- b. PMN letter to D. Mackinder dated November 16, 2009
- c. PMN supplement response documents dated September 25, 2009, July 31, 2009 and June 26, 2009 and email dated August 6, 2009
- d. The PMN Proposal dated April 22, 2009

In the event that any provision conflicts with any other provision within the documents above, the provision within the document first enumerated above shall govern, except as otherwise specifically stated.

7. Liability. This Memorandum of Understanding sets forth the understandings, plans, and intentions of the parties. Both parties will use their best efforts to carry out the terms and conditions of this Memorandum of Understanding. However, neither party wishes to incur any liability as a result of entering into this Memorandum of Understanding. Thus, in the event of a breach or violation of this Memorandum of Understanding, neither party shall have any liability to or claim against the other party.

Public Media Network

City of Portage

By: _____
Its: Executive Director

By: _____
Its: City Manager

By: _____
Its: Board Chair
Dated: _____, 2010

Dated: _____, 2010

APPROVED AS TO FORM
DATE 5/5/2010
Rej
CITY ATTORNEY

CITY OF PORTAGE

COMMUNICATION

TO: Honorable Mayor and City Council

DATE: May 3, 2010

FROM: Maurice S. Evans, City Manager



SUBJECT: City Hall and Senior Center Insulation Upgrades – Bid Recommendation

ACTION RECOMMENDED: That City Council accept the low bid submitted by Premier Roofing and Exteriors in the amount of \$40,880 for insulation upgrades in City Hall and the Senior Center and authorize the City Manager to execute all documents related to this action on behalf of the city.

The City of Portage has received Energy Efficiency and Conservation Block Grant (EECBG) funding from the Federal Government. The EECBG program is designed to provide financial assistance to municipalities for the improvement of energy efficiency within public buildings. Projects approved for the city include the replacement and addition of insulation in City Hall and Senior Center. The existing insulation, soffit venting and vapor barriers need to be inspected and restored to provide greater energy efficiency. In addition, approximately eight inches of blown in insulation will be added to increase the insulating value to R-19.

Sealed bids were received from five area vendors on April 15, 2010, with the low bid in the amount of \$40,880 submitted by Premier Roofing and Exteriors of Grandville, Michigan. The work is anticipated to be complete by early July.

It is recommended that City Council accept the low bid of \$40,880 submitted by Premier Roofing and Exteriors for City Hall and Senior Center insulation upgrades and authorize the City Manager to execute all documents related to this action. The bid tabulation is attached for the information of City Council. All funding for these projects is provided through the EECBG.

Attachment

Bid Tabulation
City Hall and Senior Center Insulation Improvements

<u>Bidder</u>	<u>City Hall</u>	<u>Senior Center</u>	<u>Grand Total</u>
Premier Roofing & Exteriors 3090 Pine Ave. Grandville, MI 49418	\$36,792.00	\$4,088.00	\$40,880.00
Kasten Insulation 8065 Cox's Drive Portage, MI 49002	\$38,624.00	\$3,601.00	\$42,225.00
Summit Building Services, LLC 2943 W. Dickman Rd. Battle Creek, MI 49017	\$50,600.00	\$7,250.00	\$57,850.00
Whitson Insulation Co. of Grand Rapids, Inc. 4287 Brockton Dr. SE Grand Rapids, MI 49512	\$61,050.00	\$7,680.00	\$68,730.00
Exteriors of Lansing, Inc. Exteriors of Kalamazoo, Inc. 212 W. Mt. Hope Lansing, MI 48910	\$85,200.00	\$8,400.00	\$93,600.00
<u>Non-Responsive Bid</u>			
Kuiper Building Services, LLC 1831 S. Westnedge Ave. Kalamazoo, MI 49008			

MATERIALS TRANSMITTED

Friday, April 23, 2010

1. Communication from the City Manager regarding the 2010 Utility Rate Financial Study – Information Only.
2. Communication from the City Manager in follow-up to issues raised at the City Council Committee of the Whole meeting regarding assessing issues on April 13, 2010.



Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager