

**FINAL AGENDA FOR THE COUNCIL MEETING**  
**CITY OF PORTAGE**  
**June 22, 2010**

7:30 p.m. Call to Order.

Invocation: Pastor Phillip Kok of Prairie Edge Christian Reformed Church of Portage.

Pledge of Allegiance.

Roll Call.

Proclamations:

- A. Approval of the Special and Regular Meeting Minutes of June 8, 2010.
- \* B. Approval of Consent Agenda Motions.
- \* C. Communication from the City Manager recommending that City Council approve the Check Register of June 22, 2010, as presented.
- D. Public Hearings:
- E. Petitions and Statements of Citizens.
  - 1. Presentation by the Kalamazoo County Transportation Authority.
- F. Reports from the Administration:
  - \* 1. Communication from the City Manager recommending that City Council approve the Fiscal Year 2010-11 Community Development Block Grant Fund contracts and General Fund human/public services contracts and authorize the City Manager to execute all documents on behalf of the city.
  - \* 2. Communication from the City Manager recommending that City Council approve a contract in the not-to-exceed amount of \$25,000 for the continued consulting services of Joyce Foondle, Southwest Michigan Government Consultants, for assistance in the Office of the City Assessor and authorize the City Manager to execute all documents related to this contract on behalf of the city.
  - \* 3. Communication from the City Manager recommending that City Council award a contract to the sole source provider, Road Safety International, Inc., of Thousand Oaks, California, in the amount of \$16,500 for the purchase of the Safe Force Driving System and authorize the City Manager to execute all documents related to this contract on behalf of the city.
  - 4. Communication from the City Manager recommending that City Council approve a permit for a proposed fireworks display on July 3, 2010, sponsored by the Portage Rotary Club.
  - \* 5. Communication from the City Manager requesting that City Council go into closed session immediately following the regularly scheduled meeting of Tuesday, June 22, 2010, to discuss a personnel matter.
  - \* 6. Communication from the City Manager regarding the May 2010 Summary Environmental Activity Report – Information Only.
  - \* 7. Department Monthly Reports.
- G. Communications:
- H. Unfinished Business:
- \* I. Minutes of Boards and Commissions Meetings:
  - 1. Portage Zoning Board of Appeals of May 10, 2010.
  - 2. Portage Historic District Commission of May 12, 2010.
  - 3. Portage Planning Commission of May 20, 2010.

J. Ad Hoc Committee Reports:

K. New Business:

L. Bid Tabulations:

- \* 1. Communication from the City Manager recommending that City Council award a contract for maintenance of the city traffic signal system from July 1, 2010, to June 30, 2013, to Windemuller Electric, Incorporated, in the not-to-exceed amount of \$125,700 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- \* 2. Communication from the City Manager recommending that City Council approve the purchase of Hewlett-Packard consolidated storage equipment from SARCOM, Incorporated, at a total cost of \$42,310 and authorize the City Manager to execute all documents related to this action on behalf of the city.
- \* 3. Communication from the City Manager recommending that City Council award a contract for the Westfield Well #2 Pump and Motor Rehabilitation to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$15,600 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

M. Other City Matters:

- 1. Statements of Citizens.
- 2. From City Council and City Manager.
- \* 3. Reminder of Meetings:
  - a. Thursday, June 24, 4:30 p.m., Public Media Network Board, 359 S. Kalamazoo Mall, 3<sup>rd</sup> Floor.
  - b. Thursday, July 1, 7:00 p.m., Planning Commission, City Council Chambers.
  - c. Tuesday, July 6, 7:30 a.m., Portage Advisory Council, City Hall Room #1.
  - d. Wednesday, July 7, 6:30 p.m., Park Board, Ramona Park followed by Lakeview Park.
  - e. Monday, July 12, 7:00 p.m., Zoning Board of Appeals, City Council Chambers.

N. Materials Transmitted of June 8, 2010.

Adjournment.

# CITY COUNCIL MEETING SUMMARY

June 8, 2010

## CHECK REGISTER

- ◆ Approved the Check Register of June 8, 2010, as presented.

## REPORTS FROM THE ADMINISTRATION

- ◆ Adopted the Resolution awarding the bid for the City of Portage Capital Improvement Bonds, Series 2010, in the amount of \$3,850,000 to Wells Fargo Advisors at 3.808149%.
- ◆ Adopted the Resolution Designating Polling Places and Rate of Compensation for the August 3, 2010 Primary Election.
- ◆ Ordered notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2010, will be transferred to the 2010 city tax roll and assessed against property for which the services were furnished.
- ◆ Accepted Rezoning Application #09-02 for first reading and set a public hearing for July 13, 2010, at 7:30 p.m. or as soon thereafter as may be heard; and subsequent to the public hearing, consider approving Rezoning Application #09-02 and rezone the area from R-1C, one family residential, and R-1T, attached residential, to R-1B, one family residential, with the exception of 9842 Oakland Drive.
- ◆ Approved a one-year contract with Kalamazoo In Bloom and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Held a closed session immediately following the regularly scheduled City Council Meeting of June 8, 2010, to discuss an attorney/client communication.
- ◆ Received the communication from the City Manager regarding the Disposition of Legal Matters as information only.
- ◆ Received the communication from the City Manager regarding assessing-related questions raised at the May 25, 2010 City Council Meeting as information only.
- ◆ Received the communication from the City Manager regarding the provision of Ambulance Services within the City of Portage as information only.

## BID TABULATIONS

- ◆ Approved a contract with Michigan Paving & Materials Company to provide reconstruction to selected local streets and asphalt surface repairs to isolated sections of major streets in the not-to-exceed amount of \$645,425.34, approved the added expenditure of approximately \$153,000 for additional street repair at unit pricing within this contract and authorized the City Manager to execute all documents related to this contract on behalf of the city.
- ◆ Approved the low bid from HouseWorks Service, Incorporated, for cleaning maintenance of park facilities for the period July 1, 2010 through June 30, 2011 in the amount of \$16,080, with an option for a contract renewal up to three years and authorized the City Manager to execute all documents related to this action on behalf of the city.

## STUDENT APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

- ◆ Appointed Eric Alden, Taylor Bruinwood, Lauren Centers, Sujay Dewan, Abhiram Krishnan, Humza Mirza, George Norg, Matthew Cartier, Andrew Chen, Matt Chen, Leonardo Fernandez, Kitu Komya, Sarah Perry, Ryan Poniedzielski, Maddie Sandmeyer and Nolan Stoffer with terms ending June 30, 2011, to the Youth Advisory Committee; appointed Alexander Bullard-Marshall with term ending June 30, 2011, to the Environmental Board; appointed Tyler Harper with term ending June 30, 2011, to the Historic District Commission; appointed Kyle Huitt with term ending June 30, 2011, to the Human Services board; appointed Tucker Webb with term ending June 30, 2011, to the Park Board; and appointed Fatima Mirza with term ending June 30, 2011, to the Senior Citizens Advisory Board.

## STATEMENTS OF CITIZENS

- ◆ Jim Carroll, 401 Gingham, expressed appreciation for the research and the report provided by City Manager Maurice Evans and Fire Chief Randy Lawton in Item F.9, Ambulance Services in the City of Portage – Information Only. He also asked for a public notice informing those who have emergency medical services (EMS) subscriptions to Pride Care EMS that they are not covered by Life EMS and vice versa. Mayor Strazdas expressed heartfelt condolences to Mr. Carroll for the loss of his wife and thanked Mr. Carroll for keeping the public aware of this issue.

## CLOSED SESSION

- ◆ Denied the appeal from Mary Beers, 6069 Celery Street, regarding the request for Police Department Records Case #05-7135 pursuant to the Freedom of Information Act and directed the City Clerk to provide notice to Mary Beers.

## **STATEMENTS OF CITY COUNCIL AND CITY MANAGER**

- ◆ Councilmembers Randall and Reid, Mayor Pro Tem Sackley and Mayor Strazdas shared their experiences at the Kalamazoo Central High School Commencement of the Class of 2010 and the visit by President Barack Obama as the keynote speaker. Councilmember O'Brien recognized the work performed by Mayor Strazdas in his capacity as Western Michigan University Associate Vice President for Facilities Management that helped make the event very successful.
- ◆ Councilmember O'Brien also reminded everyone of the Portage Soccer Classic, June 11 through June 13, 2010, Portage, and the Kalamazoo Soccer Showcase, June 26 and 27, 2010, Kalamazoo, and thanked the youth who volunteered to participate on the Youth Advisory Committee and as liaisons to the Environmental Board, the Historic District Commission, the Human Services Board, the Park Board and the Senior Citizen Advisory Board.
- ◆ Mayor Pro Tem Sackley indicated that a recent visit to Mann+Hummel revealed that they have brought 100 workers to the Portage facility between May, 2009, and May, 2010, and had to move the distribution process to the MidLink facility for shipment to all parts of the country and overseas because of being overcapacity.
- ◆ Councilmembers O'Brien and Urban shared their Memorial Day Parade experiences and Mayor Strazdas thanked City Council for participating in the parade and thanked the community for helping make the visit by President Obama possible and for helping to make the event such a success.

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

## MINUTES OF THE SPECIAL MEETING OF THE PORTAGE CITY COUNCIL OF JUNE 8, 2010 - YOUTH ADVISORY COMMITTEE AND YOUTH PARTICIPANTS ON VARIOUS BOARDS AND COMMISSIONS

Mayor Peter Strazdas called the meeting to order at 5:46 p.m. The following Councilmembers were present: Councilmembers Margaret O'Brien, Patricia Randall, Claudette Reid, Terry Urban, Mayor Pro Tem Ed Sackley and Mayor Peter Strazdas. Councilmember Elizabeth Campbell arrived at 6:58 p.m. Also present were City Manager Maurice Evans, City Clerk James Hudson and Deputy City Clerk Adam Herringa.

Mayor Strazdas asked City Council and those present to introduce themselves. At the request of Mayor Strazdas, Deputy City Clerk Herringa explained the purposes and functions of youth participants on various boards and commissions and on the Youth Advisory Committee.

City Council interviewed the following applicants for the Youth Advisory Committee and Youth Participants on various Boards and Commissions and asked each of them to express a preference for serving:

Eric Alden, Lauren Centers, Sujay Dewan, Abhiram Krishnan, Humza Mirza, George Norg, Matthew Cartier, Andrew Chen, Matt Chen, Kitu Komya, Sarah Perry, Ryan Poniedzielski, Maddie Sandmeyer, Nolan Stoffer, Alexander Bullard-Marshall, Tyler Harper, Kyle Huitt, Tucker Webb and Fatima Mirza.

City Council and the students discussed some of the activities and accomplishments of the past year as representatives on their respective board or commission. Discussion followed.

**ADJOURN:** Mayor Strazdas adjourned the meeting at 6:59 p.m.

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James R. Hudson, City Clerk

## CITY COUNCIL MEETING MINUTES FROM JUNE 8, 2010

# DRAFT

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

At the request of Mayor Strazdas, Councilmember O'Brien gave the invocation and the City Council and the audience recited the Pledge of Allegiance.

The City Clerk called the roll with the following members present: Councilmembers Elizabeth A. Campbell, Margaret E. O'Brien, Patricia M. Randall, Claudette S. Reid, Terry R. Urban and Mayor Pro Tem Edward J. Sackley and Mayor Peter J. Strazdas. Also in attendance were City Manager Maurice S. Evans, City Attorney Randall Brown and City Clerk James R. Hudson.

**APPROVAL OF MINUTES:** Motion by O'Brien, seconded by Reid, to approve the May 25, 2010 Regular Meeting Minutes as presented. Upon a voice vote, motion carried 7 to 0.

\* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Randall to read the Consent Agenda. Councilmember Urban asked that Item F.7, Disposition of Legal Matters, 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 CHECK REGISTER OF JUNE 8, 2010:** Motion by Urban, seconded by Reid, to approve the Check Register of June 8, 2010. Upon a roll call vote, motion carried 7 to 0.

### REPORTS FROM THE ADMINISTRATION:

\* **RESOLUTION AWARDING BID:** Motion by Urban, seconded by Reid, to adopt the Resolution awarding the bid for the City of Portage Capital Improvement Bonds, Series 2010, in the approximate amount of \$3,850,000 to Wells Fargo Advisors at 3.808149%. Upon a roll call vote, motion carried 7 to 0.

\* **ELECTION POLLING PLACES AND RATE OF COMPENSATION:** Motion by Urban, seconded by Reid, to adopt the Resolution Designating Polling Places and Rate of Compensation for the August 3, 2010 Primary Election. Upon a roll call vote, motion carried 7 to 0.

\* **DELINQUENT WATER AND SEWER BILLS:** Motion by Urban, seconded by Reid, to order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2010, will be transferred to the 2010 city tax roll and assessed against property for which the services were furnished. Upon a roll call vote, motion carried 7 to 0.

\* **REZONING APPLICATION #09-02 (OAKLAND DRIVE AND OAKLAND FARMS TRAIL):** Motion by Urban, seconded by Reid, to accept Rezoning Application #09-02 for first reading and set a public hearing for July 13, 2010, at 7:30 p.m. or as soon thereafter as may be heard; and subsequent to the public hearing, consider approving Rezoning Application #09-02 and rezone the area from R-1C, one family residential, and R-1T, attached residential, to R-1B, one family residential, with the exception of 9842 Oakland Drive. Upon a roll call vote, motion carried 7 to 0.

\* **CONTRACT APPROVAL - KALAMAZOO IN BLOOM:** Motion by Urban, seconded by Reid, to approve a one-year contract with Kalamazoo In Bloom 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.

\* **CLOSED SESSION:** Motion by Urban, seconded by Reid, to hold a closed session immediately following the regularly scheduled City Council Meeting of June 8, 2010, to discuss an attorney/client communication. Upon a roll call vote, motion carried 7 to 0.

**DISPOSITION OF LEGAL MATTERS - INFORMATION ONLY:** Councilmember Urban indicated that he took the item off for discussion and expressed his opinion that no special meeting of City Council is necessary as was suggested at the March 9, 2010 Special Meeting. Discussion followed.

Councilmember Reid asked City Manager Evans if the trigger mechanisms discussed at the special meeting were clear enough for him to act, or was more clarity necessary. Mr. Evans answered that he would make sure the Administration does its best to keep City Council informed, and that he was comfortable with the level of ambiguity of the terms discussed at the special meeting. Discussion followed.

Mayor Pro Tem Sackley indicated that the city should engage in legal counsel to assist staff with tax appeals and expressed his appreciation for the report.

Motion by Sackley, seconded by O'Brien, to receive the communication from the City Manager regarding the Disposition of Legal Matters as information only. Councilmember Urban indicated that he is satisfied with the report from the City Manager and Mayor Strazdas concurred. Discussion followed. Upon a roll call vote, motion carried 7 to 0.

\* **ASSESSING-RELATED QUESTIONS RAISED AT THE MAY 25, 2010 CITY COUNCIL MEETING - INFORMATION ONLY:** Motion by Urban, seconded by Reid, to receive the communication from the City Manager regarding assessing-related questions raised at the May 25, 2010 City Council Meeting as information only. Upon a roll call vote, motion carried 7 to 0.

\* **AMBULANCE SERVICES IN THE CITY OF PORTAGE - INFORMATION ONLY:** Motion by Urban, seconded by Reid, to receive the communication from the City Manager regarding the provision of Ambulance Services within the City of Portage as information only. Upon a roll call vote, motion carried 7 to 0.

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

Portage Board of Education Special and Regular of April 19, Special Work Session of April 26, Special Meeting and Committee of the Whole Work Session of May 10 and Special Meeting of May 11, 2010.

Portage Park Board of May 5, 2010.

Kalamazoo County Board of Commissioners Committee of the Whole and Regular of May 18, 2010.

## **NEW BUSINESS:**

\* **STUDENT APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS:** Motion by Urban, seconded by Reid, to appoint Eric Alden, Taylor Bruinwood, Lauren Centers, Sujay Dewan, Abhiram Krishnan, Humza Mirza, George Norg, Matthew Cartier, Andrew Chen, Matt Chen, Leonardo Ferdandez, Kitu Komya, Sarah Perry, Ryan Poniedzielski, Maddie Sandmeyer and Nolan Stoffer with terms ending June 30, 2011, to the Youth Advisory Committee; to appoint Alexander Bullard-Marshall with term ending June 30, 2011, to the Environmental Board; to appoint Tyler Harper with term ending

June 30, 2011, to the Historic District Commission; to appoint Kyle Huitt with term ending June 30, 2011, to the Human Services Board; to appoint Tucker Webb with term ending June 30, 2011, to the Park Board; and to appoint Fatima Mirza with term ending June 30, 2011, to the Senior Citizens Advisory Board. Upon a roll call vote, motion carried 7 to 0.

## **BID TABULATIONS:**

\* **STREET PAVING RECONSTRUCTION/REPAIRS - RECOMMENDATION:** Motion by Urban, seconded by Reid, to approve a contract with Michigan Paving & Materials Company to provide reconstruction to selected local streets and asphalt surface repairs to isolated sections of major streets in the not-to-exceed amount of \$645,425.34, approve the added expenditure of approximately \$153,000 for additional street repair at unit pricing within this contract and authorize the City Manager to execute all documents related to this contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

\* **BID RECOMMENDATION – PARK FACILITY CLEANING MAINTENANCE:** Motion by Urban, seconded by Reid, to approve the low bid from HouseWorks Service, Incorporated, for cleaning maintenance of park facilities for the period July 1, 2010, through June 30, 2011, in the amount of \$16,080, with an option for a contract renewal up to three years and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

## **OTHER CITY MATTERS:**

**STATEMENTS OF CITIZENS:** Jim Carroll, 401 Gingham, expressed appreciation for the research and the report provided by City Manager Maurice Evans and Fire Chief Randy Lawton in Item F.9, Ambulance Services in the City of Portage – Information Only. He also asked for a public notice informing those who have emergency medical services (EMS) subscriptions to Pride Care EMS that they are not covered by Life EMS and vice versa. Mayor Strazdas expressed heartfelt condolences to Mr. Carroll for the loss of his wife and thanked Mr. Carroll for keeping the public aware of this issue.

ADJOURNED TO ENTER INTO A CLOSED SESSION: 7:47 p.m.  
RECONVENED: 8:08 p.m.

## **CLOSED SESSION:**

**MARY BEERS, 6069 CELERY STREET, KALAMAZOO:** Motion by Sackley, seconded by O'Brien, to deny the appeal from Mary Beers regarding the request for Police Department Records Case #05-7135 pursuant to the Freedom of Information Act and have the City Clerk provide notice to Mary Beers. Upon a roll call vote, motion carried 7 to 0.

## **OTHER CITY MATTERS:**

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER:** Councilmembers Randall and Reid, Mayor Pro Tem Sackley and Mayor Strazdas shared their experiences at the Kalamazoo Central High School Commencement of the Class of 2010 and the visit by President Barack Obama as the keynote speaker. Councilmember O'Brien recognized the work performed by Mayor Strazdas in his capacity as Western Michigan University Associate Vice President for Facilities Management that helped make the event very successful.

# DRAFT

Councilmember O'Brien also reminded everyone of the Portage Soccer Classic, June 11 through June 13, 2010, Portage, and the Kalamazoo Soccer Showcase, June 26 and 27, 2010, Kalamazoo, and thanked the youth who volunteered to participate on the Youth Advisory Committee and as liaisons to the Environmental Board, the Historic District Commission, the Human Services Board, the Park Board and the Senior Citizen Advisory Board.

Mayor Pro Tem Sackley indicated that a recent visit to Mann+Hummel revealed that they have brought 100 workers to the Portage facility between May, 2009, and May, 2010, and had to move the distribution process to the MidLink facility for shipment to all parts of the country and overseas because of being overcapacity.

Councilmembers O'Brien and Urban shared their Memorial Day Parade experiences and Mayor Strazdas thanked City Council for participating in the parade and thanked the community for helping make the visit by President Obama possible and for helping to make the event such a success.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 8:17 p.m.

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James R. Hudson, City Clerk

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

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** June 15, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Check Register

**ACTION RECOMMENDED:** That City Council approve the Check Register of June 22, 2010 as presented.

Attached please find the Check Register for the period June 2, 2010 through June 15, 2010, which is recommended for approval.

c: Daniel S. Foecking, Finance Director

BANK CODE

\*ALL\*

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/10/2010	271387	ELDERS ELECTRIC	999999	93.00
06/10/2010	271388	A & M BIO FILTER, LP	4562	473.88
06/10/2010	271389	A I S CONSTRUCTION EQUIP. CO.	640	1,528.34
06/10/2010	271390	AT&T	849	3,193.09
06/10/2010	271391	A-1 SIGNS	2873	534.00
06/10/2010	271392	ABONMARCHE CONSULTANTS, INC	597	15,341.85
06/10/2010	271393	ACCENT ENGRAVING, INC.	101	43.00
06/10/2010	271394	ADAMS BUILDING CONTRACTORS, IN	4350	26,415.30
06/10/2010	271395	ADMIRAL LOCK & KEY SERVICE	104	145.26
06/10/2010	271396	AIR GAS GREAT LAKES	977	1,023.05
06/10/2010	271397	ALLEGRA PRINT & IMAGING	533	289.28
06/10/2010	271398	ALRO STEEL CORPORATION	2934	126.00
06/10/2010	271399	AL TOM, RODNEY K	4226	152.20
06/10/2010	271400	AMERICAN SAFETY & FIRST AID	113	563.97
06/10/2010	271401	GAIL ANDRUS TRAVEL	2071	1,203.00
06/10/2010	271402	ANIMAL REMOVAL SERVICE, LLC	3428	850.00
06/10/2010	271403	ANY CUTTING & WELDING	3347	2,894.00
06/10/2010	271404	APPLIED INDUSTRIAL TECHNOLOGIE	1944	79.96
06/10/2010	271405	TODD ARBANAS ENTERPRISES INC.	1704	1,050.00
06/10/2010	271406	ARROWHEAD SCIENTIFIC, INC.	3744	55.95
06/10/2010	271407	AUMACK, MICHAEL	670	141.00
06/10/2010	271408	AUTOMATIC DATA PROCESSING	3305	923.37
06/10/2010	271410	B S N	1273	122.82
06/10/2010	271411	BAILEY CONTRACTORS INC., ROBER	771	88,076.85
06/10/2010	271412	BALKEMA EXCAVATING, INC.	130	20,460.41
06/10/2010	271413	BEBBE, RON	3018	188.00
06/10/2010	271414	BESCO WATER TREATMENT, INC.	3339	47.00
06/10/2010	271415	BOOTH NEWSPAPERS INC	89	171.48
06/10/2010	271416	BOOTH NEWSPAPERS INC	89	98.59
06/10/2010	271417	BRONSON VICKSBURG HOSPITAL	157	200.00
06/10/2010	271418	BUTLER, TOWSON, AND PAYSENO	999999	68.50
06/10/2010	271419	BVHOLT INC.	68	1,847.96
06/10/2010	271420	C B C INNOVIS INC	2887	17.00
06/10/2010	271421	C D W GOVERNMENT, INC.	2690	579.76
06/10/2010	271422	C L MOBERLEY CONSTRUCTION, INC	4536	20,911.21
06/10/2010	271423	C M P DISTRIBUTORS, INC.	3556	899.00
06/10/2010	271424	CADWELL APPARELL	1845	1,277.00
06/10/2010	271425	CAMPBELL AUTO SUPPLY	437	18.64
06/10/2010	271426	CAPITAL ADVANTAGE LEASING	994	24,000.90
06/10/2010	271427	CARRIER & GABLE	1647	178.00
06/10/2010	271428	CHARTER COMMUNICATIONS	3080	94.53
06/10/2010	271429	CHUN, SUN	999999	27.00
06/10/2010	271430	CINTAS CORP.	2205	406.30
06/10/2010	271431	CITY OF PORTAGE	177	944.50
06/10/2010	271432	COCHRAN GLASS AND DOOR, LLC	4547	983.49
06/10/2010	271433	COLE CENTURY BUICK PONTIAC GMC	902	87.60
06/10/2010	271434	COMPUTER ECONOMICS INC	4535	995.00
06/10/2010	271436	CONSUMERS CONCRETE CORP.	187	641.80
06/10/2010	271437	CONSUMERS ENERGY	743	41,360.06
06/10/2010	271438	CONSUMERS ENERGY	4063	1,000.00
06/10/2010	271439	CONSUMERS ENERGY-BILL PMT CNT	189	99.18

MINIMUM AMOUNT: .01  
 FROM 06/02/2010 TO 06/15/2010

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	BANK CODE	CHECK AMOUNT
06/10/2010	271440	CONTINENTAL LINEN SUPPLY CO.	191		26.98
06/10/2010	271441	CROSSROADS CAR WASH	195		173.50
06/10/2010	271442	CROWN TROPHY	2790		65.00
06/10/2010	271443	D & D PRINTING CO.	920		1,103.08
06/10/2010	271444	DANIEL, DANIEL	999999		200.00
06/10/2010	271445	DEPATIE FLUID POWER CO., INC.	211		716.80
06/10/2010	271446	DRENTH, JACOB	4542		172.00
06/10/2010	271447	ENGINEERED PROTECTION SYSTEMS,	2973		2,548.92
06/10/2010	271448	ENGINEERING SUPPLY & IMAGING	2615		73.83
06/10/2010	271449	FADER EQUIPMENT, INC.	688		371.25
06/10/2010	271450	PARTNERSHIP FOR FAIR HOUSING	1385		1,975.00
06/10/2010	271451	FARNSWORTH, THAI	999999		100.00
06/10/2010	271452	FAWLEY & SON, LLC	999999		240.83
06/10/2010	271453	FAWLEY OVERHEAD DOOR, INC.	690		2,450.00
06/10/2010	271454	FIRST AMERICAN TITLE CO.	386		129.50
06/10/2010	271455	FIRST IMAGE	1679		11,424.00
06/10/2010	271456	ELETCHER ENTERPRISES	1399		141.00
06/10/2010	271457	GOODING, TODD	3020		88.75
06/10/2010	271458	GORDON WATER SYSTEMS	517		720.00
06/10/2010	271459	GRAHAM FORESTRY SERVICE, INC.	464		80.00
06/10/2010	271460	GRAHAM, WILLIAM	532		1,557.23
06/10/2010	271461	W W GRAINGER INC	699		621.60
06/10/2010	271462	GREGWARE EQUIPMENT CO.	4397		86.00
06/10/2010	271463	HEMLER, KEVIN	4543		1,223.00
06/10/2010	271464	HI-TECH ELECTRIC CO.	1327		132.00
06/10/2010	271465	HOADLEY, LEO	4228		1,429.63
06/10/2010	271467	HOME DEPOT	691		60.00
06/10/2010	271468	HYDRO-CHEM SYSTEMS, INC.	4039		179.48
06/10/2010	271469	I S G	3433		135.00
06/10/2010	271470	IERVOLINA, SUSAN	2074		144.95
06/10/2010	271471	INDIANA WIPING CLOTH, INC.	61		295.53
06/10/2010	271472	INDUSCO SUPPLY CO., INC.	63		270.00
06/10/2010	271473	INTEGRATED WEED CONTROL	999999		15,426.20
06/10/2010	271474	IRISH AYRES ENTERPRISES, LLC	4143		65.00
06/10/2010	271476	J P CONTROLS	77		747.00
06/10/2010	271477	J-AD GRAPHICS, INC	4444		510.00
06/10/2010	271478	JEREMY & ASSOCIATES, INC.	4561		330.00
06/10/2010	271479	JONS TO GO PORTABLE RESTROOM	3201		30.80
06/10/2010	271480	KAL CO MEDICAL CONTROL AUTH	735		125.00
06/10/2010	271481	KALAMAZOO COUNTY HEALTH & COMM	84		207.50
06/10/2010	271482	KALAMAZOO LANDSCAPE SUPPLIES	90		2,541.00
06/10/2010	271483	KALAMAZOO NATURE CENTER, INC.	92		37.00
06/10/2010	271484	KENDALL ELECTRIC, INC.	231		994.85
06/10/2010	271485	KEYSTONE AUTO REPAIR, INC.	984		1,000.00
06/10/2010	271486	KINGSCOTT ASSOCIATES, INC.	3841		518.34
06/10/2010	271487	KLEINBERG, ATIS	999999		15,598.37
06/10/2010	271488	KNAPP ENERGY, INC.	235		500.00
06/10/2010	271489	KNIFIC, GENE	999999		168.00
06/10/2010	271490	KOPEC, CASEY	4409		1,254.02
06/10/2010	271491	KZOO TIRE COMPANY	564		975.20
06/10/2010	271492	LABOR READY, INC.	238		

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06/10/2010	271493	LAKESHORE ENVIRONMENTAL INC	4320		7,000.00
06/10/2010	271494	LAWN PERFECT	3811		532.35
06/10/2010	271495	LAWSON PRODUCTS, INC	240		1,382.01
06/10/2010	271496	LEMMER, ELAINE M	999999		190.00
06/10/2010	271497	LEXISNEXIS/MATTHEW BENDER	2701		154.50
06/10/2010	271498	LOWE'S HOME CENTER	2630		102.89
06/10/2010	271499	MAGLOELEN	1552		400.00
06/10/2010	271500	MANHATTAN TOUR & TRAVEL, INC.	3720		15,000.00
06/10/2010	271501	MCDONALD'S TOWING & RESCUE, IN	728		335.00
06/10/2010	271502	MCNALLY ELEVATOR CO.	256		81.78
06/10/2010	271503	MEDEMA, TIMOTHY	4406		132.00
06/10/2010	271504	MENDHAM, THOMAS P	999999		100.00
06/10/2010	271505	MICH AMATEUR SOFTBALL ASSOC	1435		5,250.00
06/10/2010	271506	MICHIGAN KAL ELECTRONICS, INC.	266		85.00
06/10/2010	271507	MIDWEST TRANSIT EQUIPMENT	4276		950.15
06/10/2010	271508	MORDAS, DON	4003		282.00
06/10/2010	271509	MOVABLE SHELVING USA	4552		1,252.00
06/10/2010	271510	NEW FRESH CLEANING SERVICE	4351		5,447.00
06/10/2010	271511	A NEW LEAF	635		85.00
06/10/2010	271512	NEW WORLD SYSTEMS	1154		10,450.00
06/10/2010	271513	NICHOLS, ANDREW	4229		376.00
06/10/2010	271514	NICHOLSON, SANDY	999999		4,455.40
06/10/2010	271515	NORTH AMERICAN SALT CO.	996		10,387.57
06/10/2010	271516	NYE UNIFORMS	299		1,401.61
06/10/2010	271517	OFFICE DEPOT, INC.	1721		998.32
06/10/2010	271518	OFFICEMAX INCORPORATED	301		107.02
06/10/2010	271519	OLNEY, PAXTON	2332		84.00
06/10/2010	271520	ONE WAY PRODUCTS	440		1,173.64
06/10/2010	271521	OTTEN TROPHIES	304		264.00
06/10/2010	271522	JAROTH - P T S	3957		303.00
06/10/2010	271523	PARIS CLEANERS	1794		1,365.20
06/10/2010	271524	PARKER, KYLE	4557		94.00
06/10/2010	271525	PARKER, ROBERT	2298		94.00
06/10/2010	271526	PARTY TIME JUMPERS	999999		100.00
06/10/2010	271527	PETERMAN CONCRETE CO.	310		18.00
06/10/2010	271528	PETTY CASH-DPS	538		313.62
06/10/2010	271529	PETTY CASH-PARKS	536		515.73
06/10/2010	271530	PETTY CASH-SENIOR CENTER	537		241.13
06/10/2010	271531	POLDERMAN'S FLOWER SHOP	4157		81.90
06/10/2010	271532	PRECISION PRINTER SERVICES INC	2584		2,272.94
06/10/2010	271533	PREIN & NEWHOF	1738		6,207.25
06/10/2010	271534	QUADRANT II MARKETING, LLC	3139		2,410.75
06/10/2010	271535	RATHCO SAFETY SUPPLY, INC.	327		2,028.80
06/10/2010	271536	RAY, HAL	999999		176.00
06/10/2010	271537	RELIABLE MANAGEMENT SYSTEMS, I	4354		331.00
06/10/2010	271538	REMAX ADVANTAGE	999999		40.00
06/10/2010	271539	RENTALEX OF MICHIGAN, INC.	3442		404.50
06/10/2010	271540	REPUBLIC WASTE SERVICES OF W M	4443		927.08
06/10/2010	271541	RICE, DAVID	999999		100.00
06/10/2010	271542	RICHARDS SEWER & SEPTIC SERV	2667		3,800.00
06/10/2010	271543	RIDGE AUTO NAPA	438		1,544.28

PREPARED 06/15/2010, 16:47:41  
 PROGRAM: GM350L  
 CITY OF PORTAGE

\*ALL\*  
 BANK CODE

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06/10/2010	271544	RIETH-RILEY CONSTRUCTION CO.,	4386	2,681.57
06/10/2010	271545	ROMENCE GARDENS, INC	343	412.82
06/10/2010	271546	THE ROUDEBUSH CO. INC.	4169	1,794.00
06/10/2010	271547	SAFETY SERVICES, INC.	349	144.81
06/10/2010	271548	DON SEELYE FORD, INC.	218	76.51
06/10/2010	271549	SEVERANCE ELECTRIC COMPANY, INC	353	15,905.70
06/10/2010	271550	SEVERANCE ELECTRIC COMPANY, INC	353	7,547.80
06/10/2010	271551	SHARP SHOP	354	5.95
06/10/2010	271552	SHERWIN WILLIAMS	356	356.25
06/10/2010	271553	SIMMONS FORD	2064	86.72
06/10/2010	271554	SINCLAIR RECREATION, LLC	3149	33.32
06/10/2010	271555	SMALL ENGINE WAREHOUSE INC	4558	425.00
06/10/2010	271556	SMELLING PERSONNEL SERVICES	2107	1,008.00
06/10/2010	271557	STAP BROS LAWN & LANDSCAPE, INC	366	1,916.67
06/10/2010	271558	STATE INDUSTRIAL PRODUCTS CORP	2010	126.77
06/10/2010	271559	STATE SYSTEMS RADIO, INC	369	131.60
06/10/2010	271560	STEENSWA LAWN & POWER EQUIPME	3222	208.78
06/10/2010	271561	SUBURBAN MECHANICAL	999999	668.75
06/10/2010	271562	SUPERIOR EQUIPMENT LLC	1107	2,142.12
06/10/2010	271563	T-MOBILE USA INC	3665	29.99
06/10/2010	271564	TATE, KERI	999999	150.00
06/10/2010	271565	TAX MANAGEMENT ASSOCIATES, INC	2458	16,000.00
06/10/2010	271566	THE ECLECTIC KITCHEN LLC	4564	200.00
06/10/2010	271567	THOMPSON HELENE	4417	95.00
06/10/2010	271568	TIGER DIRECT, INC.	4272	5.00
06/10/2010	271569	TOO CLEAN JANITORIAL	2220	3,800.00
06/10/2010	271570	TOO CLEAN, INC	999999	1,300.00
06/10/2010	271571	TOWN & COUNTRY TITLE AGENCY	999999	64.30
06/10/2010	271572	TRACTOR SUPPLY CORP.	2817	880.21
06/10/2010	271573	TRIGO BREAD CO., LLC	4158	78.87
06/10/2010	271574	U S POSTAL SERVICE (PORTAGE)	503	175.00
06/10/2010	271575	U S SIGNAL COMPANY, LLC	3831	549.00
06/10/2010	271576	UNITED PARCEL SERVICE	545	104.41
06/10/2010	271577	UNITED WATER NACO LLC	4304	164,003.33
06/10/2010	271578	VANBELKUM COMPANIES, LLC.	400	228.22
06/10/2010	271579	VANDER VEEN, DONALD	4230	154.00
06/10/2010	271580	VANDERBILT, JOHN	668	188.00
06/10/2010	271581	WASHCO, LLC	1104	485.00
06/10/2010	271582	WATKINS, GREG	4231	235.00
06/10/2010	271583	WEST MICHIGAN STAMP & SEAL, INC	415	24.35
06/10/2010	271584	WIGHTMAN & ASSOCIATES, INC.	425	787.50
06/10/2010	271585	WYOMING ASPHALT PAVING CO. INC	1222	1,487.80
06/10/2010	271586	YODER, ANDREW	4546	80.00
06/10/2010	271587	ZBATTERY.COM	2558	177.54
06/10/2010	271588	7th E District Court	999999	300.00
06/10/2010	271589	THE IRRIGATOR	2047	1,984.00
06/11/2010	271590	LEEPER JR., GLENN	999999	100.00
06/10/2010	271591	PETTY CASH-PARKS	536	400.00

DATE RANGE TOTAL \* 655,050.29 \*

# **Kalamazoo County Transportation Plan**

## **Submitted to the Kalamazoo County Transportation Authority**

### **May 24, 2010**

#### **INTRODUCTION**

The purpose of this Kalamazoo County Transportation Plan is to provide a concise summary of the future direction of the transportation system in Kalamazoo County, including the transition of key aspects of that system from the City of Kalamazoo (the City) to the Kalamazoo County Transportation Authority (KCTA.) This plan has been developed by the following joint leadership of the City of Kalamazoo, Kalamazoo County and the Kalamazoo Regional Transportation Authority:

- Linda Teeter, Chairperson, Kalamazoo County Transportation Authority Board
  - Greg Rosine, Vice Chair, Kalamazoo County Transportation Authority Board
  - Ken Collard, City Manager, City of Kalamazoo
  - Jerri Barnett-Moore, Deputy City Manager, City of Kalamazoo
  - Peter Battani, County Administrator, Kalamazoo County
- Tim Fallon of TSI Consulting Partners facilitated the process.

This Plan includes the following elements.

- Background and history
- The goals of the transportation system
- Assumptions that guide the Transportation Plan
- A summary of the issues that need to be resolved
- Outline of a phased approach to implementation
- A detailed implementation plan that summarizes the action steps, deadlines and accountabilities for carrying out the Transportation Plan

#### **BACKGROUND AND HISTORY**

The recent history of the transportation system in Kalamazoo County includes the key points that follow.

- The City of Kalamazoo has a long history of using federal 5307 transit money to support Metro Transit.
- In 2001 or 2002, 5307 transit money was made available for urban areas in Kalamazoo County outside of the City of Kalamazoo.
- This resulted in the City of Kalamazoo and Kalamazoo County competing for 5307 funds.
- At that time, the Kalamazoo Area Transportation Study (KATS) Policy Committee made a decision to withhold some of the federal funding until the two governmental units could demonstrate that they were working together.
- This Policy Committee decision led to a discussion about whether to merge the two transportation systems under one authority.
- It also led to a decision to contract with the City of Kalamazoo to run Care-A-Van.
- KCTA was formed and succeeded in passing a 2006 county-wide millage to support the transit system.

- In 2008, however, the county-wide KCTA millage renewal failed to pass – putting the transit system at risk.
- When the 2008 millage failed, the City of Kalamazoo, Kalamazoo County, and KCTA scrambled to save the transit system.
- This effort resulted in the passage of a successful two-tiered millage:
  - One tier (0.4 mills) is levied by KCTA under its 196 Authority and covers all of Kalamazoo County. It funds demand response and line haul services outside the City of Kalamazoo. This millage raises approximately 3.2 million dollars annually.
  - The other tier (0.6 mills) is levied under the City of Kalamazoo’s Act 55 Authority and funds line haul services within the City of Kalamazoo. This raises approximately 1.0 million dollars annually.
  - Under this approach, residents of the City of Kalamazoo are taxed by both authorities (for a total of 1.0 mills.)
  - Thus, of the 4.2 million dollars assessed each year, the tax burden is as follows:
    - City of Kalamazoo residents: 1.6 million dollars
    - Kalamazoo County residents outside the City: 2.6 million dollars

**GOALS FOR THE TRANSPORTATION SYSTEM**

Joint leadership of the City of Kalamazoo, Kalamazoo County and the Kalamazoo County Transportation Authority agree on the following goals for the transportation system.

- Create an integrated, county-wide transportation system.
- Optimize the transit system’s operational efficiency.
- Ensure—to the extent possible—the sustainability of the system.

Joint leadership also sees an integrated, county-wide transportation system as having the potential to:

- Better serve the community
- Increase the value of the system
- Provide an opportunity for strong transit system leadership to speak with a unified voice in advocating for the need and value of the system.

**ASSUMPTIONS THAT GUIDE THE TRANSPORTATION PLAN**

Joint leadership agrees that the following assumptions provide guidance for the Transportation Plan.

- Make decisions about the future of the transportation system guided by the long-term vision of an integrated, county-wide system.
- Continue to build the vital partnership between the City of Kalamazoo, Kalamazoo County and KCTA necessary to ensure the long-term success of the transportation system.
- Strengthen this partnership in support of the transportation system with other governmental jurisdictions in Kalamazoo County.
- Focus on the “art of the doable” – what we can accomplish now to move in the direction of the vision.

- Manage risk and minimize any downsides – taking a pragmatic approach in determining how to move forward. (An example of a downside would be any approach to the future of the system that puts the success of a renewal millage in jeopardy.)
- The success of both millage renewals in 2013 is essential to ensuring the continued operation and long-term sustainability of the transportation system.
- Use a phased approach to implementation, working methodically in the direction of the vision.
- Use the successful intergovernmental cooperation in support of the transportation system as a basis for extending this partnership to other governmental services in Kalamazoo County.

### **SUMMARY OF ISSUES TO BE RESOLVED**

Joint leadership identified and clarified the issues that need to be resolved in order to achieve the long-term goals of the transportation system. These include:

- Providing effective leadership for the system, including:
  - The governance leadership of the KCTA Board to set the overall direction for the system and oversee the performance of the system executive
  - The strategic leadership necessary to position the system for the future and ensure it has the support necessary for its continued success
  - The operational leadership necessary to ensure the system continues to provide effective and efficient service
- Ensuring future, sustainable funding for the transit system, including making sure the millage renewals in 2013 are successful
- Strengthening the support for the transportation system among other governmental entities in the county, including City of Portage and the townships
- Improving communication about the transportation system with the general public and key stakeholders throughout the county
- Determining the best approach to future operation of the transportation system, including:
  - Whether to continue the City of Kalamazoo's operation of the system on a contract with KCTA
  - Whether to transfer operations to the KCTA, including the necessary transfer of assets from the City of Kalamazoo to KCTA
  - Whether to transfer grant recipient status from the City of Kalamazoo to KCTA
- Determining the best future approach to the City's provision of shared services for the transit system, including:
  - Human resource support
  - Legal support
  - Pension management
- Managing legacy costs of the transportation system, including the cost of:
  - Healthcare
  - Retirement/pensions
- Determining whether to continue to operate under two different millage authorities or to attempt to move to a single authority (and, if so, how to structure that authority)

## OUTLINE OF THE PHASED APPROACH TO IMPLEMENTATION

Joint leadership recommends using a phased approach to implementation, the broad outline of which is provided in the table below. (A more detailed implementation plan for Phases 1 and 2 is provided on pages 5 to 8 of this plan.)

<p align="center"><b>Phase 1</b></p> <p align="center"><b>Secure Future Leadership for the County-wide Transportation System</b></p> <p align="center"><b>May 2010 through March 2011</b></p>	<p align="center"><b>Phase 2</b></p> <p align="center"><b>Ensure the Success of the 2013 Millage Renewals</b></p> <p align="center"><b>April 2011 through May 2013</b></p>	<p align="center"><b>Phase 3</b></p> <p align="center"><b>Continue to Develop an Integrated, County-wide System</b></p> <p align="center"><b>June 2013 and beyond</b></p>
<ul style="list-style-type: none"> <li>● Provide effective leadership for the county-wide system, including strengthening KCTA's governance of the system, securing effective strategic leadership and ensuring continued effective operations management</li> <li>● Search for and hire the future executive/strategic leader for the transportation system</li> <li>● Continue to contract with the City of Kalamazoo for operation of the transportation system, including the provision of shared services and management of legacy costs</li> <li>● Explore the transfer of the grant recipient status for the transportation system from the City of Kalamazoo to KCTA.</li> </ul>	<ul style="list-style-type: none"> <li>● Establish the transportation system executive as the trusted leader and credible voice of the county-wide transportation system</li> <li>● Increase commitment to and ownership for the transportation system among governmental jurisdictions throughout the county</li> <li>● Strengthen county-wide support for the system among the general public and key stakeholders</li> <li>● Win support/approval of both millage renewals under the two current authorities</li> <li>● Continue to strengthen KCTA's governance of the system</li> <li>● Continue to contract with the City of Kalamazoo for operation of the transportation system, including the provision of shared services and management of legacy costs</li> </ul>	<ul style="list-style-type: none"> <li>● Continue progress on the key efforts initiated in Phases 1 and 2</li> <li>● Determine the best approach to future operation of the transportation system, including whether to:               <ul style="list-style-type: none"> <li>○ Continue to contract with the City of Kalamazoo for operation of the system, or</li> <li>○ Transfer operations to the KCTA, including the necessary transfer of assets from the City of Kalamazoo to KCTA</li> </ul> </li> <li>● Determine the best future approach to the City's provision of shared services for the transit system, including:               <ul style="list-style-type: none"> <li>○ Human resource support</li> <li>○ Legal support</li> <li>○ Pension management</li> </ul> </li> <li>● Manage legacy costs of the transportation system, including the cost of:               <ul style="list-style-type: none"> <li>○ Healthcare</li> <li>○ Retirement/pensions</li> </ul> </li> <li>● Determine whether to continue to operate under two different millage authorities or to attempt to move to a single authority (and, if so, how to structure that authority)</li> </ul>

## DETAILED IMPLEMENTATION PLAN

A detailed implementation plan on the following pages spells out action steps, deadlines and accountabilities for Phases 1 and 2 outlined above.

<b>Detailed Implementation Plan</b>			
<b>Phase 1: Secure Future Leadership for the County-wide Transportation System</b>			
<ul style="list-style-type: none"> <li>Provide effective leadership for the county-wide system, including strengthening KCTA's governance of the system, securing effective strategic leadership and ensuring continued effective operations management</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Clarify key governance roles	7/31/10 and ongoing	KCTA, City and County Leadership
	Develop and implement governance protocols	7/31/10 and ongoing	KCTA, City and County Leadership
	Establish a KCTA Board Development Committee and appoint a committee chair	08/31/10	KCTA Board Chair and Vice Chair
	Conduct a KCTA Board assessment to identify strengths, weaknesses and priorities for improvement	11/30/10	Board Development Committee
	Implement Board development efforts	01/31/11 and ongoing	Board Development Committee
	Develop a role description for KCTA Board member, including key responsibilities	10/31/10	Board Development Committee
	Develop qualifications and selection criteria for KCTA Board members	10/31/10	Board Development Committee
	Recommend role description and qualifications/selection criteria to KCTA Board for approval	11/30/10	Board Development Committee
	Provide approved role description and qualifications/selection criteria to County Board for future use in recommending KCTA Board members	11/30/10	Board Development Chair and KCTA Board Chair
	Continue to provide effective contract oversight to ensure effective operations management of the transportation system	Ongoing	KCTA Board and KCTA staff

- Search for and hire the future executive/strategic leader for the transportation system

	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Secure KCTA Board approval to proceed with search and hiring	06/30/10	KCTA Board Chair and Vice Chair
	Select the Search Committee members and chair	06/30/10	KCTA Board Chair and Vice Chair
	Hire the search firm	08/31/10	Search Committee Chair and KCTA Board Chair
	Agree on and document the system executive's management structure and cross-organizational roles and relationships	8/31/10	KCTA, City and County Leadership
	Agree on selection profile and position description	09/30/10	KCTA Board
	Develop the search plan completion steps and timeline	09/30/10	Search Committee with support from search firm
	Develop staffing structure and preliminary budget	09/30/10	KCTA Board Chair and Vice Chair
	Carry out the search plan	03/31/11	Search Committee and KCTA Board
	Make offer to final candidate	01/31/11	Search Committee Chair and Board Chair
	Negotiate contract with final candidate	02/28/11	Search Committee Chair and Board Chair
	Selected leader begins work	04/01/11	

- Continue to contract with the City of Kalamazoo for operation of the transportation system, including the provision of shared services and management of legacy costs

	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Review the contract in light of this transportation plan, identifying any areas that need realignment to ensure continued effectiveness	TBD, based on contract renewal date	KCTA Board Chair and KCTA staff with support from legal counsel as necessary
	Continue effective management of contract	Ongoing	KCTA Board Chair and KCTA staff
	Transition contract management to the future system executive early in the new leader's tenure	05/31/11	KCTA Board Chair with support from KCTA staff

<ul style="list-style-type: none"> <li>Explore the transfer of the grant recipient status for the transportation system from the City of Kalamazoo to KCTA</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Identify the requirements for transferring the grant recipient status from the City of Kalamazoo to the KCTA	9/30/10	System Executive with support from KCTA Board Chair
	Work with City of Kalamazoo leadership to determine the best future approach to the grant recipient status	12/31/10	System Executive with support from KCTA Board Chair
	Implement the future approach to the grant recipient status	3/31/11	System Executive with support from KCTA Board Chair
<b>Phase 2: Ensure Success of 2013 Millage Renewals</b>			
<ul style="list-style-type: none"> <li>Establish new system executive as trusted leader and credible voice of the county-wide transportation system</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Use media coverage of executive hiring as positive opportunity to position the transportation system and its new leader	04/30/11	Board Chair and Search Committee Chair
	Orient new leader to Kalamazoo and introduce him/her to key constituents	06/30/11	Board Chair and members
	Meet with Board members and staff to build understanding of KCTA vision, goals, needs, strengths and challenges	06/30/11	System executive
<ul style="list-style-type: none"> <li>Increase commitment to and ownership for the transportation system among governmental jurisdictions throughout the county</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Meet with governmental leaders and other key constituents to identify needs and assess support for the transportation system	8/31/11	System Executive with appropriate Board support
	Work with Board to identify key priorities for building and maintaining governmental partnerships	9/30/11	System Executive with appropriate Board support
	Identify the key priorities for building the support of government leaders for the millage renewals in 2013	10/31/11	System Executive with appropriate Board support

<ul style="list-style-type: none"> <li>Strengthen county-wide support for the system among the general public and key stakeholders</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Work with the KCTA Board to identify key constituents, secure introductions and build relationships	9/30/11	System Executive with appropriate Board support
	Develop close working relationship with City of Kalamazoo leadership to build the foundation for the Act 55 millage renewal in 2013	9/30/11	System Executive with appropriate Board support
	Develop and implement a systematic approach to building the relationships necessary to ensure success of the millage renewals	10/31/11	System Executive with appropriate Board support
<ul style="list-style-type: none"> <li>Win support/approval of both millage renewals under the two current authorities</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Develop a transportation plan that results in strong public support for the 2013 millage renewals	9/30/11	System Executive with appropriate Board support
	Work with key partners to develop the millage renewal campaign strategy to secure approval of 2013 millage renewals	10/31/11	Campaign Team
	Implement the millage renewal campaign strategy, working with key partners and constituents as appropriate to ensure success	11/01/11 through 05/31/13	Campaign Team
<ul style="list-style-type: none"> <li>Continuing to strengthen KCTA's governance of the system</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Continue to implement Board development efforts	Ongoing	Board Chair and Board Development Committee
<ul style="list-style-type: none"> <li>Continue to contract with the City of Kalamazoo for operation of the transportation system, including the provision of shared services and management of legacy costs</li> </ul>			
	<b>Action Steps</b>	<b>Deadlines</b>	<b>Accountabilities</b>
	Continue effective contract management	Ongoing	System Executive with appropriate Board Chair support
<p><b>Phase 3: Continue to Develop an Integrated, County-wide System</b>  The Phase 3 completion plan will be developed during Phases 1 and 2</p>			

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** June 14, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** FY 2010-11 Community Development Block Grant and General Fund Contracts

**ACTION RECOMMENDED:** That City Council approve the Fiscal Year 2010-11 Community Development Block Grant Fund contracts and General Fund human/public services contracts and authorize the City Manager to execute all documents on behalf of the city.

Fiscal year contract documents for the provision of Community Development Block Grant (CDBG) Fund program activities and General Fund human/public services have been finalized. The contracts for Fiscal Year 2010-11 contain conditions for use of federal CDBG and city funds, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2010-11 City Budget, these seven contracts, include:

<u>Fund</u>	<u>Agency</u>	<u>Amount</u>
General	Catholic Family Services - the ARK	\$ 8,775
General	Gryphon Place	\$ 3,000
General	Housing Resources, Incorporated	\$18,835
General	YWCA	\$ 9,070
General	Portage Community Center	\$78,217
CDBG	Portage Community Center	\$43,350
CDBG	Fair Housing Center of Southwest Michigan	\$ 2,000

The contracts have been prepared by the Department of Community Development and reviewed and approved as to form by the City Attorney.

It is recommended that City Council approve the seven contracts and authorize the City Manager to execute the documents on behalf of the city.

Attachments: Human/Public Service and Fair Housing Service contracts (without OMB Circular Exhibits)

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
CATHOLIC FAMILY SERVICES - THE ARK  
FY 2010-11**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Catholic Family Services - the ARK, herein referred to as the "ARK", of Kalamazoo County, State of Michigan.

WITNESSETH: That the ARK and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

- I. Term of Contract: The term of this contract shall commence on **July 1, 2010** and shall terminate on **June 30, 2011** as to funds to be provided. All services to be provided by the ARK and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The ARK agrees to provide the following services to those residents in the city who meet established eligibility requirements:
- Emergency shelter for youth;
  - Twenty-four (24) hour crisis phone line;
  - Counseling;
  - Drug prevention/education;
  - Substance abuse assessments;
  - Outreach.

Nothing herein shall be construed as limiting the ability of the ARK to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Records: The ARK shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The ARK will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, the ARK shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit the ARK books to determine whether there has been compliance with this Agreement.

IV. Reports: The ARK agrees to provide the city with Status Reports for the term of this Agreement. The ARK agrees to furnish the city with the following on a biannual basis:

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
  - (1) Balance Sheet
  - (2) Statement of revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 15, 2011 and July 15, 2011.

V. Payments by the city: If the ARK has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the ARK twice annually (subsequent to reviewing reports due January 15 and July 15) equal to one-half of the General Fund appropriation of **Eight Thousand Seven Hundred Seventy-Five Dollars (\$8,775.00)**. Payments shall be made directly to the ARK. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the ARK has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the ARK in default for breach of the Agreement and hold the ARK liable.

Any funds remaining in the possession of the ARK which are traceable to the payments made by the city to the ARK under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if the ARK is not again funded in the immediately succeeding program year.

VI. City not Liable: The ARK, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. The ARK shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to the ARK under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall the ARK, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.

VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

- VIII. Insurance: The ARK shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
  4. Failure or refusal to furnish evidence of insurance, in the form satisfactory to the city, may subject the ARK to the loss of the contract in accordance with the provision of default.
- IX. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. The ARK shall not assign its right to receive any sums herein provided. While the ARK shall not delegate its responsibility to provide the services listed in Paragraph II above, the ARK may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be the ARK's alone and nothing in the Agreement shall prohibit or restrict the ARK in making that decision.
- X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as

amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

**XI. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: CATHOLIC FAMILY SERVICES - THE ARK**  
1819 Gull Road, Kalamazoo, MI 49048

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Frances H. Denny, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Amy Remmert, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**  
7900 South Westnedge Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Maurice S. Evans, City Manager

APPROVED AS TO FORM  
DATE: 6/4/2010  
*[Signature]*

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
GRYPHON PLACE  
FY 2010-11**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Gryphon Place of Kalamazoo County, State of Michigan.

WITNESSETH: That Gryphon Place and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

- I. Term of Contract: The term of this contract shall commence on **July 1, 2010** and shall terminate on **June 30, 2011** as to funds to be provided. All services to be provided by Gryphon Place and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: Gryphon Place agrees to provide the following services to those residents in the city who meet established eligibility requirements:

2-1-1 Service, which includes:

- information and referral;
- crisis intervention; and
- referral for volunteer services throughout Kalamazoo County.

Nothing herein shall be construed as limiting the ability of the Gryphon Place to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Gryphon Place certifies that there is no use of vehicles under this agreement.
- IV. Records: Gryphon Place shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. Gryphon Place will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, Gryphon Place shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit Gryphon Place books to determine whether there has been compliance with this Agreement.

- V. Reports: Gryphon Place agrees to provide the city with Status Reports for the term of this Agreement. Gryphon Place agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of Revenues, expenditures, and changes in fund balance.
  - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
  - d. Reports are due by January 15, 2011 and July 15, 2011.
- VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 15 and July 15) equal to one-half of the General Fund appropriation of **Three Thousand Dollars (\$3,000.00)**. Payments shall be made directly to Gryphon Place. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Gryphon Place has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Gryphon Place in default for breach of the Agreement and hold Gryphon Place liable.
- Any funds remaining in the possession of Gryphon Place which are traceable to the payments made by the city to Gryphon Place under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if Gryphon Place is not again funded in the immediately succeeding program year.
- VII. City not Liable: Gryphon Place, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. Gryphon Place shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to Gryphon Place under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall Gryphon Place, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.
- VIII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and

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

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

- IX. Insurance: Gryphon Place shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject Gryphon Place to the loss of the contract in accordance with the provision of default.
- X. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. Gryphon Place shall not assign its right to receive any sums herein provided. While Gryphon Place shall not delegate its responsibility to provide the services listed in Paragraph II above, Gryphon Place may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be Gryphon Place's alone and nothing in the Agreement shall prohibit or restrict Gryphon Place in making that decision.

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

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

XII. Other Terms:

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: GRYPHON PLACE**

1104 S. Westnedge Avenue, Kalamazoo, MI 49008

**BY:**

William Pell, Executive Director

**DATE:**

**BY:**

Andrew J. Vorbrich, Chair, Board of Directors

**DATE:**

**GRANTOR: CITY OF PORTAGE**

7900 South Westnedge Avenue, Portage, MI 49002

**BY:**

Maurice S. Evans, City Manager

**DATE:**

APPROVED AS TO FORM

DATE: 6/1/2010

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
HOUSING RESOURCES, INC.  
FY 2010-11**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Housing Resources, Incorporated - HRI, herein referred to as "HRI", of Kalamazoo County, State of Michigan.

WITNESSETH: That HRI and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

I. Term of Contract: The term of this contract shall commence on **July 1, 2010** and shall terminate on **June 30, 2011** as to funds to be provided. All services to be provided by HRI and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided: HRI agrees to provide the following services to those residents in the city who meet established eligibility requirements:

- Crisis intervention (housing);
- Emergency financial assistance;
- Case management;
- Homelessness prevention (assist Portage residents secure emergency, transitional, and permanent housing through the coordination of existing community resources and referral into HRI residential programs).

Nothing herein shall be construed as limiting the ability of HRI to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

III. Records: HRI shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. HRI will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, HRI shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit HRI books to determine whether there has been compliance with this Agreement.

- IV. Reports: HRI agrees to provide the city with Status Reports for the term of this Agreement. HRI agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of Revenues, expenditures, and changes in fund balance.
  - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
  - d. Reports are due by January 15, 2011 and July 15, 2011.
- V. Payments by the city: If HRI has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to HRI twice annually (subsequent to reviewing reports due January 15 and July 15) equal to one-half of the General Fund appropriation of **Eighteen Thousand Eight Hundred Thirty Five Dollars (\$18,835.00)**. Payments shall be made directly to HRI. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that HRI has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat HRI in default for breach of the Agreement and hold HRI liable.

Any funds remaining in the possession of HRI which are traceable to the payments made by the city to HRI under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if HRI is not again funded in the immediately succeeding program year.

- VI. City not Liable: HRI, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. HRI shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to HRI under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall HRI, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.
- VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

- VIII. Insurance: HRI shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
  4. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject HRI to the loss of the contract in accordance with the provision of default.
- IX. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. HRI shall not assign its right to receive any sums herein provided. While HRI shall not delegate its responsibility to provide the services listed in Paragraph II above, HRI may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be HRI's alone and nothing in the Agreement shall prohibit or restrict HRI in making that decision.
- X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as

amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

**XI. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: Housing Resources, Incorporated - HRI**

420 East Alcott Street, Suite 200, Kalamazoo, MI 49001

**BY:**

**DATE:**

Ellen Kisinger-Rothi, Executive Director

**BY:**

**DATE:**

David Jarl, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**

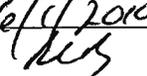
7900 South Westnedge Avenue, Portage, MI 49002

**BY:**

**DATE:**

Maurice S. Evans, City Manager

APPROVED AS TO FORM  
DATE: 6/4/2010



**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
YWCA OF KALAMAZOO, MICHIGAN  
FY 2010-11**

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city", and the YWCA, herein referred to as the "YWCA", of Kalamazoo County, State of Michigan.

WITNESSETH: That the YWCA and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, HEREBY AGREE AS FOLLOWS:

- I. Term of Contract: The term of this contract shall commence on **July 1, 2010** and shall terminate on **June 30, 2011** as to funds to be provided. All services to be provided by the YWCA and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided: The YWCA agrees to provide the following services to those residents in the city who meet established eligibility requirements:
  1. Domestic Assault Program - \$5,800: shelter, emergency 24-hour crisis phone line, counseling and related crisis intervention services to victims of domestic violation and their children, information and referral and community education.
  2. Sexual Assault Program - \$1,950: emergency support to victims of sexual assault at hospitals, 24-hour crisis phone line, individual and group counseling and related crisis intervention services, information and referral and community education.
  3. Mentoring Program - \$1,320: personal support and encouragement to women and at risk teen girls.

Nothing herein shall be construed as limiting the ability of the YWCA to perform its functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with City of Portage General Funds or acting in fulfillment of this Agreement.

- III. Records: The YWCA shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The YWCA will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, the YWCA shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit the YWCA books to determine whether there has been compliance with this Agreement.

IV. Reports: The YWCA agrees to provide the city with Status Reports for the term of this Agreement. The YWCA agrees to furnish the city with the following on a biannual basis:

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
  - (1) Balance Sheet
  - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 15, 2011 and July 15, 2011.

V. Payments by the city: If the YWCA has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the YWCA twice annually (subsequent to reviewing reports due January 31 and July 15) equal to one-half of the General Fund appropriation of **Nine Thousand Seventy Dollars (\$9,070.00)**. Payments shall be made directly to the YWCA. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the YWCA has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the YWCA in default for breach of the Agreement and hold the YWCA liable.

Any funds remaining in the possession of the YWCA which are traceable to the payments made by the city to the YWCA under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Agreement term, only if the YWCA is not again funded in the immediately succeeding program year.

VI. City not Liable: The YWCA, its officers, agents, and employees and all subcontractors that are officers, agents or employees at all times shall be considered independent contractors and not as city employees. The YWCA shall exercise all supervisory control and general control over all workers' duties, payment of all wages to employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, payment to the YWCA under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall the YWCA, its officers, agents, or employees or any subcontractors or its officers, agents or employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from the city.

VII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

VIII. Insurance: The YWCA shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
4. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject the YWCA to the loss of the contract in accordance with the provision of default.

IX. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. The YWCA shall not assign its right to receive any sums herein provided. While the YWCA shall not delegate its responsibility to provide the services listed in Paragraph II above, the YWCA may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be the YWCA's alone and nothing in the Agreement shall prohibit or restrict the YWCA in making that decision.

X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations.

Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

**XI. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR:**      **YWCA, Inc.**  
353 East Michigan Avenue, Kalamazoo, MI 49007

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Jennifer A. Shoub, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Leigh Ann Sayen, Chair, Board of Directors

**GRANTOR: CITY OF PORTAGE**  
7900 South Westmedge Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Maurice S. Evans, City Manager

APPROVED AS TO FORM  
DATE: 6/9/2010  
*[Signature]*

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2010-11**

This Agreement is made by and between the City of Portage, Michigan, commonly referred to herein as "city" and the Portage Community Center, commonly referred to as "PCC", of Portage, County of Kalamazoo, State of Michigan.

**WITNESSETH:** That PCC and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, hereby agree as follows:

I. Term of Contract: The term of this contract shall commence on **JULY 1, 2010** and shall terminate on **JUNE 30, 2011**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided (\$78,217): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:

1. Youth Development: \$44,584
  - Tutoring
  - Project L.I.F.T. (Larceny Intervention for Teens)
  - Shop Lifting Prevention for 5<sup>th</sup> Graders
  - Middle School Programming- After School and Summer
  - Community Service & Volunteerism
  - Substance Abuse Programming
  - Children's Holiday Program
  - Information & Referral
2. Community Collaboration: \$33,633
  - Information and Referral/Resource Link
  - Host Agency Services
    - Kalamazoo County Health and Community Services Department
    - American Red Cross
    - Kalamazoo County Bar Association
    - Self Help Groups
    - Retail Fraud Diversion
    - Misc. others

Nothing herein shall be construed as limiting the ability of PCC to perform additional services within its capabilities and budget or to discontinue the services so listed. In the event PCC chooses to discontinue or add additional services, it shall provide written notice to the city thirty (30) days before such services are discontinued or added and provide the city with reasons for such action. In the event the service is discontinued without replacement of another service acceptable to the city, the city may, at its option, take any action provided for under paragraph VI of this agreement.

III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. PCC will maintain records in such manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at

reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of the Agreement. Annually, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books. If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the Community Development Block Grant Contract as described in Section VIII of this Agreement.

IV. Reports: PCC agrees to provide the city with the following quarterly status reports:

For the period covering the term of this Agreement, reports are due on October 15, 2010, January 15, 2011, April 15, 2011 and July 15, 2011. Additionally, PCC agrees to furnish the city with the following:

- a. Cover letter listing official project title, time period of reports, total units of services delivered for all programs and sub-programs identified in the "service to be provided" section of this Agreement, and units of service delivered to City of Portage residents and businesses.
- b. Financial Statements including:
  - i. Balance sheet
  - ii. Statement of revenues, expenditures and changes in fund balance
- c. A listing of any new projects and programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. All reports are due quarterly with the exception of the financial statements, which are due annually.

VI. Payments by City: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the General Fund appropriation of **Seventy Eight Thousand Two Hundred Seventeen Dollars (\$78,217.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

Any funds remaining in the possession of PCC which are traceable to the payments made by the city to PCC under this Agreement, will become the property of the city and are to be turned over to the city if not used by the end of the Contract term only if PCC is not again funded in the immediately succeeding program year.

VII. City not Liable: PCC, its officers, agents and employees, and all subcontractors that are officers, agents or employees, at all times, shall be considered as independent contractors and not as city employees. PCC shall exercise all supervisory control and general control over all workers duties, payment of all wages to employees and the right to hire, fire and

discipline all its employees. As an independent contractor, PCC's payment under this Contract shall not be subject to any withholding for tax, social security or other purposes; nor shall PCC, its officers, agents or employees or any subcontractors or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance or unemployment compensation or the like from the city.

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

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

- IX. Block Grant: The parties acknowledge that they have entered into a separate contract providing for payment of funds by the city to PCC pursuant to 24 CFR 570 et seq., which are received by the city, as grantee, under Federal Assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development. If conflicts arise between this contract and the Community Development Block Grant Contract, the terms of the Community Development Block Grant Contract will prevail. Funds provided under the Community Development Block Grant Contract and under this Contract shall, as far as practicable, be kept independently identifiable by PCC. Further, PCC shall keep separate records for the funds provided by each Contract.
- X. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. PCC shall not assign its right to receive any sums herein provided. While PCC shall not delegate its responsibility to provide the services listed in Paragraph II above, PCC may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of

hosting other agencies shall be PCC's alone and nothing in the Agreement shall prohibit or restrict PCC in making that decision.

- XI. Insurance: The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
  2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
  3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
  4. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject PCC to the loss of the contract in accordance with the provision of default.
- XII. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

- XIII. Other Terms:
1. Funds provided by the city shall not be used for the purchase of capital assets.
  2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
  3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER**

325 East Centre Avenue, Portage, MI 49002

**BY:**

**DATE:**

Diane Schrock, Executive Director

**BY:**

**DATE:**

Tom Fox, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**

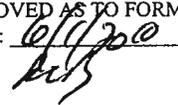
7900 South Westnedge Avenue, Portage, MI 49002

**BY:**

**DATE:**

Maurice S. Evans, City Manager

APPROVED AS TO FORM  
DATE: 6/17/20

A handwritten signature in black ink, appearing to be 'MS', is written over the date line.

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2010-11**

The CITY OF PORTAGE, a Michigan municipal corporation, 7900 South Westnedge Avenue, Portage, Michigan (hereinafter referred to as "city"), in consideration of the provision of services as specified herein, hereby agrees to provide certain public funds pursuant to 24 CFR 570 et seq., received by city as a grantee of federal assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 as amended, to the Portage Community Center (hereinafter referred to as "PCC"), 325 East Centre Avenue, Portage, Michigan County of Kalamazoo, State of Michigan, upon the following terms and conditions:

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2010** and shall terminate on **JUNE 30, 2011**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided: PCC shall provide the following services to those residents in the City of Portage who meet established lower income eligibility requirements as outlined in Exhibit 1:
  1. Emergency Assistance - \$39,850
    - Food and Financial Assistance
    - Clothing Bar
    - Surplus Commodity Distribution
    - Holiday Food Baskets
  2. Transportation Assistance Program - \$1,000
  3. Youth Recreation Scholarship Program - \$2,500

Nothing herein shall be interpreted as generally limiting the functions of PCC according to its by-laws, but limitations are imposed for those persons employed and those services provided with Community Development Block Grant (CDBG) funds or acting in fulfillment of this Agreement.

PCC agrees to provide office space and personal property necessary to the management of this project.

- III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of *persons* served by each activity funded under the "services to be provided" section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of the Agreement or completion of the program for which funds are provided, whichever is later. The city is subject to the provisions of OMB-A-128 "Audits of State and Local Governments". PCC, as a subrecipient of federal funds, agrees to provide the

city access to any documents necessary to insure that PCC has complied with any regulation applicable to a subrecipient of federal funds.

Within 60 days from the termination of this Agreement, or annually, whichever is less, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with this agreement. The independent CPA shall convey to the city the findings in sufficient detail to assure compliance with OMB Circulars No. A-122 (Exhibit 4) and No. A-110 (Exhibit 5). If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the General Fund Agreement.

IV. Reports: PCC agrees to provide the city with the following status reports:

1. Quarterly status reports for the period covering the term of this Agreement in accordance with the following time schedule:

<u>For the Period</u>	<u>Due Date</u>
7/1/10 through 9/30/10	10/15/10
10/1/10 through 12/31/10	1/15/11
1/1/11 through 3/31/11	4/15/11
4/1/11 through 6/30/11	7/15/11

Each report shall include the following:

- a. Cover letter listing official project title, time period of reports, overview of the services provided and authorized signature.
- b. An accounting of all revenues and expenditures under this Agreement during the reporting period on the Activity Summary Form, with categorized revenues and expenditures and year-to-date revenues and expenditure totals for each quarter. See Exhibit 2.
- c. A Direct Benefit Table, if applicable, which includes the number of persons which participated in or benefited from this project and each activity, categorized by racial, ethnic, gender and income data. The Summary of Activities Having Direct Benefit form shall be used for this purpose unless superseded by a federal document. See Exhibit 3.
- d. A summary of strategic planning goals and objectives to diversify funding and achievement toward meetings those goals and objectives.

V. Compliance with HUD Requirements. PCC agrees to comply with requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" and OMB Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations". (Exhibits 4 and 5)

VI. Certifications. PCC further gives assurances and certifies that the project will be conducted and administered in compliance with all applicable laws, ordinances, and regulations of the United States, the State of Michigan and the City of Portage, as they exist now or may later be enacted or amended, including but not limited to the regulations in Subpart K of Part 570 of the General Provisions for Community Development Block Grants, as described in Exhibit 5, except that:

1. The subrecipient does not assume the recipients environmental responsibilities described in 570.604; and

2. Only a subrecipient that is a "State agency" is required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as described in 570.606.

PCC gives assurances and certifies that all records, representations and documents will be made available to the city to enable the city to fulfill its oversight responsibilities under OMB-A-128, "Audits of States and Local Governments".

- VII. Payments by city: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the CDBG Fund appropriation of **Forty Three Thousand Three Hundred Fifty Dollars (\$43,350.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

**PROVIDED:** That, if for any reason, PCC shall be in default or breach of this Agreement or be unable to comply with same and shall as a consequence be liable to the city, PCC must satisfy the liability in a manner acceptable to the city, including, but not limited to, cash payment or surrender of materials at city's sole option and discretion.

**PROVIDED:** That, if the city, in its reasonable judgment, after reviewing documentation provided for by this Agreement or any other reliable evidence, or any combination thereof, determines that PCC has not provided the services as required under this Agreement, or is making any expenditures of funds contrary to law or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

- VIII. Project Income. Any revenue generated as a result of the use of funds provided in this Agreement shall be returned to the city.

When the project ends, if not funded in the immediately succeeding program year, any remaining funds will become the property of and be turned over to, the city. No increment for profit, or other increment above cost, is allowed.

Upon termination of this agreement, if PCC ceases to use any asset acquired with CDBG funds for the purpose described in the Agreement, PCC shall either pay to the city the fair market value of the asset or transfer control of the asset to the city.

- IX. Relationship of the Parties. Neither of the respective parties hereto, nor any of their respective employees, officers, or agents is the agent, officer, or employee of the other party.

PCC and its officers, agents and employees and all subcontractors, and their officers, agents, and employees at all times shall be considered as independent contractors and not as city employees. PCC shall exercise all supervisory control and general control over all workers' duties, payment of all wages to PCC employees, and the right to hire, fire and discipline all employees. As an independent contractor, PCC's payment under this Agreement shall not be subject to any withholding for tax, social security, or other purposes, nor shall PCC, or its officers, agents or employees or any subcontractor or its officers, agents and employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, worker's or unemployment compensation, or the like from the city.

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

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

- XI. Tax Exempt: PCC shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).
- XII. Insurance: The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Motor Vehicle Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage must comply with all Michigan No-Fault laws.
4. Failure or refusal to furnish evidence of insurance, in the form satisfactory to the city, may subject PCC to the loss of the contract in accordance with the provision of default.

PCC shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. PCC shall provide the city with a copy of all such policies prior to the city providing PCC with the first payment under the terms of this Agreement.

- XIII. Binding: The obligation of the parties hereto shall bind all their successors and assigns and PCC shall not assign its right to receive any sums herein provided, without prior written approval of the city.
- XIV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.
- XV. Exhibits: Exhibits 1, 2, 3, 4 and 5 are hereby incorporated as part of this Agreement.
- XVI. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

**SIGNED BY:**

**GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER**

325 East Centre Avenue, Portage, MI 49002

**BY:**

**DATE:**

\_\_\_\_\_  
Diane Schrock, Executive Director

**BY:**

**DATE:**

\_\_\_\_\_  
Tom Fox, President, Board of Directors

**GRANTOR: CITY OF PORTAGE**

7900 South Westnedge Avenue, Portage, MI 49002

**BY:**

**DATE:**

\_\_\_\_\_  
Maurice S. Evans, City Manager

APPROVED AS TO FORM  
DATE: *6/1/2010*  
*kers*

## Income limits for CDBG Funded Program, effective May 14, 2010

Household Size	Extremely Low Income - 30% of Median HH	Very Low Income - 50% of Median HH	Low Income - 80% of Median HH
1 Person	\$12,850	\$21,350	\$34,200
2 Person	\$14,650	\$24,400	\$39,050
3 Person	\$16,500	\$27,450	\$43,950
4 Person	\$18,300	\$30,500	\$48,800
5 Person	\$19,800	\$32,950	\$52,750
6 Person	\$21,250	\$35,400	\$56,650
7 Person	\$22,700	\$37,850	\$60,550
8 Person	\$24,200	\$40,300	\$64,450

The above income limits, which are set by the U.S. Department of Housing & Urban Development, are based on median family income for the Kalamazoo-Portage MSA, and change on an annual basis.

**SUMMARY OF BENEFITS**

**City of Portage Community Development Block Grant Program - Quarterly Subrecipient Report  
Fiscal Year: 2010-11**

NAME OF SUBRECIPIENT:		PERIOD COVERED:	FROM:	TO:
ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	BUDGETED	EXPENDED THIS REPORTING PERIOD	

**SUMMARY OF ACTIVITIES HAVING DIRECT BENEFITS**

**City of Portage Community Development Block Grant Program - Quarterly Subrecipient Report  
Fiscal Year: 2010-11**

ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	EXPENDED THIS REPORTING PERIOD	ACCOMPLISHMENTS/STATUS

**SOCIO-ECONOMIC DATA FOR NUMBER OF PERSONS OR HOUSEHOLDS SERVED BY ACTIVITY**

INCOME DATA	Number of Persons or Households Served
Extremely Low Income/30% of Median H.H. Income:	
Very Low Income/50% of Median H.H. Income:	
Low Income/80% of Median HUH. Income:	

HEAD OF HOUSEHOLD DATA	Number of Persons or Households Served
Female-Headed Households	
Male-Headed Households	

RACE & ETHNICITY DATA	Number of Persons or Households Served	Number of Persons or Households Served
White		White & Hispanic
Black/African American		Black/African American & Hispanic
Asian		Asian & Hispanic
American Indian/Alaskan Native		American Indian/Alaskan Native & Hispanic
Native Hawaiian/Other Pacific Islander		Native Hawaiian/Other Pacific Islander & Hispanic
American Indian/Alaskan Native & White		American Indian/Alaskan Native & White & Hispanic
Asian & White		Asian & White & Hispanic
Black/African American & White		Black/African American & White & Hispanic
American Indian/Alaskan Native & Black/African American		American Indian/Alaskan Native & Black/African American & Hispanic
Balance/Other		Balance/Other & Hispanic

**OMB Circular No. A-122**

**OMB Circular No. A-110**

**EXHIBIT 5**

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN  
FAIR HOUSING SERVICES: CDBG FUND FY 2010-11**

The CITY OF PORTAGE, a Michigan municipal corporation, 7900 South Westnedge Avenue, Portage, Michigan (hereinafter referred to as "city"), in consideration of the provision of services as specified herein, hereby agrees to provide certain public funds pursuant to 24 CFR 570 et seq., received by city as a grantee of federal assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 as amended, to the Fair Housing Center of Southwest Michigan ("the Center") upon the following terms and conditions:

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2010** and shall terminate on **JUNE 30, 2011**. All services performed by the Center and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Contractor's Address:     The Center's address is:  
  410 E. Michigan Avenue  
  Kalamazoo, Michigan 49007
  
- III. Services to be Provided: The Center shall provide the following services as identified in the City of Portage FY 2010-11 Annual Action Plan for the Community Development Block Grant Program.
  1. Host a minimum of two fair housing presentations targeted toward Portage property owners/managers, realtors and/or financial institutions, and preferably within the City of Portage. Target Deadline: June 2011.
  2. Host a fair housing education event targeted toward Portage residents and/or business during Fair Housing Month. This event will be conducted primarily by the Center, but may be in participation with other partners. Target Deadline: April 2011. Estimated Budget: \$500.
  3. Present an overview of fair housing activities to the Human Services Board and accept a resolution at a meeting of City Council in recognition of National Fair Housing Month. Target Deadline: April 2011.
  4. Provide fair housing activities targeted toward Portage residents and/or businesses including information and referral, education and outreach, and fair housing enforcement services. Target Deadline: June 2011. Estimated Budget: \$1,500.

Nothing herein shall be interpreted as generally limiting the Center's functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with Community Development Block Grant (CDBG) funds or acting in fulfillment of this Agreement.

The Center agrees to provide office space and personal property necessary to the management of this project.

IV. Records: The Center shall maintain its records in a manner which enables the city to verify the work carried out under the “services to be provided” section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of expenditures. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of the Agreement or completion of the program for which funds are provided, whichever is later. The city is subject to the provisions of OMB-A-128 “Audits of State and Local Governments”. The Center, as a subrecipient of federal funds, agrees to provide the city access to any documents necessary to insure that it has complied with any regulation applicable to a subrecipient of federal funds.

Within 60 days from the termination of this Agreement, or annually, whichever is less, the Center shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with this agreement. The independent CPA shall convey to the city the findings in sufficient detail to assure compliance with OMB Circulars No. A-122 (Exhibit 1) and No. A-110 (Exhibit 2). If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit the Center’s books to determine whether there has been compliance with this Agreement.

V. Reports: The Center agrees to provide the city with status reports for the period covering the term of this Agreement with the following time schedule:

<u>For the Period</u>	<u>Due Date</u>
7/1/10 through 12/31/11	1/15/11
1/1/11 through 6/30/11	7/15/11

Each report shall include the following:

- a. Cover letter listing services provided and the time period of report.
- b. Financial Statements, including:
  - (1) Balance Sheet
  - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the “services to be provided” section of this Agreement.

VI. Compliance with HUD Requirements. The Center agrees to comply with requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” and OMB Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations” (Exhibits 1 and 2).

VII. Certifications. The Center further gives assurances and certifies that the project will be conducted and administered in compliance with all applicable laws, ordinances, and regulations of the United States, the State of Michigan and the City of Portage, as they exist now or may later be enacted or amended, including but not limited to the regulations in Subpart K of Part 570 of the General Provisions for Community Development Block Grants, as described in Exhibit 1, except that:

1. The subrecipient does not assume the recipients environmental responsibilities described in 570.604; and
2. Only a subrecipient that is a “State agency” is required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as described in 570.606.

The Center gives assurances and certifies that all records, representations and documents will be made available to the city to enable the city to fulfill its oversight responsibilities under OMB-A-128, “Audits of States and Local Governments”.

VIII. Payments by city: If the Center has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to The Center. Such payment shall be made biannually and will one-half of the CDBG Fund appropriation of **Two Thousand Dollars (\$2,000.00)**. Payments shall be made directly to the Center at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that the Center has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat the Center in default for breach of Contract and hold the Center liable.

**PROVIDED:** That, if for any reason, the Center shall be in default or breach of this Agreement or be unable to comply with same and shall as a consequence be liable to the city, the Center must satisfy the liability in a manner acceptable to the city, including, but not limited to, cash payment or surrender of materials at city’s sole option and discretion.

**PROVIDED:** That, if the city, in its reasonable judgment, after reviewing documentation provided for by this Agreement or any other reliable evidence, or any combination thereof, determines that the Center has not provided the services as required under this Agreement, or is making any expenditures of funds contrary to low or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

IX. Project Income. Any revenue generated as a result of the use of funds provided in this Agreement shall be returned to the city.

When the project ends, if not funded in the immediately succeeding program year, any remaining funds will become the property of and be turned over to, the city. No increment for profit, or other increment above cost, is allowed.

Upon termination of this agreement, if the Center ceases to use any asset acquired with CDBG funds for the purpose described in the Agreement, the Center shall either pay to the city the fair market value of the asset or transfer control of the asset to the city.

- X. Relationship of the Parties. Neither of the respective parties hereto, nor any of their respective employees, officers, or agents is the agent, officer, or employee of the other party.

The Center and its officers, agents and employees and all subcontractors, and their officers, agents, and employees at all times shall be considered as independent contractors and not as city employees. The Center shall exercise all supervisory control and general control over all workers' duties, payment of all wages to The Center employees, and the right to hire, fire and discipline all employees. As an independent contractor, the Center's payment under this Agreement shall not be subject to any withholding for tax, social security, or other purposes, nor the Center, or its officers, agents or employees or any subcontractor or its officers, agents and employees, be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, worker's or unemployment compensation, or the like from the city.

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

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the

indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

XII. Tax Exempt: The Center shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).

XIII. Insurance: The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject the Center to the loss of the contract in accordance with the provision of default.

The Center shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. The Center shall provide the city with a copy of all such policies prior to the city providing The Center with the first payment under the terms of this Agreement.

XIV. Binding: The obligation of the parties hereto shall bind all their successors and assigns and The Center shall not assign its right to receive any sums herein provided, without prior written approval of the city.

XV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.

XVI. Exhibits: Exhibits 1 and 2 are hereby incorporated as part of this Agreement.

XVII. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or

indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

**XVIII. Other Terms:**

1. Funds provided by the city shall not be used for the purchase of capital assets.
2. Funds provided by the city shall not be used to repay outstanding debts incurred for the purchase of capital assets.
3. Funds provided by the city shall not be used for political purposes.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN**  
410 E. Michigan Avenue, Kalamazoo, MI 49007

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Robert Ells, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Bonnie Granado, Chair, Board of Directors

**GRANTOR: CITY OF PORTAGE**  
7900 South Westnedge Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Maurice S. Evans, City Manager

APPROVED AS TO FORM  
DATE: 6/1/2010  
*ME7*

**OMB Circular No. A-122**

**OMB Circular No. A-110**

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Continuing Services of Assessing Consultant

**ACTION RECOMMENDED:** That City Council approve a contract in the not-to-exceed amount of \$25,000 for the continued consulting services of Joyce Foondle, Southwest Michigan Government Consultants, for assistance in the Office of the City Assessor and authorize the City Manager to execute all documents related to this contract on behalf of the city.

The services of Joyce Foondle, Southwest Michigan Government Consultants, have been used over the past eight months to assist the Office of the City Assessor with meeting the timely requirements associated with developing the 2010 Assessment Roll. As the Deputy City Assessor position still remains vacant, it is recommended that Ms. Foondle continue providing consultant-based services to the Office of the City Assessor. Ms. Foondle will be utilized to provide necessary assessing expertise and to assist the City Assessor with various departmental functions, until such vacancy has been filled and support is no longer needed. The consultant based services can be terminated at any point when it is determined the services are no longer needed.

Funds are available for the continuation of consultant services by Ms. Foondle in the professional services account of the Fiscal Year 2010-11 Office of the City Assessor Departmental Budget. Expenditures for consultant services provided by Ms. Foondle to date are approximately \$25,000. It is recommended that City Council approve a contract for consultant services provided by Ms. Foondle in the not-to-exceed amount of \$25,000.

cc: James C. Bush, City Assessor

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 18, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** MMRMA Risk Avoidance Program Grant

**ACTION RECOMMENDED:** That City Council award a contract to the sole source provider, Road Safety International, Inc., of Thousand Oaks, California, in the amount of \$16,500 for the purchase of the Safe Force Driving System and authorize the City Manager to execute all documents related to this contract on behalf of the city.

The City of Portage is a participating member of the Michigan Municipal Risk Management Authority (MMRMA). One of the services provided by MMRMA is the Risk Avoidance Program (RAP). This program provides grants of up to 50 percent of the cost of projects deemed to reduce risk to the applicant.

One of the greatest areas of risk faced by a municipality involves the operation of fire apparatus. When these large vehicles are driven in a safe and controlled manner, the risk is reduced. Conversely, over-driving the vehicles (excessive speed, cornering too fast, etc.) increases the risk of an accident. At the same time, driving in a controlled manner will reduce the maintenance costs associated with overly aggressive driving (typically brake and suspension system repairs).

Road Safety International, Inc., of Thousand Oaks, California, has developed (and is the sole provider of) the Safe Force Driving System that, when installed on fire trucks, has proven successful in increasing safety and lowering maintenance costs. The system monitors and records unsafe vehicle operating parameters such as speeding and high vehicle g-forces caused by rapid accelerations, hard decelerations and high speed turns. The system also monitors seat belt usage, the use of turn signals and similar risk reduction actions. The system provides an audible warning as drivers approach an unsafe condition, allowing sufficient time to take corrective action before a crash occurs. If a driver ignores system warnings, an exception report is created so management may take corrective action. The system also creates database reports ranking driver performance. The Safe Force Driving System is being successfully used in numerous emergency vehicle fleets including fire departments in Battle Creek and Oshtemo Township as well as Life EMS.

The Portage Fire Department is the recipient of a MMRMA RAP grant to help fund the purchase and installation of the Safe Force Driving System. The grant funds are limited to \$10,000, or a 50 percent match of a \$20,000 purchase. Due to the funding limitations, the system will initially

be installed on five of the six trucks in the Fire Department apparatus fleet. The remaining vehicle, the reserve engine, will be added at a later date when funds become available. An anticipated reduction of \$5,000 in maintenance costs due to the installation of the Safe Force Driving System was factored into the 2010-2011 Fire Department operating budget.

The necessary equipment to install the Safe Force Driving System in the five vehicles will cost approximately \$16,500, with aggregate installations costs estimated at \$4,250. The installation of the equipment will be performed by Emergency Vehicle Products, the current apparatus maintenance provider for the city. Of the estimated project cost of \$20,750, the city share for the project will be \$10,740.

It is recommended that City Council award a contract to the sole source provider, Road Safety International, Inc., of Thousand Oaks, California, in the amount of \$16,500, for the purchase of the Safe Force Driving System and authorize the City Manager to execute all documents related to this contract on behalf of the city. Funds are available for this purchase in the departmental Fiscal Year 2010-11 Budget.

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Permit to Conduct a Fireworks Display

**ACTION RECOMMENDED:** That City Council approve a permit for a proposed fireworks display on July 3, 2010, sponsored by the Portage Rotary Club.

The Portage Rotary Club has submitted an application for a permit to conduct a public fireworks display on July 3, 2010 at McCamley Field. A letter from the Portage Rotary Club requesting favorable consideration of the permit is attached, as well as a letter of support from Portage Public Schools. The public display of fireworks is regulated by Public Act 328 of 1931, the Fireworks Law. The Act provides that municipalities may issue permits for public firework displays on a form issued by the State Fire Marshal.

The Act requires that the local government unit rule on the competency and qualifications of pyrotechnic operators who proposed to conduct a display before the permit is issued. In the City of Portage, the responsibility is designated to the Fire Marshal. Night Magic, Incorporated, a professional pyrotechnic company with a long record of conducting public firework displays, including previous displays in the City of Portage, will again be conducting the display this year. Based on requirements set forth in the International Fire Code and applicable National Fire Protection Association standards, the Fire Marshal has determined that Night Magic, Incorporated, is both competent and qualified.

The Portage Police and Fire departments are coordinating with the Portage Rotary Club to ensure a safe and orderly event. Further, the attached informational letter was sent by the Portage Rotary Club to property owners within one-quarter mile of the fireworks launch location.

It is recommended that City Council approve a permit for the proposed public fireworks display sponsored by the Portage Rotary Club.

Attachments



June 15, 2010

Portage City Hall  
7900 S. Westnedge Ave.  
Portage, MI 49002

Dear Mayor and Council,

This is our formal request for a permit for Portage Rotary to host and hire the vendor, Night Magic Inc., to produce a fireworks celebration July 3, 2010 at McCamley Field on Portage Public School property. We understand that the City will provide the services of the police and fire department in cooperation with the event.

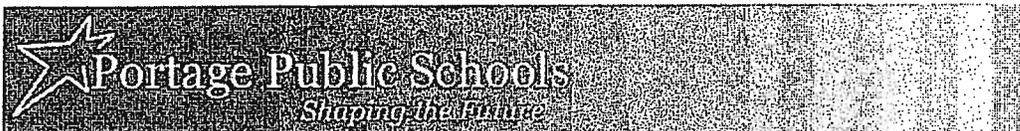
Portage Rotary and a coalition of six community Churches will provide back to back programming at this event. The Church coalition is made up of Portage Free Methodist, First Reformed of Portage, Portage First United Methodist, the bridge, Oakland Drive Christian Church and Saint Michael Lutheran Church and School. The event is called Freedom Fest and starts at 6:00 until about 10:00 that evening. Portage Rotary will be selling concessions during this event. All Freedom Fest costs are the responsibility of the coalition. Major contributors from the business community will be recognized for their contribution financially to the cost of the fireworks. Portage Rotary plans to invite area elected officials to address the crowd briefly before the fireworks. The fireworks show will be about 20 minutes set up just south of McCamley Field.

We thank the Portage School system and the City for your cooperation and support and we hope to bring a similar event each year to our fine citizens.

Co-Chairman of the 4<sup>th</sup> of July Rotary Club,

A handwritten signature in cursive script that reads "Elizabeth Campbell".

Elizabeth Campbell



Thomas G. Noverr, Assistant Superintendent for Operations  
[tnoverr@portageps.org](mailto:tnoverr@portageps.org)  
[www.portageps.org](http://www.portageps.org)

8111 South Westnedge Avenue  
Portage, MI 49002  
(269) 323-5182 (voice) (269) 323-5189 (fax)

June 3, 2010

Mr. Maurice Evans, City Manager  
City of Portage  
7900 S. Westnedge  
Portage, MI 49002

*Maurice :*  
Dear Mr. ~~Evans~~:

Per a request of Mrs. Elizabeth Campbell I'm sending you this letter to confirm that Portage Public Schools has granted permission for the Portage Rotary Club to use McCamley Stadium for the community fireworks program on the July 4<sup>th</sup> weekend.

The administration recommended this activity be approved as part of the PPS Regulation 1335.2 – Use of McCamley Field. As part of this approval, the District will require the Portage Rotary Club to name PPS as an additional insured on their liability policy. In addition, the Rotary Club will be responsible for all clean up costs associated with this event.

We look forward to the continuation of this important community event. Should you have any questions on this letter please feel free to contact me directly at 323-5182.

Sincerely,

Thomas G. Noverr  
Assistant Superintendent for Operations

Cc: Mrs. Elizabeth Campbell  
Ms. Marsha Wells, Superintendent

2010

Permit for Fireworks Display  
Michigan Department of Energy, Labor & Economic Growth  
Bureau of Fire Services  
Office of the State Fire Marshal  
P.O. Box 30700  
Lansing, MI 48909  
(517) 241-8847

Authority: 1968 PA 358  
Compliance: Required  
Penalty: Misdemeanor  
The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control	
ISSUED TO John Beebe		AGE (18 or over) 45	
ADDRESS 8600 N 17th St Kalamazoo MI 49009			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Portage Rotary Club			
ADDRESS PO Box 55 Portage, MI 49081			
NUMBER AND TYPES OF FIREWORKS 439 pcs 3 incl display shells 15 pcs multi shot boxes, 1" to 2 1/2"			
EXACT LOCATION OF DISPLAY McCamley Field, Portage Central High School 8135 S. Westmeade Portage, MI 49082			
CITY, VILLAGE, TOWNSHIP Portage, MI		DATE 7-3-10	TIME Dusk
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		AMOUNT 5,000,000-	

Issued by action of the  council Portage, mi  commission  board of

city  village  township of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

June 20 10

(Signature and Title of Council/Commission/Board Representative)

\*THIS FORM IS VALID FOR THE YEAR SHOWN ONLY\*

**Application for Fireworks Display Permit**  
 Michigan Department of Energy, Labor, & Economic Growth  
 Bureau of Fire Services  
 P.O. Box 30700  
 Lansing, MI 48909  
 (517) 241-8847

**2010**

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
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<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Agricultural Pest Control		DATE OF APPLICATION 6-15-10
NAME OF APPLICANT Elizabeth Campbell		ADDRESS 10548 Abigail St.
IF A CORPORATION, NAME OF PRESENT Portage Rotary Club		ADDRESS PO Box 55
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT		TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR John Beebe		ADDRESS 8100 N 17th St. Kalamazoo MI 49009
NO. YEARS EXPERIENCE 10	NO. DISPLAYS 50	AGE (18 or over) 45
NAME OF ASSISTANT Greg Reinhart		ADDRESS 8807 N 17th St. Kalamazoo MI 49009
NAME OF OTHER ASSISTANT		AGE 50
EXACT LOCATION OF PROPOSED DISPLAY McCormley Field PCHS		
DATE OF PROPOSED DISPLAY 7-3-10		TIME OF PROPOSED DISPLAY Dusk
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED	
439	3 inch display shells	
15 pcs	multi shot boxes, 1" to 2 1/2"	
MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities) Delivered to site day of show		
AMOUNT OF BOND OR INSURANCE (To be set by local government) 5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Lexington Insurance	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 32901 Station Street, Suite 206, Solon, OH 44139		
SIGNATURE OF APPLICANT Elizabeth A. Campbell		

\* FORM IS VALID FOR YEAR SHOWN ONLY \*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 440-248-4711      FAX (A/C, No): 440-544-1234 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Night Magic Displays P.O. Box 294 Kingsbury IN 46345	<b>INSURER A:</b> Lexington Insurance Co	
	<b>INSURER B:</b> Granite State Insurance Co.	
	<b>INSURER C:</b> Arch Specialty Ins Co	
	<b>INSURER D:</b> Liberty Mutual Insurance Co      25035	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1865920255      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			1619303-02	2/4/2010	2/4/2011	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA93487732	2/4/2010	2/4/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			ULP003174500	2/4/2010	2/4/2011	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC734S311836	3/12/2010	3/12/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Portage, its agents, employees & elected officials, Portage Public Schools and Portage Rotary Club are named as additional insured with respect to the fireworks display on July 3, 2010 in Portage MI.

<b>CERTIFICATE HOLDER</b>  City of Portage Portage Public Schools 8111 S. Westnedge Portage MI 49002	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

June 15, 2010

MARK M HAWRAN  
8423 S WESTNEDGE AVE  
PORTAGE, MI 49002

SAMPLE

**Greetings:**

Portage Rotary is planning a public fireworks show to be held the evening of July 3, 2010, beginning at dusk, at McCamley Field located at Portage Central High School. The fireworks display will be conducted by a licensed professional pyrotechnic operator contracted by Portage Rotary.

In an effort to promote positive neighbor relations, Portage Rotary is notifying you of this community event. Records provided by the City of Portage indicated that you are the owner of a property located within one-quarter mile of this site. It is anticipated that the Portage City Council will review and consider granting a permit to conduct a fireworks display at the June 22, 2010 City Council meeting. As a neighbor, if you have any formal comments regarding the proposed fireworks display, they can be provided at the June 22 City Council Meeting or in writing to:

Office of the City Clerk  
City of Portage  
7900 South Westnedge Avenue  
Portage, MI 49002

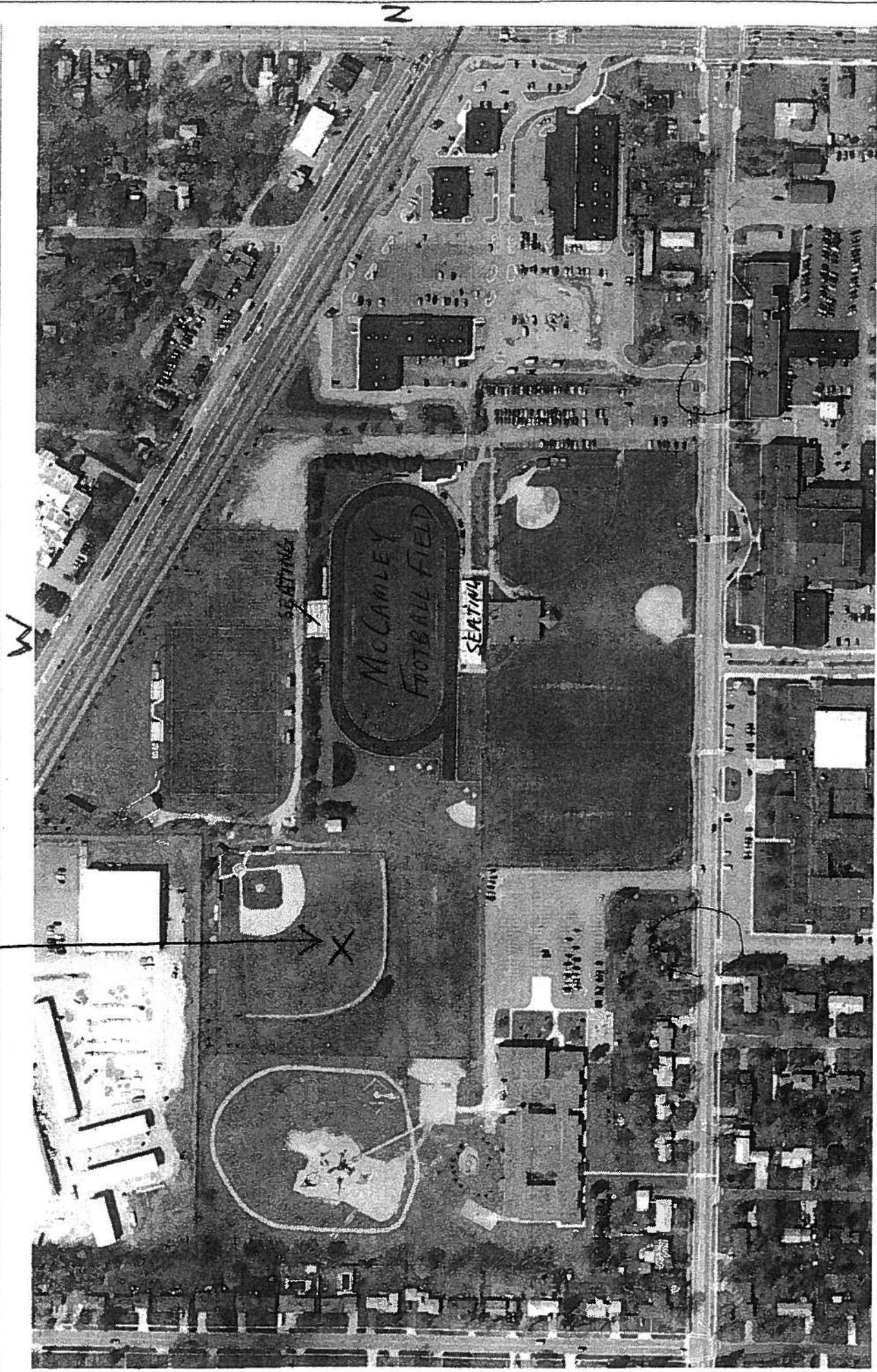
If you have questions about the proposed fireworks display, please contact Rotarian Elizabeth Campbell at 321-9383. The Portage Rotary hopes you will enjoy the fireworks display and thanks you in advance for your support of this patriotic community event.

Sincerely,

Portage Rotary

c: Portage City Clerk

Fireworks will be  
set up here. Field  
is fenced



# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Closed Session

A closed session is requested immediately following the regularly scheduled Council meeting of Tuesday, June 22, 2010. The purpose of this closed session is to discuss a personnel matter. City Council will reconvene in public session subsequent to completion of the closed session.

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 7, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** May 2010 Summary Environmental Activity Report – Information Only

Attached please find the May 2010 Summary Environmental Activity Report from the Department of Transportation and Utilities Director, Dallas Williams. New material, or material of specific interest to City Council is presented in italics.

These items serve to update the Council on environmental affairs.

c: Dallas Williams, Director, Department of Transportation and Utilities  
Planning Commission  
Portage Environmental Board

## SUMMARY ENVIRONMENTAL ACTIVITY REPORT

May 2010 (*updates in italics*)

### Project/Activity

Portage City Landfill

### Description

Ongoing groundwater monitoring of former municipal landfill.

### Status

-City Council awarded a 3 year contract to American Hydrogeologic Corporation on February 23, 2010 to perform annual groundwater sampling. The site groundwater data will continue to be monitored to confirm continuation of the natural attenuation process. Sampling shows continued improvement in groundwater quality. Sampling performed in May 2009. Annual report submitted in June 2009. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future.

Site Inspection/Development Project Review

Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed.

-Coordination with property owners and City or State agencies ongoing.  
*-Review of 2 site/building plans and/or plats completed in May 2010.*

Sewer Connection Program

Groundwater protection program requiring residential/business hookup to the sanitary sewer where available.

*-Sanitary sewer hookup permits issued in May 2010: 2 residential, 1 commercial.*

West Lake Management Program

Special assessment district designed to maintain/improve lake conditions.

-Five Year Lake Management Assessment District process initiated (Resolution #1) on December 7, 2004. Resolution #3 was approved by City Council on January 11, 2005. Resolution #5 was adopted by City Council on February 8, 2005. On March 22, 2005, City Council approved a contract with Aquatic Services, Goodrich, MI, to perform annual weed treatment. West Lake currently working with the Kalamazoo County Drain Commissioner to create a filtration system on the Austin Lake Drain. On July 10, 2007, City Council authorized the Administration to submit a grant application in the amount of \$5,000 to the Kalamazoo Foundation to assist funding the filtration system. Construction bids received by the Drain Commissioner on November 14, 2006. Construction began on the Austin Dam reconstruction in December 2006 and new structure completed in March 2007. Filtration system construction was substantially completed in July 2008. On July 8, 2008, City Council awarded contracts to Aquatic Services, Inc. for the 2008 Weed Treatment Program and awarded a contract to ASI Environmental to perform watershed and vegetation survey. Spring 2009 weed control application was completed in June 2009. New 5 year improvement plan and special assessment process was approved by

City Council on March 23, 2010. Preparation for 2010 lake treatment underway.

<p>Retention Basin Sampling Program</p>	<p>Investigation regarding potential impact of retention basins on groundwater levels.</p>	<p>-Historical monitoring continues to show minor impacts at most basins. From 1993 through 2009 the monitoring program showed stable groundwater impacts due to stormwater infiltration. Alternative road salt practices continue to be considered and evaluated. City staff has initiated a compilation of all city retention basin groundwater levels. Winter sampling performed in early December 2009 with results submitted. Report under staff review. On March 23, 2010, City Council awarded a four-year contract to Wightman Environmental. Program will focus primarily on groundwater level information. <i>Next sampling scheduled for June.</i></p>
<p>Wellhead Protection Program (WHPP)</p>	<p>Development of program to protect City well fields and surrounding area from contamination resulting from improper land use.</p>	<p>-Wellhead Protection Grant award received from MDEQ on August 30, 1999 and Council accepted the grant on October 5, 1999. Council also awarded contract to Earth Tech to complete WHPP. Earth Tech completed the final wellhead protection plan and MDEQ submittal was made on October 14, 2000. Plan was reviewed by MDEQ with written approval received in March, 2001. City staff made a presentation to the American Water Works Association at their April 25, 2008 meeting to highlight current city initiatives. Plan implementation is ongoing.</p>
<p>Leaf Compost Monitoring Program</p>	<p>Monitoring and analysis of groundwater at the new Oakland Drive Leaf Compost site.</p>	<p>-City Council awarded contract on August 21, 2001 to Soil &amp; Materials Engineers for monitoring and analysis of groundwater impact of the new compost operation. Drilling was completed in October 2001 and first sampling cycle was completed in February 2002. Semi annual sampling was performed from 2002 to 2009 in June and January. Sampling and analysis results continue to show no groundwater impacts from the leaf composting. Sampling schedule was reduced to annual sampling in 2009 with results showing continued minor impact on groundwater quality. Next sampling scheduled for July 2010.</p>
<p>National Pollution Discharge Elimination System (NPDES) permit implementation</p>	<p>Five year plan to implement the current NPDES stormwater permit.</p>	<p>-Received NPDES general permit on August 15, 2001. Renewal Application submission was made to MDEQ on March 7, 2003. Permit implementation is ongoing. New permit received in 2004 mandates involvement in several county watershed groups. City staff completed the submission of a Stormwater Pollution Prevention Initiative (SWPPI) as required by NPDES permit. SWPPI submitted on October 21, 2005. Revised SWPPI to incorporate watershed management plans. Annual report was submitted December 29, 2006. SWIPPI comments received from the MDEQ and revisions resubmitted. Public education plan submitted to MDEQ on October 31, 2007. Additional NPDES SWIPPI data and public education plan submitted on November 6, 2007. Annual report was submitted December 31, 2007. The MDEQ approved the revised public education plan and SWIPPI on January 15, 2008. Re-application for permit</p>

extension was submitted on March 24, 2008. New permit applications are due August 1, 2008 for a 5 year permit cycle. The permit application for the city was submitted to MDEQ on July 31, 2008. Annual permit report submitted in December 31, 2008. Next five year permit expected in fall 2009. New certificate of coverage permit was issued by MDEQ on September 30, 2009. New permit covers a 5 year time frame with first work item (updating the Public Participation Plan) due December 11, 2009. Plan update completed with other local governments and submitted November 24, 2009. City staff worked with other agencies at the 2010 Home Expo on March 17 – 20, 2010. Staff currently working on updated SWIPPI submittal to MDNRE.

National Pollution Discharge  
Elimination System (NPDES)  
permit implementation

Kalamazoo River Mainstem  
Watershed Management Plan

-First meeting was held September 17, 2004. The public participation plan for the Watershed was submitted on November 22, 2004. The Public Education Plan was submitted December 31, 2004. Proposals for completing the watershed plan were received by Kalamazoo County on September 15, 2005 and a contract awarded to Kieser & Associates in November 2005. Watershed Committee meeting held November 22, 2005. Watershed planning focused on threatened uses and potential correction of water quality. Draft watershed plan submitted to MDEQ on December 30, 2005. Review comments received from MDEQ and revised watershed plan due in December 2006. Public information meeting was held at County Fairgrounds on October 24, 2006. Revised Watershed Plan submitted November 30, 2006. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009.

Portage River Watershed  
Management Plan

-Public participation plan submitted June 28, 2004. The Public Education Plan was submitted December 31, 2004. Proposals for a Watershed Management Plan were received by the Kalamazoo County Road Commission and a contract awarded to the Kalamazoo County Conservation Service in November 2005. First watershed meeting was held November 29, 2005. Meeting focused on water quality in the watershed and identification of pollution sources. Draft watershed plan submitted to MDEQ on December 30, 2005. Follow-up meetings are held monthly to facilitate an implementation schedule. Portage River Watershed public meeting held in Vicksburg on April 11, 2006. Review comments received from MDEQ and revised watershed plan due November 2006. Revised Watershed Plan submitted November 30, 2006, follow up meetings to be held as necessary. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Based upon MDEQ comments, the plan was revised and resubmitted on December 21, 2009.

Five year plan to implement an Illicit Discharge Elimination Plan (IDEP).

-On October 21, 2001, City Council awarded a contract to Fishbeck, Thompson, Carr and Huber for the Portage Creek element of the IDEP, which was completed in July 2002. On February 19, 2002, City Council approved a new ordinance as required by the NPDES permit titled "Storm Water Illicit Discharges and Connections". On May 27, 2003, City Council awarded a contract to Fishbeck, Thompson, Carr and Huber for the West Fork element of the IDEP. On April 28, 2004, City Council accepted a grant from the State of Michigan in the amount of \$152,264 and awarded a contract to Fishbeck, Thompson, Carr and Huber in the amount of \$184,264 for the remainder of the IDEP for the entire city. Due to a less than anticipated number of illicit connections, city staff asked MDEQ to expand mapping activities under the grant program. Program implementation is ongoing as funding allows. Continued outfall sampling is required by permit and will be budgeted accordingly. IDEP program currently being updated for submittal to MDNRE.

Garden Lane Arsenic Removal Facility

Construction of a water treatment facility at the Garden Lane Wellfield to remove arsenic, iron and manganese from the groundwater.

-City Council approved an agreement with Fishbeck, Thompson, Carr & Huber, Inc. on January 10, 2006 to prepare a feasibility study to meet new USEPA arsenic standards for drinking water. Feasibility study completed in August 2006. Feasibility study recommended construction of a filter system using various filter media materials. Small scale pilot studies began in spring 2007. Pilot studies completed with generally favorable results. Geotechnical soils report completed in April 2007 and wetlands delineation received in May. Operating plants visited in May to familiarize staff with various arsenic removal processes. Engineering proposals for the project were received August 14, 2007. Project engineering awarded to Earth Tech by City Council on September 11, 2007. Project design to include Leadership in Energy and Environmental Design (LEED) criteria. Project construction bids were received on November 25, 2008. Contract awarded by City Council on December 16, 2008 to Adams Building Contractors, Inc., Jackson, Michigan. Preconstruction meeting was held January 29, 2009. Construction underway with clearing and earth work complete. Underground piping and foundation work complete. Concrete floors and wall construction complete. Outside piping and inside plumbing complete. Building interior and exterior site work complete. Interior painting complete. Garden Lane Well #4 drilling is complete and well building is completed. *Start up activities began in May 2010. Final punch list work ongoing during plant operation.*

Environmental Incident/Spill Clean Up Notification

Environmental Protection Program to assist Portage Police/Fire Departments with spill containment and spill cleanup.

-*The number of environmental incident/spill investigations performed in May 2010-0. The number of incidents requiring city forces/contractor emergency cleanups-0. Close out of gasoline spill on Sprinkle Road near Zylman Road due to a vehicle crash is complete.*

## Localized Groundwater Table Investigation

Hydrogeologic study of the Portage area, especially in the Sprinkle Woods plat area, to determine causes of increase in groundwater elevation.

-On April 29, 2008, City Council awarded a contract to American Hydrogeology Corporation to investigate the reason and extent of seasonally high groundwater elevation. Special emphasis will be placed on the Black Forest plat area to suggest possible solutions to the basement leaking problems experienced in the area. Study was transmitted to City Council on July 22, 2008. Current activities are focused on assisting the affected property owners with possible solutions. A storm drainage line extension project has been designed with a bid opening set for September 18, 2008. City Council awarded a contract to Peters Construction Company on September 23, 2008.

Construction began in mid October. Project was extended to serve 3 additional properties. Work was completed on October 31, 2008. City staff continues to investigate other remedies for local groundwater table issues. Work complete on compiling a history of local groundwater table elevations at 19 city-owned retention basins with data from 1994 to 2009. Data from the analysis shows a general upward trend through the Portage area from 2005 to present. Five monitoring wells were installed in the Jamaica Lane area as a result of a number of citizen concerns. *Analysis of the Jamaica Lane wells shows that seasonal groundwater table levels have dropped approximately 24" from spring 2009 levels and level has stabilized through May 2010.* Sampling will continue through the spring and summer months.

## Hampton Wetland Area Water Level

Assistance with the Inverness Condominium Association to Review Surface Water Levels

-Ongoing assistance with the Condominium Association to develop appropriate measures to regulate the rising water level in Hampton Wetlands Area located on the north side of West Centre Avenue and east of Angling Road. Current activity has centered on meeting with MDNRE staff to determine feasible method to lower water levels. *Association currently working with MDNRE permit staff to clarify permit requirements.*

## Southwest Michigan Regional Sustainability Covenant

Collaborative effort with local government, academic, and other stakeholders to lead toward environmental, economic and social sustainability.

-On May 12, 2009, City Council approved the Southwest Michigan Regional Sustainability Covenant. A sustainability work session was held April 14, 2010, to review elements of the covenant in cooperation with the City of Kalamazoo and the City of Battle Creek. A grant application was made to MDNRE for a greenhouse gas inventory study of the area. *Success of grant application may not be known until late summer.*

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Traffic Signal Maintenance

**ACTION RECOMMENDED:** That City Council award a contract for maintenance of the city traffic signal system from July 1, 2010 to June 30, 2013 to Windemuller Electric, Incorporated, in the not-to-exceed amount of \$125,700 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

On July 13, 2004, City Council awarded a three-year contract to a private contractor for the maintenance of the city traffic signal system. This contract provided an option for a three-year extension if mutually agreeable to both parties, which was exercised in June 2007. Traffic signal maintenance, including emergency repairs as needed, is a highly specialized field with few local contractors qualified to perform this work. Historically, maintenance of the city traffic system has been performed by private contractors.

In more recent years, the city traffic signal system has grown considerably as new traffic signals have been installed. In addition, many of the city traffic signals have been upgraded to include mast arms, light emitting diodes (LED) signal heads, vehicle video detection cameras, battery backups and illuminated street name signs. The city traffic signal system currently includes forty-nine signalized intersections and twenty-three school/pedestrian flashers.

On June 14, 2010, bid proposals were received for maintenance of the city traffic signal system for the period July 1, 2010 through June 30, 2013. Two bid proposals were received. The low base bid in the amount of \$125,700 was submitted by Windemuller Electric, Incorporated. The maintenance contract also provides hourly rates for emergency call-in work during regular hours and after hours and for new signals added to the city system. Windemuller Electric, Incorporated, hourly rates for this type of work were also the lowest among bidders.

Windemuller Electric, Incorporated, has been performing these services satisfactorily for the City of Kalamazoo, City of Muskegon and the City of Norton Shores. It is recommended that the three-year contract for maintenance of the city traffic signal system be awarded to Windemuller Electric, Incorporated, in the total not-to-exceed amount of \$125,700 and that the City Manager be authorized to execute all documents related to the contract on behalf of the city. A complete bid tabulation is attached for the information of City Council. Funds are budgeted and will be available for this contract in the recently approved 2010-11 Street Operating Budget.

Attachment

**TRAFFIC SIGNAL MAINTENANCE CONTRACT 2010 - 2013  
TABULATION OF PROPOSALS**

**Windermuller Electric, Inc**  
1176 Electric Avenue  
Wayland, MI 49348

**Severance Electric, Inc**  
4140 rollridge  
Kalamazoo, MI 49004

<b><u>Annual Maintenance Contract</u></b>			
1st Year	\$31,200.00	\$32,000.00	
2nd Year	\$32,000.00	\$32,400.00	
3rd Year	\$32,500.00	\$32,800.00	
<b><u>Allowance</u></b>			
1st Year	\$10,000.00	\$10,000.00	
2nd Year	\$10,000.00	\$10,000.00	
3rd Year	\$10,000.00	\$10,000.00	
<b>Total</b>	<b>\$125,700.00</b>	<b>\$127,200.00</b>	
<b><u>Hourly Call-in Charge (Regular hours)</u></b>			
1st Year	\$85.00	\$90.00	
2nd Year	\$85.00	\$92.00	
3rd Year	\$85.00	\$94.00	
<b><u>Hourly Call-in Charge (After hours)</u></b>			
1st Year	\$120.00	\$135.00	
2nd Year	\$120.00	\$138.00	
3rd Year	\$120.00	\$141.00	
<b><u>New Intersections</u></b>			
1st Year	\$40.00	\$100.00	
2nd Year	\$40.00	\$100.00	
3rd Year	\$40.00	\$100.00	

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 16, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Consolidated Storage Equipment Purchase

**ACTION RECOMMENDED:** That City Council approve the purchase of Hewlett-Packard consolidated storage equipment from SARCOM, Incorporated, at a total cost of \$42,310 and authorize the City Manager to execute all documents related to this action on behalf of the city.

The current city computer network includes approximately four terabytes of data storage capability and is near capacity. In addition, the amount of electronic data generated by the city is growing at a rate of approximately 30 percent per year. The purchase of one 10-terabyte consolidated data storage unit and related components is required in order to accommodate the current and near future electronic data storage needs of the city.

The city received formal bids from SARCOM and Dell for the consolidated storage project. Although the bid submitted by Dell was approximately \$9,500 lower than the bid submitted by SARCOM, it did not include all the necessary components required and was subsequently considered unresponsive. In addition, city experience with Dell equipment and Dell customer service has been unsatisfactory. The lowest responsive bid for the consolidated storage equipment was submitted by SARCOM in the amount of \$42,310.

It is recommended that Council approve this project at the cost of \$42,310 submitted by SARCOM, Incorporated, and authorize the City Manager to execute all related documents. Funds have been budgeted for this planned expenditure as part of the Capital Improvement Program. The bid tabulation and supplemental quote tabulation is attached for the information of City Council.

Attachment

BID TABULATION  
HEWLITT PACKARD CONSOLIDATED STORAGE

Sarcom, Inc.  
2900 Charlevoix Drive, Suite 110  
Grand Rapids, MI 49546

<u>Item</u>	<u>Part Number</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	494329-B21	1	\$1,473.00	\$1,473.00
2	492244-L21	1	\$562.00	\$562.00
3	492244-B21	1	\$802.00	\$802.00
4	500656-B21	18	\$88.00	\$1,584.00
5	218371-B21	2	\$277.00	\$554.00
6	481041-B21	1	\$66.00	\$66.00
7	403508-B21	1	\$386.00	\$386.00
8	412911-B21	1	\$153.00	\$153.00
9	503296-2PS	1	\$182.00	\$182.00
10	AX696A	1	\$36,077.00	\$36,077.00
11	HA109A3	1	\$0.00	\$0.00
12	HA109A3 8W7	1	\$471.00	\$471.00
Grand Total				\$42,310.00

Alternate Bid  
Dell Marketing L.P.  
One Dell Way  
Round Rock, TX 78682

# CITY OF PORTAGE

# COMMUNICATION

**TO:** Honorable Mayor and City Council

**DATE:** June 16, 2010

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Westfield Well #2 Pump and Motor Rehabilitation

**ACTION RECOMMENDED:** That City Council award a contract for the Westfield Well #2 Pump and Motor Rehabilitation to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$15,600 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

In 1997, City Council approved a five-year contract with United Water, formerly Earth Tech, Incorporated, for management and operation of the City of Portage water and wastewater utility systems. The contract called for United Water to perform the daily maintenance activities of the utility including storm drain, wet well, detention basin and sewer line cleaning, street sweeping, assistance with snow removal, water treatment and analysis, fire hydrant repair and water well inspections and maintenance. As a result of the award of the original management and operation contract to United Water on February 7, 1997, Portage utility rate payers experienced significant cost savings and increased performance of maintenance activities.

On January 9, 2007, City Council approved the second five-year renewal of the United Water services contract. Renewal of the contract was based on favorable pricing, which continued the significant cost savings to Portage utility rate payers, excellent performance by United Water personnel in operating and maintaining the city water and sanitary sewer facilities, and the positive findings of an independent auditor that United Water had successfully completed all of the provisions of the original contract.

As part of the second five-year renewal, a rehabilitation versus replacement component was added to the contract. After routine cleaning and inspection of a production well, United Water is responsible for obtaining three quotes for the required repair and/or replacement of well pumps and motors. If the cost to rehabilitate a pump and motor is greater than 70 percent of the replacement cost and the pump and motor have been in service for more than 20 years, the city is responsible for the cost of rehabilitating the pump and motor.

On May 19, 2010, United Water had Westfield Well #2 cleaned and inspected. United Water and city staff determined that the cost to rehabilitate the pump and motor is greater than 70 percent of the replacement cost and the pump and motor have been in service over 20 years. United Water has obtained three quotes from qualified contractors for the rehabilitation of the

pump and motor. The low quote for the rehabilitation is from Peerless-Midwest, Incorporated. This contractor has satisfactorily completed similar projects for the city in the past. Sufficient funds are available to finance this project in the water operating budget.

It is recommended that City Council award a contract for the Westfield Well #2 Pump and Motor Rehabilitation to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$15,600 and authorize the City Manager to execute all documents related to the contract on behalf of the city. A bid tabulation is attached for the information of City Council.

Attachment

TABULATION  
WESTFIELD WELL # 2 PUMP AND MOTOR REHABILITATION

<u>BIDDER</u>	<u>BID</u>
Peerless-Midwest, Inc. 55860 Russell Industrial Parkway Mishawaka, IN 46545	\$15,600
Solberg, Knowles & Associates 5720 Wealthy Street Newaygo, MI 49337	\$16,600
Cook Drilling Company, LLC 2428 S. 11 <sup>th</sup> Niles, MI 49120	\$17,800

**MATERIALS TRANSMITTED**

Tuesday, June 08, 2010

1. **AGENDA ITEM F.1** -- Communication from the City Manager recommending that City Council adopt the Resolution awarding the bid for City of Portage Capital Improvement Bonds, Series 2010, in the amount of \$3,850,000 to Wells Fargo Advisors at 3.808149%.



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Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager