

**FINAL AGENDA FOR THE COUNCIL MEETING**  
**CITY OF PORTAGE**  
**June 28, 2011**

7:30 p.m. Call to Order.

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

Pledge of Allegiance.

Roll Call.

Proclamations.

A. Approval of the Regular Meeting Minutes of June 14, 2011.

\* B. Approval of Consent Agenda Motions.

\* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of June 28, 2011, as presented.

D. Public Hearings:

1. Public Hearing regarding the Special Assessment Roll under Resolution No. 5 for the Trade Centre Way Relocation Project #997-R.

a. Communication from the City Manager recommending that City Council adopt Resolution No. 5 for the Trade Centre Way Relocation Project #997-R, confirming the Special Assessment Roll.

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

1. Communication from the City Manager recommending that City Council:

- a. consider approval of the ordinance amendment to approve the 2011 Amended Development Plan and the 2011 Amended Tax Increment Financing Plan for the development area within the Downtown Development Authority District;
- b. consider approval of the City of Portage Bond Resolution for Special Assessment Bonds, Series 2011, in the not-to-exceed amount of \$1,340,000;
- c. consider approval of the Resolution Approving Undertaking to Provide Continuing Disclosure by the City of Portage for the Special Assessment Bonds, Series 2011; and
- d. authorize the Mayor and City Clerk to execute the documents related to this action on behalf of the city.

\* 2. Communication from the City Manager recommending that City Council approve the Fiscal Year 2011-12 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.

\* 3. Communication from the City Manager recommending that City Council approve a permit for a proposed fireworks display on July 4, 2011, sponsored by the Portage Rotary Club.

\* 4. Communication from the City Manager regarding the May 2011 Summary Environmental Activity Report – Information Only.

\* 5. Department Monthly Reports.

G. Communications:

H. Unfinished Business:

- \* I. Minutes of Boards and Commissions Meetings:
  - 1. Portage Board of Education Special of April 25, Special and Committee of the Whole of May 9, Special of May 19, Special and Regular of May 23, Special of May 31, Special of June 1, Special and Committee of the Whole Work Session of June 6, Special of June 8, Special of June 9 and Specials of June 13, 2011.
  - 2. Portage Senior Citizen Advisory Board of May 18, 2011.
  
- J. Ad-Hoc Committee Reports:
  
- K. New Business:
  
- L. Bid Tabulations:
  - 1. Communication from the City Manager recommending that City Council award a construction contract to the low bidder Kamminga & Roodvoets, Incorporated, of Grand Rapids, Michigan for the Trade Centre Way Relocation project in the not-to-exceed amount of \$585,443.75 and authorize the City Manager to execute all documents related to the contract on behalf of the city, subject to City Council action on the following on July 12, 2011:
    - a. adoption of a resolution approving the agreement to implement the 2011 Amended Plan with the Downtown Development Authority; and
    - b. adoption of a Resolution approving the Phase III Development Agreement.
  
  - \* 2. Communication from the City Manager recommending that City Council award a contract to the low bidder, Michigan Paving and Materials Company of Kalamazoo, Michigan, for the reconstruction of Lovers Lane (Forest Drive to East Centre Avenue) in the not-to-exceed amount of \$277,869.84 and authorize the City Manager to execute all documents on behalf of the city.
  
  - \* 3. Communication from the City Manager recommending that City Council accept the low bid submitted by Wyoming Asphalt Paving Company in the amount of \$59,987.80 for City Hall parking lot improvements and authorize the City Manager to execute all documents related to this action on behalf of the city.
  
- M. Other City Matters:
  - 1. Statements of Citizens.
  - 2. From City Council and City Manager.
  
  - \* 3. Reminder of Meetings:
    - a. Wednesday, June 29, 8:00 a.m., City Hall Room #1, Downtown Development Authority.
    - b. Wednesday, July 6, 6:30 p.m., Park Board, Ramona Park followed by Lakeview Park.
    - c. Thursday, July 7, 7:00 p.m., Planning Commission, Council Chambers.
    - d. Monday, July 11, 2:00 p.m., Youth Advisory Committee, City Hall Room #1.
    - e. Monday, July 11, 7:00 p.m., Zoning Board of Appeals, City Council Chambers.
  
- N. Materials Transmitted of June 10 and June 14, 2011.

Adjournment.

# CITY COUNCIL MEETING SUMMARY

June 14, 2011

## CHECK REGISTER

- ◆ Approved the Check Register of June 14, 2011, as presented.

## PUBLIC HEARING

- ◆ Approved an Ordinance to amend the City of Portage Code of Ordinances by amending Article 4 of Chapter 42, Official Zoning Map, changing the zoning of 9616 Portage Road, Parcel ID Number 00026-070-A; 9602 Portage Road, Parcel ID Number 05100-024-O; 1704 South Shore Drive, Parcel ID Number 05100-001-B; 1712 Fairlane Avenue, Parcel ID Number 05100-017-O; 1720 Fairlane Avenue, Parcel ID Number 05100-018-O; 1726 Fairlane Avenue, Parcel ID Number 05100-019-O; and 1806 Fairlane Avenue, Parcel ID Number 05100-020-O; from R-1C, one family residential and I-1, light industry, to OS-1, office service.

## REPORTS FROM THE ADMINISTRATION

- ◆ Adopted the Resolution awarding the bid for the City of Portage Capital Improvement Bonds, Series 2011, in the amount of \$1,700,000 to Fifth Third Securities, Inc., at 3.752893%.
- ◆ Approved the revised Community Development Block Grant (CDBG) Program FY 2011-15 Consolidated Plan and FY 2011-12 Annual Action Plan in the approved FY 2011-12 budget; and authorized the City Manager to execute and submit the revised documents to the Department of Housing and Urban Development.
- ◆ Accepted Ordinance Amendment 10-C, Medical Marihuana Home Occupation, for first reading and set a public hearing for July 12, 2011, at 7:30 p.m. or as soon thereafter as may be heard; and subsequent to the public hearing, consider approval of Ordinance Amendment 10-C, Medical Marihuana Home Occupation.
- ◆ Adopted Resolution No. 4 for the Trade Centre Way Relocation Project #997-R, setting a public hearing on the Assessment Roll for June 28, 2011, at 7:30 p.m. or as soon thereafter as may be heard.
- ◆ Ordered notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2011, will be transferred to the 2011 city tax roll and assessed against property for which the services were furnished.
- ◆ Approved a one-year extension of the contract with Kal Clean, Inc., (dba Paris Cleaners) for police uniform cleaning services in the amount of up to \$30,000.00, for the period of June 10, 2011, through June 10, 2012, and authorize the City Manager to execute all documents related to this matter on behalf of the city.
- ◆ Accepted the donation of 123 acres of land as a preservation area from Mrs. Linda Eliason, in memoriam, subject to finalization of the donation, memorial, land appraisal, title documentation and a Phase I Environmental Assessment.
- ◆ Received the communication from the Local Officers Compensation Commission.
- ◆ Held a closed session immediately following the Regular City Council Meeting of June 14, 2011, to discuss a personnel matter.

## COMMUNICATION

- ◆ Received the communication from the Park Board regarding the *Get Active Portage!* 2011 event.

## CLOSED SESSION

- ◆ Accepted the recommendation of the City Manager Evaluation committee and approved the contract for the City Manager as circulated and authorized signature in accordance with the City Charter.

## BID TABULATION

- ◆ Approved the low bid from Too Clean, Incorporated, for cleaning maintenance of park facilities for the period July 1, 2011, through June 30, 2012, in the amount of \$21,630, with an option for a contract renewal up to three years and authorized the City Manager to execute all documents related to this action of behalf of the city.

## STATEMENTS OF CITY COUNCIL AND CITY MANAGER

- ◆ Councilmember Bailes expressed his appreciation to the VFW of the Memorial Day Parade and found it very enjoyable.
- ◆ Councilmember Reid recognized city staff for their efforts at her wedding reception at the Hayloft Theater. She also commented on the budget proceedings of the last meeting and recognized Councilmember Randall's concern for Portage citizens who have income loss; however, she concurred with the rest of City Council on the importance of maintaining a 13% Fund Balance for emergencies. She then announced that citizens who have difficulty meeting financial obligations may go to the Salvation Army for help with financial literacy and because the Salvation Army can point those citizens to the best agency to assist them such as the Human Services Board or the Community Action Board.
- ◆ City Manager Maurice Evans thanked City Council for approving his employment contract.
- ◆ Mayor Pro Tem Sackley thanked the Eliason family for the land donation under Item F.7, described the property in detail and said Portage is fortunate to have Bishop's Bog as a jewel in the City Parks System.
- ◆ Mayor Strazdas said he had just returned from a volunteer effort in Washington, D.C., and indicated that Washington, D.C. had nothing on Portage, Michigan, and that it was great to be back. He noted some recent examples of local improvements: the Air Zoo expansion, Trade Center Way road improvements, the beam installation for the bridge over South Westledge Avenue, the 123 acres donated to the Parks System by Eliason Corporation, the recently announced countywide learning network for youth, and the 4<sup>th</sup> of July fireworks in Portage paid for by local businesses and donations.

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

The Regular Meeting was called to order by Mayor Strazdas at 7:35 p.m.

The City Clerk called the roll with the following members present: Councilmembers Cory A. Bailes, Elizabeth A. Campbell, 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.

Mayor Strazdas asked Mr. Kyle Douglas of the Life Point Church of Portage to give the invocation and the 100<sup>th</sup> Eagle Scout from Troop 244, Nolan Stoffer, led the City Council and the audience in the recitation of the Pledge of Allegiance.

**APPROVAL OF MINUTES:** Motion by Sackley, seconded by Urban, to approve the May 24, 2011 Regular Meeting Minutes as presented. Upon a voice vote, motion carried 5 to 0 with Councilmembers Campbell and Reid abstaining.

\* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Randall to read the Consent Agenda. Mayor Pro Tem Sackley asked that Item F.7, Eliason Corporation Land Donation, 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 14, 2011:** Motion by Urban, seconded by Reid, to approve the Check Register of June 14, 2011. Upon a roll call vote, motion carried 7 to 0.

#### **PUBLIC HEARING:**

**REZONING APPLICATION #10-01, PORTAGE ROAD AND FAIRLANE AVENUE:** Councilmember Campbell recused herself as her employer owns the subject property, and then left the City Council Chambers for the duration of the discussion on this item. Mayor Strazdas opened the public hearing and introduced Community Development Director Jeffrey Erickson, who reviewed the rezoning application from Residential Opportunities, Inc., (ROI) requesting that 9616 and 9602 Portage Road, 1704 South Shore Drive, 1712, 1720, 1726 and 1806 Fairlane Avenue be rezoned from I-1, light industry and R-1C, one family residential to OS-1, office service. Mr. Erickson indicated that the purpose of the rezoning is to facilitate reuse of the former Moose Lodge building/site for The Great Lakes Center for Autism Treatment and Research, a residential treatment center for up to 12 children combined with an outpatient clinic for children with autism and is a joint venture between ROI and the Western Michigan University Psychology Department.

Mr. Erickson referred to a report dated April 15, 2011, from the Department of Community Development that recommended the seven properties be rezoned to OS-1 and pointed out that the Comprehensive Plan recognizes that the OS-1 district can provide an effective transition between higher intensity uses and major streets and interior residential neighborhoods; moreover, since reuse of the former Moose Lodge building by a traditional light industrial user is limited given the nature of the building design, i.e. configuration, one-story, low ceilings, etc., redevelopment under the existing I-1 zoning designation would more likely necessitate demolition of the existing building and construction of a new industrial facility, and the environmental impact on adjacent residential land uses to the north and west would likely be much greater under the existing I-1 zone, depending upon the type of industrial use. He reviewed the Planning Commission activity in April on the matter and indicated that the Commission considered this letter, along with an April 21, 2011 response from the Department of Community Development, and voted unanimously to recommend to City Council that Rezoning Application #10-01 be approved and the seven parcels/lots be rezoned to OS-1, office service. Discussion followed.

Residential Opportunities Inc. Chief Executive Officer Scott Schrum, 5752 Castleton Lane, Oshtemo, introduced Residential Opportunities Inc. Director of Properties Tom Ihling, and spoke in favor of the rezoning. In response to Councilmember Reid, Mr. Schrum indicated that besides accommodating up to 12 residents, there would be an estimated 100 children annually, 35 full time employees, including a speech therapist and an occupational therapist and internship opportunities for Western Michigan University students with ten on the residential side and ten on the outpatient side. In answer to her question about traffic generated by the facility, he said there would be eight staff members with three trips per day, two or three cars for the interns and pointed out that there would be limited visitation, so extra traffic beyond that mentioned would be 15-18 per day.

Motion by Sackley, seconded by Reid, to close the public hearing. Upon a voice vote, motion carried 6 to 0.

Motion by Sackley, seconded by Bailes, to approve an Ordinance to amend the City of Portage Code of Ordinances by amending Article 4 of Chapter 42, Official Zoning Map, changing the zoning of 9616 Portage Road, Parcel ID Number 00026-070-A; 9602 Portage Road, Parcel ID Number 05100-024-O; 1704 South Shore Drive, Parcel ID Number 05100-001-B; 1712 Fairlane Avenue, Parcel ID Number 05100-017-O; 1720 Fairlane Avenue, Parcel ID Number 05100-018-O; 1726 Fairlane Avenue, Parcel ID Number 05100-019-O; and 1806 Fairlane Avenue, Parcel ID Number 05100-020-O; from R-1C, one family residential and I-1, light industry, to OS-1, office service. Discussion followed. Upon a roll call vote, motion carried 6 to 0. Councilmember Campbell returned.

## 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 2011, in the amount of \$1,700,000, to Fifth Third Securities, Inc., at 3.752893%. Upon a roll call vote, motion carried 7 to 0.

\* **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM RECOMMENDATION:** Motion by Urban, seconded by Reid, to approve the revised Community Development Block Grant (CDBG) Program FY 2011-15 Consolidated Plan and FY 2011-12 Annual Action Plan in the approved FY 2011-12 budget; and authorize the City Manager to execute and submit the revised documents to the Department of Housing and Urban Development. Upon a roll call vote, motion carried 7 to 0.

\* **ORDINANCE AMENDMENT 10-C, MEDICAL MARIHUANA HOME OCCUPATION:** Motion by Urban, seconded by Reid, to accept Ordinance Amendment 10-C, Medical Marihuana Home Occupation, for first reading and set a public hearing for July 12, 2011, at 7:30 p.m. or as soon thereafter as may be heard; and subsequent to the public hearing, consider approval of Ordinance Amendment 10-C, Medical Marihuana Home Occupation. Upon a roll call vote, motion carried 7 to 0.

\* **TRADE CENTRE WAY RELOCATION PROJECT #997-R:** Motion by Urban, seconded by Reid, to adopt Resolution No. 4 for the Trade Centre Way Relocation Project #997-R, setting a public hearing on the Assessment Roll for June 28, 2011, at 7:30 p.m. or as soon thereafter as may be heard. 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, 2011 will be transferred to the 2011 city tax roll and assessed against property for which the services were furnished. Upon a roll call vote, motion carried 7 to 0.

\* **RENEWAL OF CONTRACT FOR POLICE UNIFORM CLEANING:** Motion by Urban, seconded by Reid, to approve a one-year extension of the contract with Kal Clean, Inc., dba Paris Cleaners, for police uniform cleaning services in the amount up to \$30,000.00, through June 10, 2012, and authorize the City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

**ELIASON CORPORATION LAND DONATION:** Mayor Pro Tem Sackley indicated that he wanted the Eliason family recognized, especially Linda Eliason, for the donation of the property adjacent to Bishop's Bog in the City of Portage Park System. He commented that there was an area off of Shaver Road that could be used for parking in the future and offered the idea that this could be an area where a disc golf course could be set up. Discussion followed. Motion by Sackley, seconded by Reid, to accept the donation of 123 acres of land as a preservation area from Mrs. Linda Eliason, in memoriam, subject to finalization of the donation, memorial, land appraisal, title documentation and a Phase I Environmental Assessment. Upon a roll call vote, motion carried 7 to 0.

\* **LOCAL OFFICERS COMPENSATION COMMISSION REPORT:** Motion by Urban, seconded by Reid, to receive the communication from the Local Officers Compensation Commission. 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 Regular City Council Meeting of June 14, 2011, to discuss a personnel matter. Upon a roll call vote, motion carried 7 to 0.

**PARK BOARD CHAIR MIKE ZAJAC, GET ACTIVE PORTAGE!:** City Council received the communication from Park Board Chair Mike Zajac concerning *Get Active Portage!*

\* **MINUTES OF BOARDS AND COMMISSIONS:** City Council received the minutes of the following Boards and Commissions:  
Portage Public Schools Board of Education Special of April 14 and Special and Regular of April 18, 2011.  
Portage Youth Advisory Committee of April 11 and May 16, 2011.  
Portage Park Board of May 4, 2011.  
Portage Historic District Commission of May 4 and May 11, 2011.  
Portage Planning Commission of May 5 and May 19, 2011.  
Portage Environmental Board of May 10, 2011.  
Portage Local Officers Compensation Commission Draft of June 7, 2011.

## **BID TABULATIONS:**

\* **BID RECOMMENDATION – PARK FACILITY CLEANING MAINTENANCE:** Motion by Urban, seconded by Reid, to approve the low bid from Too Clean, Incorporated, for cleaning maintenance of park facilities for the period July 1, 2011 through June 30, 2012 in the amount of \$21,630, 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.

**RECESS:** 7:58 p.m.

**RECONVENE:** 9:04 p.m.

**NEW BUSINESS:**

**CONTRACT RENEWAL OF CITY MANAGER MAURICE EVANS:** Upon return from closed session where City Council performed an employment evaluation of City Manager Maurice Evans, Mayor Strazdas explained that there were three members of the City Council on the City Manager Evaluation Committee: Mayor Pro Tem Sackley, Councilmember Urban and Councilmember Reid. He explained that each Councilmember evaluated Mr. Evans, found that he exceeds expectations and provided feedback regarding his work performance. He called on each City Manager Evaluation Committee Member for discussion and for each Councilmember to comment on Mr. Evans. Discussion followed regarding the decrease in revenues from all sources; no increase in pay for Mr. Evans and city employees for the last three years, and the ability of staff to still do a fine job with good customer service and professionalism; City Manager's public recognition of staff; City of Portage use of best practices; and the leadership qualities exhibited by Mr. Evans every day.

Mr. Evans responded that he enjoys working with all of you (City Council, City Attorney and City Staff). He commented on their great leadership during the Council retreat process that results in the City Goals and Objectives each year and, even though these are challenging times, the City of Portage is "ahead of the curve." Discussion followed.

Motion by Sackley, seconded by Reid, that City Council accept the recommendation of the City Council City Manager Evaluation Committee to approve the contract for the City Manager as circulated and to authorize signature in accordance with the Portage City Charter. Upon a roll call vote, motion carried 7 to 0.

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER:** Councilmember Bailes expressed his appreciation to the VFW of the Memorial Day Parade and found it very enjoyable.

Councilmember Reid recognized city staff for their efforts at her wedding reception at the Hayloft Theater. She also commented on the budget proceedings of the last meeting and recognized Councilmember Randall's concern for Portage citizens who have income loss; however, she concurred with the rest of City Council on the importance of maintaining a 13% Fund Balance for emergencies. She then announced that citizens who have difficulty meeting financial obligations may go to the Salvation Army for help with financial literacy and because the Salvation Army can point those citizens to the best agency to assist them such as the Human Services Board or the Community Action Board.

City Manager Maurice Evans thanked City Council for approving his employment contract.

Mayor Pro Tem Sackley thanked the Eliason family for the land donation under Item F.7, again, described the property in detail and said Portage is fortunate to have Bishop's Bog as a jewel in the City Parks System.

Mayor Strazdas said he had just returned from a volunteer effort in Washington, D.C., and indicated that Washington, D.C. had nothing on Portage, Michigan, and that it was great to be back. He noted some recent examples of local improvements: the Air Zoo expansion, Trade Center Way road improvements, the beam installation for the bridge over South Westnedge Avenue, the 123 acres donated to the Parks System by Eliason Corporation, the recently announced countywide learning network for youth, and the 4<sup>th</sup> of July fireworks in Portage paid for by local businesses and donations.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 9:43 p.m.

James R. Hudson, City Clerk

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\*Indicates items included on the Consent Agenda.

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** June 20, 2011

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

A handwritten signature in black ink, appearing to be 'ME', enclosed in a hand-drawn oval.

**SUBJECT:** Accounts Payable Register

**ACTION RECOMMENDED:** That City Council approve the Accounts Payable Register of June 28, 2011 as presented.

Attached please find the Accounts Payable Register for the period June 5, 2011 through June 19, 2011, which is recommended for approval.

c: Daniel S. Foecking, Finance Director

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	BANK CODE	CHECK AMOUNT
06/10/2011	276456	A-1 AUTO BODY SHOP, INC.	97		642.85
06/10/2011	276457	A-1 SIGNS	2873		7,099.00
06/10/2011	276458	ABONMARCHE CONSULTANTS, INC	597		1,877.00
06/10/2011	276459	ACE PARKING LOT STRIPING, INC.	459		300.00
06/10/2011	276460	AIR GAS GREAT LAKES	977		308.46
06/10/2011	276461	ALLEGRA PRINT & IMAGING	533		240.66
06/10/2011	276462	ANALYTICAL TESTING & CONSULTIN	2136		500.00
06/10/2011	276463	ANY CUTTING & WELDING	3347		3,446.00
06/10/2011	276464	APPLIED INDUSTRIAL TECHNOLOGIE	1944		1,458.29
06/10/2011	276465	ARMENIS, MARY	999999		65.00
06/10/2011	276466	ARTWEAR APPAREL GRAPHICS, INC.	3804		357.50
06/10/2011	276467	AUMACK, MICHAEL	670		258.50
06/10/2011	276468	AUSTIN, MARTHA	999999		65.00
06/10/2011	276469	AUTOMATIC DATA PROCESSING	3305		902.46
06/10/2011	276470	BAILEY EXCAVATING	999999		95.00
06/10/2011	276471	BC SOUND, LLC.	4421		175.00
06/10/2011	276472	BRAN, FRED E & BLODGETT, TERRY	999999		1,385.00
06/10/2011	276473	BESCO WATER TREATMENT, INC.	3339		54.00
06/10/2011	276474	BEST WAY DISPOSAL, INC.	142		255.00
06/10/2011	276475	BOAL, MARILYN	999999		65.00
06/10/2011	276476	BOOTH NEWSPAPERS INC	89		1,396.22
06/10/2011	276477	BOOTH NEWSPAPERS INC	89		171.48
06/10/2011	276478	BORGESS AMBULATORY CARE CORP.	1545		870.00
06/10/2011	276479	BORGESS CORPFIIT	4125		750.00
06/10/2011	276480	BOUMA-BETTEN CONSTRUCTION INC.	1043		156.00
06/10/2011	276481	BOUNCELAND, LLC	4589		846.00
06/10/2011	276482	BRADY, HELEN	999999		65.00
06/10/2011	276483	BULL PUBLISHING CO.	3142		549.20
06/10/2011	276484	C D W GOVERNMENT, INC.	2690		613.41
06/10/2011	276485	C M P DISTRIBUTORS, INC.	3556		523.00
06/10/2011	276486	Christine Broberg	999999		50.00
06/10/2011	276487	CANNON ENGINEERING & EQUIPMENT	1177		674.75
06/10/2011	276488	CHARTER COMMUNICATIONS	3080		11.40
06/10/2011	276489	CINTAS CORP.	2206		19.14
06/10/2011	276490	CITY OF KALAMAZOO TREASURER	540		48.07
06/10/2011	276491	CITY OF PORTAGE	177		894.52
06/10/2011	276492	COCA COLA BOTTLING CO. OF MICH	1962		750.80
06/10/2011	276493	CONSUMERS ENERGY-BILL PMT CNT	189		4,232.02
06/10/2011	276494	CONTROLLED F.O.R.C.E.	999999		870.00
06/10/2011	276495	COSTAR REALTY INFORMATION, INC	4620		282.00
06/10/2011	276496	CROSSROADS EXPERT AUTO SERVICE	4109		1,686.23
06/10/2011	276497	JOHN DEERE LANDSCAPES, INC.	4450		493.06
06/10/2011	276498	DEWING, WILLIAM	999999		706.67
06/10/2011	276499	DRENTH, JACOB	4542		188.00
06/10/2011	276500	DRIESENGA & ASSOCIATES, INC.	3277		6,056.00
06/10/2011	276501	EMERGENCY VEHICLE PRODUCTS	2948		13,414.06
06/10/2011	276502	EVANS, MAURICE S.	532		600.00
06/10/2011	276503	FERRELIGAS, LP	384		120.00
06/10/2011	276504	FIRST AMERICAN TITLE CO.	386		100.00
06/10/2011	276505	FLETCHER ENTERPRISES	1399		1,846.00
06/10/2011	276506	FLETCHER, KATHERINE	999999		110.00

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 CHECK NUMBER VENDOR NAME VENDOR # BANK CODE \*ALL\*  
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 CHECK AMOUNT  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	BANK CODE	CHECK AMOUNT
06/10/2011	276507	FREHAUF, JUDY	999999		100.00
06/10/2011	276508	GALLOWAY, CATHY	999999		100.00
06/10/2011	276509	GORDON FOOD SERVICE	502		473.98
06/10/2011	276510	GRAHAM FORESTRY SERVICE, INC.	464		720.00
06/10/2011	276511	GWILLIAMS, PAM	532		634.93
06/10/2011	276512	HAVENS, ELAINE	999999		65.00
06/10/2011	276513	HERRICK, JAN	999999		92.00
06/10/2011	276514	HESS, DERECK	999999		285.00
06/10/2011	276515	HINKLEY, KATHERINE	999999		33.39
06/10/2011	276516	HOADLEY, LEO	4228		45.00
06/10/2011	276517	HOME DEPOT	691		977.03
06/10/2011	276518	HOOGSTRATEN BUILDERS INC	999999		575.00
06/10/2011	276519	HURLEY & STEWART, LLC	2905		4,227.18
06/10/2011	276520	IRVOLINA, SUSAN	2074		105.00
06/10/2011	276521	INDIANA WIPING CLOTH, INC.	61		136.45
06/10/2011	276522	INT'L ASSOC CHIEFS OF POLICE	650		120.00
06/10/2011	276523	INT'L PERSONNEL MGMT ASSOC	1048		133.02
06/10/2011	276524	INTERSECT TECHNOLOGIES	379		2,001.00
06/10/2011	276525	IRISH AYRES ENTERPRISES, LLC	4143		4,508.70
06/10/2011	276526	J-AD GRAPHICS, INC	4444		1,026.00
06/10/2011	276527	Katie vanlonkhuyzen	999999		35.20
06/10/2011	276528	KALAMAZOO CITY TREASURER	80		709.50
06/10/2011	276529	KALAMAZOO COUNTY TREASURER	514		557.50
06/10/2011	276530	KALAMAZOO LANDSCAPE SUPPLIES	90		188.50
06/10/2011	276531	KALAMAZOO NATURE CENTER, INC.	92		400.00
06/10/2011	276532	KAR LABORATORIES	1899		1,725.00
06/10/2011	276533	KELLER PEST CONTROL	999999		195.00
06/10/2011	276534	KLOSTERMAN DISTRIBUTING	3805		858.12
06/10/2011	276535	KOPEC, CASEY	4409		44.00
06/10/2011	276536	KUEPFER, THEO	999999		100.00
06/10/2011	276537	KZOO TIRE COMPANY	564		30.00
06/10/2011	276538	LARSON, JANET	532		54.00
06/10/2011	276539	LAWSON PRODUCTS, INC	240		806.84
06/10/2011	276540	LOCEY SWIM POOL CO.	243		21.80
06/10/2011	276541	LOWASON, CRAIG	4691		141.00
06/10/2011	276542	LORMAN EDUCATION SERVICES	4181		408.00
06/10/2011	276543	LOUCKS, JANET	999999		65.00
06/10/2011	276544	MACNOW ASSOCIATES	2189		1,672.15
06/10/2011	276545	MAIN STREET ASSOCIATES	999999		440.00
06/10/2011	276546	MAYHEW, BRYAN	532		71.80
06/10/2011	276547	MENARDS, INC	258		290.51
06/10/2011	276548	MICHIGAN STATE POLICE	999999		300.00
06/10/2011	276549	MILLER, CANFIELD, PADDOCK & ST	528		195.00
06/10/2011	276550	MJV BUILDING SERVICES, INC.	4651		127.20
06/10/2011	276551	MODERN TILE & CARPET, INC.	280		1,567.83
06/10/2011	276552	MORDAS, DON	4003		94.00
06/10/2011	276553	NELSON'S HARDWARE	1566		880.02
06/10/2011	276554	NEW FRESH CLEANING SERVICE	4351		5,249.00
06/10/2011	276555	A NEW LEAF	635		85.00
06/10/2011	276556	NEW WORLD SYSTEMS	1154		1,000.00
06/10/2011	276559	NEXTEL	1709		3,289.57

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/10/2011	276560	NORTH AMERICAN SALT CO.	996	63,484.79
06/10/2011	276561	NSA NORTH LLC	999999	140.00
06/10/2011	276562	NYE UNIFORMS	299	2,045.97
06/10/2011	276563	OAKEY, BRIAN	999999	84.86
06/10/2011	276565	OFFICE DEPOT, INC.	1721	944.02
06/10/2011	276566	OFFICEMAX INCORPORATED	301	315.50
06/10/2011	276567	ONE WAY PRODUCTS	440	113.79
06/10/2011	276568	OSWALT, BECKIE	999999	100.00
06/10/2011	276569	P C MALL GOV. INC.	3945	10,905.98
06/10/2011	276570	PARIS CLEANERS	1794	882.35
06/10/2011	276571	PATESEL, TERRY	4455	214.00
06/10/2011	276572	PETTY CASH-CITY MANAGER	805	210.82
06/10/2011	276573	PETTY CASH-PARKS	536	541.30
06/10/2011	276574	POLDERMAN'S FLOWER SHOP	4157	40.95
06/10/2011	276575	PORTAGE FIRST UNITED METHODIST	999999	70.00
06/10/2011	276576	PORTAGE TYPEWRITER SALES	889	125.00
06/10/2011	276577	PRO-FLEET	3209	4,895.00
06/10/2011	276578	PROFESSIONAL LAKE MANAGEMENT	461	228.48
06/10/2011	276579	PRUDENTIAL NURSERY	937	2,400.00
06/10/2011	276580	RATHCO SAFETY SUPPLY, INC.	327	1,958.48
06/10/2011	276581	RELIABLE MANAGEMENT SYSTEMS, I	4354	331.00
06/10/2011	276582	REPUBLIC WASTE SERVICES OF W M	4443	36,072.51
06/10/2011	276583	RIGHT-WAY RENTAL, INC.	337	70.00
06/10/2011	276584	ROMENCE GARDENS, INC	343	75.58
06/10/2011	276585	ROTO-ROOTER SEWER & DRAIN SERV	345	132.00
06/10/2011	276586	SCARE, SCOTT	4692	47.00
06/10/2011	276587	SCHIPPERS, ANGIE	999999	65.00
06/10/2011	276588	SCHIPPERS, JAMIE	999999	150.00
06/10/2011	276589	ROD SCOTT	2625	2,400.00
06/10/2011	276590	SELLES, HELEN	999999	65.00
06/10/2011	276591	SHORELINE TOURS & TRAVEL	1727	43,855.70
06/10/2011	276592	SPARTH, ANN	999999	487.00
06/10/2011	276593	STAP BROS LAWN & LANDSCAPE, INC	366	4,548.67
06/10/2011	276594	STATE OF MICHIGAN	999999	50.00
06/10/2011	276595	STATE SYSTEMS RADIO, INC	369	1,527.00
06/10/2011	276596	STRYKER CORP	999999	350.00
06/10/2011	276597	NATHAN STUBBLEFIELD	4689	120.00
06/10/2011	276598	SUTTER, CAROLYN	999999	65.00
06/10/2011	276599	SUZANNE'S SENSIBLE SOLUTIONS	4673	50.00
06/10/2011	276600	SWANK MOTION PICTURES, INC.	2694	296.00
06/10/2011	276601	SWENSON, HULDA	999999	65.00
06/10/2011	276602	T-MOBILE USA INC	3665	29.99
06/10/2011	276603	TAYLOR, JEFF	4436	211.50
06/10/2011	276604	THE WALL STREET JOURNAL	999999	119.88
06/10/2011	276605	THINGS TA DO, INC.	4201	125.00
06/10/2011	276606	THOMPSON PUBLISHING GROUP	385	263.99
06/10/2011	276607	JOHANNA THOMPSON	4682	711.50
06/10/2011	276608	TIGER DIRECT, INC.	4272	122.53
06/10/2011	276609	TRACTOR SUPPLY CORP.	2817	275.92
06/10/2011	276610	TRIANGLE EXCAVATORS, INC	999999	895.00
06/10/2011	276611	UNITED PARCEL SERVICE	545	59.14

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	BANK CODE	CHECK AMOUNT
06/10/2011	276612	UNITED PARTY & EVENT SERVICES	2177		70.00
06/10/2011	276613	UNIVERSAL TOOL INC.	2610		315.00
06/10/2011	276614	VANDER VEEN, DONALD	4230		138.00
06/10/2011	276615	VANDEBILIT, JOHN	668		282.00
06/10/2011	276616	VANDERVEEN, BONCILLE	999999		65.00
06/10/2011	276617	VANDERVEEN, BONCILLE	999999		39.06
06/10/2011	276618	VANGUARD FIRE & SUPPLY CO., IN	3996		55.50
06/10/2011	276619	VARDA COMPANY	4187		22.17
06/10/2011	276620	WASTE MANAGEMENT	1775		129,118.00
06/10/2011	276621	WEDEL'S INC.	410		39.99
06/10/2011	276622	WELLS, ERIC	999999		5.00
06/10/2011	276623	WESTCOFF, JOANN	999999		65.00
06/10/2011	276624	WINDEMULLER ELECTRIC, INC.	3061		2,600.00
06/10/2011	276625	WINGFOOT COMMERCIAL TIRE	2613		1,630.53
06/10/2011	276626	WNUK, JACKIE	999999		12.00
06/10/2011	276627	DAN WOOD COMPANY	2019		863.41
06/10/2011	276628	XEROX CORPORATION	2684		1,535.47
06/16/2011	276629	PETTY CASH-POLICE DEPT.	890		383.48
06/16/2011	276630	T D S METROCOM, LLC	4539		2,842.50
06/16/2011	276631	TOY BOX STORAGE	3208		1,052.64

DATE RANGE TOTAL \* 421,075.92 \*

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH CODE	BANK CODE
287		ALRO STEEL CORPORATION	06/10/2011	69.38	072000320000001	0000001	00
288		ANDRUS TRAVEL, GAIL	06/10/2011	4,001.00	072000320000002	0000001	00
289		ANIMAL REMOVAL SERVICE, LLC	06/10/2011	1,275.00	072000320000003	0000001	00
290		BEEBE, RON	06/10/2011	188.00	072000320000004	0000001	00
291		BEVERIN, TYLER	06/10/2011	126.00	072000320000005	0000001	00
292		BRENNER OIL CO.	06/10/2011	28,033.48	072000320000006	0000001	00
293		CONTINENTAL LINEN SUPPLY CO.	06/10/2011	20.73	072000320000007	0000001	00
294		G T S I CORP	06/10/2011	1,560.86	072000320000008	0000001	00
295		INDUSCO SUPPLY CO., INC.	06/10/2011	54.38	072000320000009	0000001	00
296		KEHOE, EDWARD J	06/10/2011	480.00	072000320000010	0000001	00
297		KNAPP ENERGY, INC.	06/10/2011	9,915.00	072000320000011	0000001	00
298		MEDEMA, TIMOTHY	06/10/2011	143.50	072000320000012	0000001	00
299		PACIFIC TELEMGMT SERVS, JAROTH INC	06/10/2011	303.00	072000320000013	0000001	00
300		PARKER, ROBERT	06/10/2011	47.00	072000320000014	0000001	00
301		PREIN & NEWHOF	06/10/2011	950.00	072000320000015	0000001	00
302		RESIDENTIAL PLUMBING SERVICES, INC	06/10/2011	125.00	072000320000016	0000001	00
303		ROBERTS, CHARLES D	06/10/2011	94.00	072000320000017	0000001	00
304		ROE-COMM, INC.	06/10/2011	69.25	072000320000018	0000001	00
305		SAFETY SERVICES, INCORPORATED	06/10/2011	21.48	072000320000019	0000001	00
306		SARCOM, INC	06/10/2011	914.42	072000320000020	0000001	00
307		SIMMONS, DAN	06/10/2011	120.00	072000320000021	0000001	00
308		THOMPSON, HELENE	06/10/2011	209.00	072000320000022	0000001	00
309		U S SIGNAL COMPANY, LLC	06/10/2011	549.00	072000320000023	0000001	00
310		UNITED WATER NACO LLC	06/10/2011	167,775.40	072000320000024	0000001	00
311		WEST, STEVE	06/10/2011	188.00	072000320000025	0000001	00

GRAND TOTAL:

217,232.88 NO. OF CHECKS:

25

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2011

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



**SUBJECT:** Trade Centre Way Relocation Project #997-R.

**ACTION RECOMMENDED:** That City Council adopt Resolution No. 5 for the Trade Centre Way Relocation Project #997-R, confirming the Special Assessment Roll.

Attached is Special Assessment Resolution No. 5 for the Trade Centre Way Relocation Project #997-R. Previous City Council actions relating to this project include:

- On April 26, 2011, City Council adopted Resolution No. 1 on this project, accepted the City Manager Report dated April 15, 2011, and requested preparation of Resolution No. 2.
- On May 10, 2011, City Council adopted Resolution No. 2 on this project, setting a public hearing of necessity on May 24, 2011.
- On May 24, 2011, City Council adopted Resolution No. 3 on this project, directing the preparation of the Assessment Roll.
- On June 14, 2011, City Council adopted Resolution No. 4, setting a public hearing on the Assessment Roll for June 28, 2011, to consider the adoption of Resolution No. 5 confirming the Special Assessment Roll.

Subsequent to closure of the public hearing regarding the Assessment Roll for the Trade Centre Way Relocation Project, it is recommended that City Council adopt Resolution No. 5 for the Trade Centre Way Resolution Project #997-R, confirming the Special Assessment Roll.

Attachment: Resolution No. 5 for the Trade Centre Way Relocation Project #997-R

CITY OF PORTAGE  
SPECIAL ASSESSMENT RESOLUTION NO. 5  
Trade Centre Way Relocation Project – District #997-R

At a regular meeting of the Council for the City of Portage, Kalamazoo County, Michigan, held at the City Hall Building in said City on the \_\_\_ day of \_\_\_\_\_, 2011, at 7:30 o'clock \_\_\_ p.m., Prevailing Local Time.

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

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

The following resolution was offered by:

Councilmember: \_\_\_\_\_, and seconded by:

Councilmember: \_\_\_\_\_

WHEREAS, the City Council of the City of Portage, Kalamazoo County, Michigan, after due and legal notice has reviewed the Special Assessment Roll No. 997-R prepared for the reconstruction of Trade Centre Way from West Fork Crossing to South Westnedge Avenue including the relocations and adjustments.

WHEREAS, the cost of said improvement is \$1,340,000, the share of the Special Assessment District is \$1,340,000, and the share of the City-at-Large is \$0.00.

WHEREAS, The City Council deems said Special Assessment Roll to be fair and equitable, and the assessments recorded therein to be in proportion to the benefits derived or to be derived:

NOW, THEREFORE, BE IT RESOLVED:

1. That the Special Assessment District's share of said improvement, in the amount of \$1,340,000 is hereby confirmed and payment of the same shall be determined at a later date.
2. That said Special Assessment Roll No. 997-R in the amount of \$1,340,000, as prepared, filed and presented to the City Council, may be and the same hereby is confirmed.
3. That said Special Assessment Roll shall be divided into twenty (20) principal and interest installments and two (2) interest only installments.

The first installment on principal to be due August 1, 2015 to August 31, 2016 inclusive. The remaining 19 installments, with accrued interest thereon, shall be due and payable August 1<sup>st</sup> to August 31<sup>st</sup> each year thereafter and shall be spread upon the city tax roll for the year in which the same becomes due and payable. On September 1, 2011, interest at a rate not to exceed one percent (1%) above the average interest cost on the bonds sold to finance the improvements shall begin on the deferred installments and any unpaid balance of the first installment. Interest only installments are due August 1, 2013 to August 31, 2013 and August 1, 2014 to August 31, 2014.

4. The assessments made in said Special Assessment Roll are hereby ordered and directed to be collected and the City Clerk shall deliver said Special Assessment Roll to the City Treasurer with his warrant attached commanding the Treasurer to collect the assessments therein in accordance with the direction of this resolution with respect thereto, and the treasurer is directed to collect the amounts assessed as the same become due.
5. That the amount appropriated for the Trade Center Way Relocation Project is \$1,340,000.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

YEAS: Councilmember: \_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_

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

RESOLUTION DECLARED ADOPTED:

\_\_\_\_\_  
JAMES R. HUDSON, CITY CLERK

APPROVED AS TO FORM  
DATE 6/24/11  
Ken  
CITY ATTORNEY

STATE OF MICHIGAN        )  
  ): SS  
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the \_\_\_ day of \_\_\_\_\_, 2011, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
JAMES R. HUDSON, CITY CLERK

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 20, 2011

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



**SUBJECT:** 2011 Amended Tax Increment Finance Plan/2011 Development Plan

**ACTION RECOMMENDED:** That City Council:

- a. consider approval of the ordinance amendment to approve the 2011 Amended Development Plan and the 2011 Amended Tax Increment Financing Plan for the development area within the Downtown Development Authority District;
- b. consider approval of the City of Portage Bond Resolution for Special Assessment Bonds, Series 2011, in the not to exceed amount of \$1,340,000;
- c. consider approval of the Resolution Approving Undertaking to Provide Continuing Disclosure by the City of Portage for the Special Assessment Bonds, Series 2011; and
- d. authorize the Mayor and City Clerk to execute the documents related to this action on behalf of the city.

At the April 26, 2011 City Council meeting, an economic initiative was introduced to facilitate economic expansion in the City of Portage Downtown Development Authority (DDA) along Trade Centre Way, north of I-94 and west of South Westnedge Avenue. Principal property owners in the DDA are planning to invest in new projects that include an upscale motel, another multi-story office building, as well as future development projects, with an anticipated market value of more than \$12 million and several hundred new jobs.

While the previous programs of public improvements in the DDA intended to foster private sector investment have been very successful, the City Administration has recommended and City Council has taken action to again promote development using the DDA. As explained in the 2011 Amended Plan, the \$1.34 million public improvements recommended in this project are:

- Vacant land will be purchased as right-of-way for the purpose of constructing a relocated Trade Centre Way – West Fork Crossing intersection to improve access to The Trade Centre area from South Westnedge Avenue. Properties will be transferred to accommodate public street, utility and storm drainage facilities between private property owners, with the State of Michigan and the City of Portage.
- Construction of public street, utility, storm water drainage, street lighting, landscaping and related improvements at South Westnedge Avenue and Trade Centre Way, along Trade Centre Way and along the south 500 feet of West Fork Crossing.

The Michigan Downtown Development Authority Act specifies the requirements that must be fulfilled to utilize this financing method. The Act requires that City Council receive the 2011 Amended Plan, notify affected parties including local units of government and schedule a public hearing on the amended plan subsequent to approval by the DDA Board of Directors. This approval was accomplished by the Board of Directors at the April 13, 2011 DDA meeting. The City Council convened a public

hearing on the amended plan on May 24, 2011. Copies of the DDA Board action, recommendation, 2011 Amended Plan and related documents have been provided to the Council.

As part of the financing framework for this \$1.34 million DDA program of public improvements, the City Council initiated the special assessment process in response to a petition received from the owners of property in the DDA at the April 26, 2011 City Council meeting. Subsequent actions including a public hearing regarding the Trade Centre Way Relocation Project #997-R, with final action to confirm the special assessment roll, and Item L.1 the award of a construction contract, are scheduled to occur at the June 28, 2011 City Council meeting. These agenda items, if approved as recommended, will allow implementation of this economic initiative.

Attorney John Axe, Bond Counsel for the city, has assisted in the DDA process and provided the accompanying ordinance and various bond resolutions and related documents for City Council consideration. The City Attorney has also assisted in the preparation of the special assessment resolutions that have been provided to City Council.

Final action on this economic initiative is scheduled to occur over the next several weeks. The DDA Board of Directors is scheduled to meet on June 29, 2011 to consider adoption of resolutions to implement the 2011 Amended Plan and approve the Phase III Development Agreement between the City of Portage and the principal property owners, Trade Centre Holdings, LLC and H&G 2, LLC. City Council will subsequently consider similar resolutions to implement the amended plan, approve the Phase III Development Agreement, approve and award the special assessment bonds and approve related matters to successfully complete this initiative.

The anticipated new private development in the DDA will benefit the City of Portage and other partnering local taxing units in terms of tax base and employment growth. Also, the additional Trade Centre projects are expected to generate additional growth and development of other properties within the DDA, further strengthening the tax base of the community and improving this significant business area. It is recommended that City Council approve the ordinance regarding the 2011 Amended Plan, the bond resolutions and authorize the Mayor and City Clerk to execute the documents on behalf of the city.

Attachments: Ordinance to approve the 2011 Amended Plan (Final Adoption)  
City of Portage Bond Resolution for Special Assessment Bonds, Series 2011  
Resolution Approving Undertaking to Provide Continuing Disclosure by the City of Portage for  
Special Assessment Bonds, Series 2011

CITY OF PORTAGE

At a \_\_\_\_\_ meeting of the City Council of the City of Portage, County of Kalamazoo, held in the Portage City Hall, in Portage, Michigan, on April 26, 2011 at \_\_:\_\_ .m. Eastern Daylight Savings Time, there were:

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

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

The following ordinance was introduced by \_\_\_\_\_ and was seconded by \_\_\_\_\_:

**AN ORDINANCE TO APPROVE A 2011 AMENDED DEVELOPMENT PLAN AND A 2011 AMENDED TAX INCREMENT FINANCING PLAN FOR DEVELOPMENT AREA WITHIN DOWNTOWN DISTRICT OF THE CITY OF PORTAGE**

WHEREAS, a 2011 Amended Development Plan and a 2011 Amended Tax Increment Financing Plan for the proposed development area within the downtown district established pursuant to Act No. 197 of the Public Acts of 1975, as amended, has been prepared by the Downtown Development Authority of the City of Portage and submitted to the City Council, a copy thereof is on file with the City Clerk, and

WHEREAS, a public hearing thereon was held before the City Council, on May 24, 2011, at 7:30 p.m. in the Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan, with notice thereof given in accordance with Section 18 of said Act No. 197, and

WHEREAS, the City Council now determines that the 2011 Amended Development Plan and the 2011 Amended Tax Increment Financing Plan constitutes a public purpose, and

WHEREAS, after careful consideration of the 2011 Amended Development Plan and the 2011 Amended Tax Increment Financing Plan it appears to the City Council that:

(a) The 2011 Amended Tax Increment Financing Plan meets the requirements set forth in Sections 14 and 15 of said Act 197;

(b) The 2011 Amended Development Plan meets the requirements set forth in Section 17(2) of said Act No. 197;

(c) The proposed method of financing the development is feasible and the authority has the ability to arrange the financing;

(d) The development is reasonable and necessary to carry out the purposes of said Act No. 197;

(e) The 2011 Amended Development Plan is in reasonable accord with the master plan of the City;

(f) Public services, such as fire and police protection and utilities, are or will be adequate to service the project area;

(g) Changes in streets, street levels, intersections and utilities are reasonably necessary for the project and for the City;

NOW, THEREFORE, the City of Portage Ordains:

Section 1. 2011 Amended Development Plan and 2011 Amended Tax Increment Financing Plan Approved. The 2011 Amended Development Plan and 2011 Amended Tax Increment Financing Plan for the development area within the downtown district established pursuant to Act No. 197 of the Public Acts of 1975, as amended, as prepared by the Downtown Development Authority of the City of Portage and submitted to the City Council (a copy of which is on file with the City Clerk), are hereby approved by the City Council.

Section 2. This Ordinance shall be published once after its adoption in full in the Kalamazoo Gazette, a newspaper of general circulation in the City and the City Clerk shall file a certified copy of the Ordinance with the Michigan Secretary of State promptly after its adoption.

Section 3. This Ordinance shall take effect immediately on the date of publication.

INTRODUCED: April 26, 2011  
ADOPTED: \_\_\_\_\_, 2011  
EFFECTIVE: \_\_\_\_\_, 2011  
PUBLISHED: \_\_\_\_\_, 2011

**CERTIFICATION**

The foregoing ordinance is hereby certified to be the authentic record of the ordinance which was duly introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_ at the City Council of the City of Portage on the 26th day of April, 2011;

\_\_\_\_\_  
Peter J Strazdas  
Mayor

\_\_\_\_\_  
James R. Hudson  
Clerk

las.r7-por188

CITY OF PORTAGE

At a \_\_\_\_\_ meeting of the City Council of the City of Portage held at 7900 South Westnedge Ave., Portage, Michigan, 49002 on \_\_\_\_\_, 2011 at \_\_:\_\_ .m. Eastern Daylight Savings Time, there were:

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

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

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

**BOND RESOLUTION**  
**Special Assessment Bonds, Series 2011**

WHEREAS, the necessary proceedings have been taken by this City Council of the City of Portage (the "City") for the installation of certain improvements in the special assessment district described hereafter, which proceedings provide for the payment of the cost of the improvements in an amount not to exceed \$1,340,000 by special assessments against lands in the special assessment district as indicated below and as further described in APPENDIX A (the "Project") and at the estimated costs in APPENDIX A, as duly confirmed by the City Council; and

WHEREAS, it will be necessary to allocate such amount to retire a bond issue as set forth below:

<u>DISTRICT AND TYPE</u>	<u>TOTAL COSTS ASSESSED TO DISTRICT</u>	<u>BONDS ALLOCATED TO DISTRICT</u>
997R (Road)	\$1,340,000	\$1,340,000

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

- Approval of Costs. The total cost figures (as set forth below) for the improvements for the special assessment district are confirmed and approved, and the amount of unpaid assessments and payable on and after August 1, 2013 (please see note below) are as shown hereafter:

<u>DISTRICT AND TYPE</u>	<u>TOTAL COSTS ASSESSED TO DISTRICT</u>	<u>UNPAID ASSESSMENTS</u>
997R (road)	\$1,340,000	\$1,340,000

It is hereby determined that the special assessment district's share is in proportion to the benefits to be derived from the improvements. The special assessment district's share shall be spread over the special assessment district.

2. **Special Assessment Details.** The following table sets forth, as to the special assessment district listed therein, (a) the portion of the cost of such improvements (referred to in the preamble hereto) that has been specially assessed against lands in the district; (b) the maximum principal amount of the bonds (as hereinafter defined) allocated to the district; and (c) the dates on which the first installment of such assessment shall become due. Subsequent installments become due on August 1 of each succeeding year, together with interest on the unpaid balance of the assessment at the annual rate that is 1% per annum in excess of the average rate of interest payable on the bonds.

<u>DISTRICT AND TYPE</u>	<u>TOTAL COSTS ASSESSED TO DISTRICT</u>	<u>BONDS ALLOCATED TO DISTRICT</u>	<u>FIRST INSTALLMENT OF ORIGINAL ASSESSMENT PAYABLE ON</u>
997R (road)	\$1,340,000	\$1,340,000	August 1, 2013*

\*Interest only. Principal will be assessed beginning on August 1, 2015.

3. **Issuance of Bonds.** Bonds of the City shall be issued in the aggregate amount of \$1,340,000 to defray all of the cost of various improvements to be made in the district described above. The bonds shall be issued in anticipation of the payment of installments of special assessments which become due and payable on and after August 1, 2013 (please refer to note above). The bonds are hereby allocated to the special assessment portion of such costs, and shall be issued in anticipation of the payment of an equal amount of such installments of the special assessments made to defray the special assessment portion of such costs.

4. **Bond Details.** The bonds shall be known as "City of Portage Special Assessment Bonds, Series 2011" (the "Bonds") and shall be dated July 1, 2011 or such later date not more than twelve calendar months thereafter as the Finance Director of the City (the "Finance Director") shall provide in the Request for Proposal. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Finance Director, regardless of rate and

maturity date. The Bonds shall mature on December 1 in each year as follows:

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>
2015	\$40,000	2022	\$55,000	2029	\$85,000
2016	40,000	2023	60,000	2030	85,000
2017	45,000	2024	60,000	2031	90,000
2018	45,000	2025	65,000	2032	95,000
2019	50,000	2026	70,000	2033	100,000
2020	50,000	2027	75,000	2034	100,000
2021	55,000	2028	75,000		

The Bonds shall be in substantially the form attached as APPENDIX B with such changes, additions or deletions as are not inconsistent with this resolution.

5. **Discount.** The Bonds may be offered for sale at par or at a price of not less than 98% of the face amount thereof, and the Finance Director is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Bonds.

6. **Capitalized Interest.** Up to two years of interest payable on the Bonds may be capitalized and paid from Bond proceeds, subject to and in light of the facts in existence upon the sale of the Bonds. The Finance Director is authorized to determine the amount of capitalized interest prior to delivery of the Bonds.

7. **Interest Payment and Date of Record.** The Bonds shall bear interest payable December 1, 2011 and semiannually thereafter on each June 1 and December 1 until maturity, which interest shall not exceed 8% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Bond as of the applicable date of record, provided, however, that the Finance Director may agree with the bond registrar on a different method of payment. If interest is paid differently, the Bond form attached as APPENDIX B and Request for Proposal form attached as APPENDIX C shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

8. **Redemption Prior to Maturity.** Bonds maturing prior to December 1, 2021 shall not be subject to redemption prior to maturity. Bonds maturing on or after December 1, 2021 shall be subject to redemption prior to maturity at the option of the City, in any order, in whole or in part on any date on or after December 1, 2020. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized

denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a new bond or bonds in the principal amount of the principal portion not redeemed.

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

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

10. **Transfer or Exchange of Bonds.** Any Bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds at any time prior to the applicable date of record preceding an interest payment date upon the surrender of the Bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate

principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged at any time prior to the applicable date of record preceding an interest payment date for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar shall not be required to honor any transfer or exchange of Bonds during the period from the applicable date of record preceding an interest payment date to such interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the City. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

11. **Reduction in Aggregate Amount of Bonds.** In the event proposals received for the construction of the Project shall be less than the estimate after this Bond Resolution has been adopted it shall be determined by the Finance Director of the City after this resolution is adopted that the Project costs shall be less than the estimate, the Finance Director shall reduce the principal amount of the bonds by \$5,000 denominations, one such denomination for each maturity beginning in inverse order of maturity, to the extent required to avoid the issuance of more Bonds than will be required in light of the proposals received, and the Request for Proposal shall be correspondingly altered.

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

13. **Full Faith and Credit.** The principal of and interest on the Bonds shall be payable primarily out of the collection of the special assessments described above and the interest thereon, in anticipation of which the Bonds are to be issued. In addition, the full faith and credit of the City are hereby irrevocably pledged to the prompt payment of the principal of and interest on the Bonds when due. If the foregoing collections shall not be sufficient to pay the principal of and the interest on the Bonds as the same shall become due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. The City's ability to raise such funds is subject to applicable constitutional, statutory and charter limitations on the taxing power of the City.

14. **Estimated Period of Usefulness.** The estimated period of usefulness of the improvements for which the Bonds are to be issued is hereby determined to be not less than 25 years.

15. **Bond Fund.** All accrued interest and premium, if any, received from the purchaser of the Bonds, all amounts (including principal, interest and penalties) received in payment of the special assessments in anticipation of which the Bonds are to be issued shall be placed in a fund to be known as the "City of Portage Special Assessment Bond Fund, Series 2011" (the "Bond Fund"), and so long as the principal of or the interest on any of the Bonds shall remain unpaid, no moneys shall be withdrawn from the Bond Fund except to pay such principal or interest; provided, however, that there may be deposited in the Construction Fund (established pursuant to paragraph 16) for any improvement any amount by which collections upon the special assessment roll for such improvement exceed the amount of Bond principal herein allocated to the special assessment. No special assessment district shall be required to pay the obligation of any other district and nothing herein contained shall be construed to require any district to contribute to the Bond Fund an amount exceeding the amount of Bond principal allocated to the special assessments in such district, including interest, and the books of the City shall be kept so that the amount contributed to the Bond Fund by each district may be determined from time to time.

Moneys in the Bond Fund may be continuously invested and reinvested in any legal investment for City funds, which shall mature, or which shall be subject to redemption by the holder thereof not later than the dates when moneys in the Bond Fund will be required to pay the principal of and interest on the Bonds. Obligations purchased as an investment of moneys of the Bond Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

16. **Construction Fund.** There is hereby established a construction fund (the "Construction Fund") into which all proceeds from the initial sale of the Bonds shall be deposited,

except any accrued interest and premium, if any, on the Bonds received at the delivery thereof by the City from the initial purchaser of the Bonds.

Moneys at any time in the Construction Fund shall be used solely to pay costs of the Project except that upon payment (or provision for payment) in full of the costs of the Project allocated to any district, any excess moneys remaining in such District's sub-account in the Construction Fund shall be transferred to its sub-account in the Bond Fund (if any Bonds are outstanding) or applied as required by law or the charter or ordinances of the City.

Moneys in the Construction Fund may be continuously invested and reinvested in any legal investment for City funds, which shall mature, or which shall be subject to redemption by the holder thereof not later than, the estimated dates when moneys in the Construction Fund will be required to pay costs of the Project. Obligations purchased as an investment of moneys of a sub-account in the Construction Fund shall be deemed at all times to be a part of such sub-account, and the interest accruing thereon and any profit realized from such investment shall be credited to such sub-account.

17. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Mayor and the Clerk of the City may, on behalf of the City, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, or like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed.

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

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

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

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

19. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, provided that such designation shall have no effect if, at the time the Request for Proposal is sent out, the Bonds have been determined to be ineligible to be so designated on the basis of the City's reasonable expectations at the time of such circulation. In such event, the Request for Proposal shall be changed appropriately.

20. Defeasance or Redemption of Bonds. If at any time,

- (a) the whole amount of the principal of and interest on all outstanding Bonds shall be paid, or
- (b) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient

moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this resolution, paid over to the City and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders thereof not more than sixty (60) days and nor less than forty-five (45) days prior to the redemption setting forth (x) the date or dates, if any, designated for the redemption of the Bonds, (y) a description of the moneys or Government Obligations so held by it, and (z) that the City has been released from its obligations under this resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of and premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

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

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

21. **Filing with Municipal Finance Division.** The City Manager is authorized and directed to:

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

22. **Negotiated Sale - Request for Proposal:** The City hereby determines that in order to save the cost of publication of an official Notice of Sale that it will sell the bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Consultant. The City's Financial Consultant is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the purchase of the Bonds. The Request for Proposal shall be in substantially the form attached to this resolution as Exhibit C with such changes therein as are not inconsistent with this resolution and as are approved by the City Finance Director after conferring with Bond Counsel. The Financial Consultant is hereby designated to act for and on behalf of the City to receive proposals for the purchase of the Bonds and to take all other steps necessary in connection with the sale and delivery thereof.

23. **Bond Anticipation Notes:** Prior to the issuance of the Bonds but after expiration of the referendum period, the City may issue its Bond Anticipation Notes (the "Notes") in an amount not to exceed fifty percent (50%) of the entire bond issue in anticipation of the proceeds of the Bonds as authorized by Section 413 of Act 34. The Notes shall also be payable from other revenues of the City.

The City may declare the necessity of issuing the Notes which will be used to pay the costs of the Project falling due prior to the issuance of the Bonds.

The Notes, if necessary, shall be dated July 1, 2011 or on the first day of any month thereafter in 2011 or 2012 as the City Finance Director shall order.

The Notes, if necessary, shall bear interest payable at maturity, semi-annually or at other intervals as the City Finance Director shall order.

The Notes, if necessary, shall mature on or before July 1, 2012. An earlier or later maturity date may be established by order of the City Finance Director.

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

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

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

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

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

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

las.r2-por193

**CITY CLERK'S CERTIFICATE**

The undersigned, being the duly qualified and acting Clerk of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2011, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the City Council in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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

[SEAL]

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**APPENDIX A  
TO  
BOND RESOLUTION**

**Description of Project**

See Exhibit A attached hereto.

**Period of Usefulness of Project**

Not less than 25 years from date of completion.

**Estimated Cost of Project**

Total Project Cost	\$1,340,000.00
<b>TOTAL AMOUNT OF THIS BOND ISSUE</b>	<b><u>\$1,340,000.00</u></b>

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

1. Agreement to Purchase. The City agrees to purchase approximately 8,400 sq. ft. from the Developer to be used for public roadway purposes. Closing on the sale shall occur at a mutually agreeable time but not later than FY2011. At closing Developer agrees to provide City a Special Warranty Deed conveying title to such property, a survey showing the location of such property and an owner's policy of title insurance in the amount of the purchase price of such property.
  
2. Trade Centre Way/West Fork Crossing/South Westnedge Avenue improvements:
  - A. Trade Centre Way will be realigned and improved from South Westnedge Avenue west 900 feet to just west of West Fork Crossing. The realignment will include curb and gutter, storm sewer, utility relocation, boulevards, first class road landscaping, lighting, fencing and related construction.
  
  - B. West Fork Crossing will be realigned and improved to intersect with realigned Trade Centre Way easterly of the existing street intersection. The realignment and improvement will match existing West Fork Crossing street cross section characteristics. Private storm drainage will be relocated to adjacent property.
  
  - C. The Trade Centre Way and West Fork Crossing intersection will be reconstructed incorporating additional right-of-way from the State of Michigan. The intersection improvement will match existing Trade Centre Way and West Fork Crossing cross section characteristics. Excess public street right-of-way not necessary for reconstruction of Trade Centre Way and West Fork Crossing shall be vacated or disposed of by the City. Former State of Michigan right-of-way will be retained by the City for transportation purposes.
  
  - D. A portion of South Westnedge Avenue south of Trade Centre Way will be reconstructed to facilitate left turn-in and right turn-in movements from South Westnedge Avenue to Trade Centre Way and right turn-out movements from Trade Centre Way to South Westnedge Avenue. The improvements will match existing South Westnedge Avenue cross section characteristics.

APPENDIX B

[FORM OF BOND]

UNITED STATES OF AMERICA-STATE OF MICHIGAN-COUNTY OF KALAMAZOO

CITY OF PORTAGE  
SPECIAL ASSESSMENT BOND, SERIES 2011

RATE                      MATURITY DATE                      DATE OF ISSUANCE                      CUSIP

\_\_\_\_\_ 1, \_\_\_\_\_

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the City of Portage (the "City"), County of Kalamazoo, State of Michigan, hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above, unless paid prior thereto as hereinafter provided, to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "Bond") at the principal corporate trust office of \_\_\_\_\_, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this Bond, as shown on the books of the City maintained by the Bond Registrar on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on \_\_\_\_\_ 1, \_\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date or earlier redemption of this Bond. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the City maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), issued by the City for the purpose of defraying a part of the cost of making certain sanitary sewer and road improvements in certain special assessment districts in the City as more fully described in the bond resolution adopted by the City Council of the City (the "Bond Resolution") approving the issuance of the bonds.

This Bond and the bonds of this series are issued in anticipation of the collection of a portion of the special assessments to be levied by the City. In addition, if the

foregoing collection of special assessments is insufficient for any reason to make prompt payment of the principal of and interest on this Bond when due, the City shall make such payments from its general funds. The limited tax full faith and credit of the City is pledged for the payment of the principal of and interest on this Bond and the series of which this Bond is one. The City, however, does not have the power to levy any tax unlimited as to rate or amount for the payment of principal of and interest on this Bond or the bonds of this series in excess of its constitutional, statutory or charter limitations.

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

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

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

This Bond is transferable on the books of the City maintained by the Bond Registrar upon surrender of the bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest and rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond

or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the City, unless otherwise agreed by the City and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the bonds of this series have \_\_\_ been designated as "qualified tax-exempt obligations" for purposes paragraph 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

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

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional, statutory or charter limitation.

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

CITY OF PORTAGE

By: Mayor

[SEAL]

By: Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the series of bonds designated "City of Portage Special Assessment Bonds, Series 2011".

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

By:  
Authorized Representative

**ASSIGNMENT**

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

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

Signature:

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

Signature Guaranteed:

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

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

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

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE  
(Insert number for first named transferee if held by joint account) las.r2-por193

APPENDIX C

[FORM OF REQUEST FOR PROPOSAL]  
REQUEST FOR PROPOSAL

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

CITY OF PORTAGE  
KALAMAZOO COUNTY, MICHIGAN  
CITY OF PORTAGE SPECIAL ASSESSMENT BONDS, SERIES 2011

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

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

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

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

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

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

**BOND DETAILS:** The Bonds will be fully registered bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, not exceeding the aggregate principal amount for each maturity, dated \_\_\_\_\_ 1, \_\_\_\_\_, numbered from 1 upwards and will bear interest from their date of issuance payable on \_\_\_\_\_ 1, \_\_\_\_\_ and semiannually thereafter on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1

until maturity. The Bonds will mature on the first day of \_\_\_\_\_ in each year as follows:

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

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

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

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

**TERM BOND OPTION:** Bonds maturing in the years \_\_\_\_-\_\_\_\_, inclusive, are eligible for designation by the original purchaser at the time of sale as Serial Bonds or Term Bonds, or both. There may be more than one Term Bond maturity. However, principal maturities designated as Term Bonds shall be subject

to mandatory redemption, in part, by lot, at par and accrued interest on \_\_\_\_\_ 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of Term Bonds and Serial Bonds must carry the same interest rate. Any such designation must be made at the time the proposals are submitted.

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

**BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:**

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

**PURPOSE AND SECURITY:** The Bonds are to be issued in anticipation of, and are payable primarily from, the collection of special assessments for each year through the fiscal year ending \_\_\_\_\_. Such taxes shall be sufficient to promptly pay the principal of and interest on the Bonds. The Bonds are to be a general obligation of the City, secured by a pledge of its full faith and credit for the payment of the principal of and the interest on the Bonds, which shall include the City's limited tax obligation within applicable constitutional, statutory and charter limits. In the event and to the extent that moneys required to pay such principal and interest are not available to the City from the funds from which such principal and interest

are payable in the first instance, the City will promptly advance from its general funds sufficient moneys to pay the principal of and interest on the Bonds. The City does not have the power to levy taxes unlimited as to the rate or amount for the payment of the principal of or interest on the Bonds.

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

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

**AWARD OF THE BONDS - TRUE INTEREST COST:** The Bonds will be awarded to the proposer whose proposal produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on \_\_\_\_\_ 1, \_\_\_\_\_ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_ 1, \_\_\_\_\_ in an amount equal to the price proposed, excluding accrued interest. \_\_\_\_\_, \_\_\_\_\_ is the anticipated date of delivery of the Bonds.

**LEGAL OPINION:** Proposals shall be conditioned upon the approving opinion of Axe & Ecklund, P.C., Grosse Pointe Farms, Michigan (the "Bond Counsel"), a copy of which will be printed on the reverse side of each bond and the original of which will

be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for its services in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

**TAX MATTERS:** In the opinion of Bond counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except estate taxes, gross receipts taxes and taxes on gains realized from the sale, payment or other disposition thereof.

THE BONDS HAVE \_\_\_\_\_ BEEN DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" WITHIN THE MEANING OF SECTION 265 (b)(3) OF THE INTERNAL REVENUE CODE OF 1986.

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

**DELIVERY OF BONDS:** The City will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting

the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale or the first business day thereafter if the 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the City shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser of the Bonds furnishes the Bond Registrar with a list of names and denominations in which it wishes to have the Bonds issued at least ten (10) business days before delivery of the Bonds, the Bonds will be delivered in the form of one bond for each maturity, registered in the name of the purchaser. **Notwithstanding the foregoing, the successful proposer will be required to pay for and accept delivery of the Bonds on**

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

**OFFICIAL STATEMENT:**

**Hard Copy**

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

**Internet**

In addition, the City has authorized the preparation and distribution of a Nearly Final Official Statement containing information relating to the Bonds via the Internet. The Nearly

Final Official Statement can be viewed and downloaded at [www.i-dealprospectus.com/PDF.asp?doc=](http://www.i-dealprospectus.com/PDF.asp?doc=) or at [www.tm3.com](http://www.tm3.com).

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

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

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of, or to pay for, the Bonds. All expenses for printing CUSIP numbers on the Bonds will be paid by the City, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid for by the purchaser.

**ADDITIONAL INFORMATION:** Further information may be obtained from the undersigned at the address specified above or from Meredith A. Shanle, Municipal Financial Consultants Incorporated, 21 Kercheval Avenue, Suite 360, Grosse Pointe Farms, Michigan 48236, telephone (313) 884-9824.

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

**ENVELOPES:** Envelopes containing the proposals should be plainly marked "Proposal for City of Portage Special Assessment Bonds, Series 2011".

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

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**CITY OF PORTAGE**

At a \_\_\_\_\_ meeting of the City Council of the City of Portage held at 7900 South Westnedge Ave., Portage, Michigan, 49002 on \_\_\_\_\_, 2011 at \_\_:\_\_\_ .m. Eastern Daylight Savings Time, there were:

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

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

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

**RESOLUTION APPROVING THE UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE BY THE CITY OF PORTAGE FOR THE SPECIAL ASSESSMENT BONDS, SERIES 2011**

WHEREAS, the City of Portage (the "City") by resolution of its Council has approved the issuance of the City of Portage Special Assessment Bonds, Series 2011 in the principal amount of not to exceed \$1,340,000 (the "Bonds"); and

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

The undersigned, being the duly qualified and acting Clerk of the City of Portage, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Council of the City of Portage at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2011, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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

SEAL

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**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** June 20, 2011

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



**SUBJECT:** FY 2011-12 Community Development Block Grant and General Fund Contracts

**ACTION RECOMMENDED:** That City Council approve the Fiscal Year 2011-12 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 2011-12 contain conditions for use of federal CDBG and city funds, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2011-12 City Budget, these six contracts, include:

<u>Fund</u>	<u>Agency</u>	<u>Amount</u>
General	Catholic Family Services - the ARK	\$9,109
General	Housing Resources, Incorporated	\$19,504
General	YWCA	\$9,405
General	Portage Community Center	\$79,109
CDBG	Portage Community Center	\$43,294
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 six 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 2011-12**

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, 2011** and shall terminate on **June 30, 2012** 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 6, 2012 and July 15, 2012.

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 6 and July 15) equal to one-half of the General Fund appropriation of **Nine Thousand One Hundred Nine Dollars (\$9,109.00)**. 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 6/14/11  
[Signature]  
CITY ATTORNEY

APPROVED AS TO FORM  
DATE: \_\_\_\_\_

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
HOUSING RESOURCES, INC.  
FY 2011-12**

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, 2011** and shall terminate on **June 30, 2012** 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 of 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 6, 2012 and July 15, 2012.
- 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 6 and July 15) equal to one-half of the General Fund appropriation of **Nineteen Thousand Five Hundred Four Dollars (\$19,504.00)**. 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:**

Ellen Kisinger-Rothi, Executive Director

**DATE:**

**BY:**

Sabrina Pritchett-Evans, President, 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 6/14/09  
[Signature]  
**CITY ATTORNEY**

APPROVED AS TO FORM  
DATE: \_\_\_\_\_

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
YWCA OF KALAMAZOO, MICHIGAN  
FY 2011-12**

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, 2011** and shall terminate on **June 30, 2012** 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 - \$6,115: 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 - \$1,975: 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 - \$1,315: 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 of 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 6, 2012 and July 15, 2012.

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 6 and July 15) equal to one-half of the General Fund appropriation of **Nine Thousand Four Hundred Five Dollars (\$9,405.00)**. 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: \_\_\_\_\_

APPROVED AS  
DATE 6/14/11  
RCS  
CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2011-12**

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, 2011** and shall terminate on **JUNE 30, 2012**. 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 (\$79,109): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:
  1. Youth Development: \$43,510
    - 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: \$32,435
    - 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
  3. Emergency Assistance: \$3,164

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, 2011, January 6, 2012, April 15, 2012 and July 15, 2012. 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 Nine Thousand One Hundred Nine Dollars (\$79,109.00)**. 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 satisfactory 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:**

\_\_\_\_\_  
Craig Ross, 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 6/24/11

[Signature]

CITY ATTORNEY

APPROVED AS TO FORM

DATE: \_\_\_\_\_

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2011-12**

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, 2011** and shall terminate on **JUNE 30, 2012**. 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 - \$39,794
    - Food and Financial Assistance
    - Clothing Bar
    - 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>
7/1/11 through 9/30/11	10/15/11
10/1/11 through 12/31/11	1/6/12
1/1/12 through 3/31/12	4/15/12
4/1/12 through 6/30/12	7/15/12

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 Two Hundred Ninety Four Dollars (\$43,294.00)**. 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 low 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:**

\_\_\_\_\_  
Craig Ross, 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 6/14/11

\_\_\_\_\_  
**CITY ATTORNEY**

APPROVED AS TO FORM

DATE: \_\_\_\_\_

EXHIBIT 1

**Income limits for CDBG Funded Program, effective May 14, 2010  
Kalamazoo County – Median Income \$61,000 (family of four)**

<b>Household Size</b>	<b>Extremely Low Income - 30% of Median HH</b>	<b>Very Low Income - 50% of Median HH</b>	<b>Low Income - 80% of Median HH</b>
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: 2011-12**

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: 2011-12**

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**

CIRCULAR NO. A-122  
Revised May 10, 2004

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Cost Principles for Non-Profit Organizations

OMB Circular A-122

Pages 1-55 – intentionally left blank

Complete Circular to be included as exhibit to final executed contract

**OMB Circular No. A-110**

**EXHIBIT 5**

the WHITE HOUSE PRESIDENT BARACK OBAMA ★ ★ ★ ★ THE WHITE HOUSE WASHINGTON ★ ★ ★ ★ Get Email Updates | Contact Us

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# CIRCULAR A-110 REVISED 11/19/93 As Further Amended 9/30/99

## TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

**SUBJECT:** Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-110

Pages 1-30 – intentionally left blank

Complete Circular to be included as exhibit to final executed contract

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN  
FAIR HOUSING SERVICES: CDBG FUND FY 2011-12**

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, 2011** and shall terminate on **JUNE 30, 2012**. 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 2011-12 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 2012.
  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 2012. 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 2012.
  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 2012. 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>
7/1/11 through 12/31/12	1/15/12
1/1/12 through 6/30/12	7/15/12

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 be equal to 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 6/14/11  
[Signature]  
CITY ATTORNEY

APPROVED AS TO FORM  
DATE: \_\_\_\_\_

**EXHIBIT 1**

**OMB Circular No. A-122**

CIRCULAR NO. A-122  
Revised May 10, 2004

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Cost Principles for Non-Profit Organizations

OMB Circular A-122

Pages 1-55 – intentionally left blank

Complete Circular to be included as exhibit to final executed contract

**OMB Circular No. A-110**

the WHITE HOUSE PRESIDENT BARACK OBAMA ★ ★ ★ ★ THE WHITE HOUSE ★ ★ ★ ★ Get Email Updates | Contact Us

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# CIRCULAR A-110 REVISED 11/19/93 As Further Amended 9/30/99

**TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS**

**SUBJECT:** Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-110

Pages 1-30 -- intentionally left blank

Complete Circular to be included as exhibit to final executed contract

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 20, 2011

**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 4, 2011, 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 4, 2011 at Portage Public Schools' 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 propose 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



## Portage Rotary Club

June 20, 2011

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 on July 4, 2011 at McCamley Field on Portage Public School property. We understand that the City will provide the services of the police and fire departments in cooperation with the event.

Portage Rotary will be providing concessions during the event with the gates opening up at 6:00 PM that evening. Major contributors from the business community will be recognized for their contribution financially to the cost of the fireworks. The fireworks show will be about 20 minutes in duration and will be set up just south of McCamley Field.

We thank the Portage School system and the City for your continued cooperation and support of this event.

Sincerely,

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

Elizabeth Campbell  
Portage Rotary Club

Thomas G. Noverr  
*Assistant Superintendent  
for Operations*

phone: 269.323.5182  
fax: 269.323.5189  
[tnoverr@portageps.org](mailto:tnoverr@portageps.org)

June 15, 2011

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

Dear Maurice:

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 especially during these difficult economic times when many communities are eliminating or scaling back celebrations. 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

2011

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: 1988 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)	46
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 inch Display Shells 15 pcs multi shot boxes, 1" to 2 1/2"		
EXACT LOCATION OF DISPLAY	McCamey Field, Portage Central High, 8135 S. Westridge		
CITY, VILLAGE, TOWNSHIP	DATE	TIME	
Portage MI	7-4-11	Dusk	
BOND OR INSURANCE FILED	AMOUNT		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5,000.00		

Issued by action of the  city  village  township of  council Portage Mich  commission  board of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2011

(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

**2011**

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.

<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control		DATE OF APPLICATION 6-17-11
NAME OF APPLICANT Elizabeth Campbell		ADDRESS 10548 Abigail St.		AGE (18 or over) 40
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		ADDRESS		TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR John Beebe		ADDRESS 8600 N 17th St Kal. MI 49009		AGE (18 or over) 46
NO. YEARS EXPERIENCE 11	NO. DISPLAYS 55	WHERE Kal. Corey Lake, Comstock		
NAME OF ASSISTANT Greg Reinhart		ADDRESS 8807 N 17th St Kal. MI 49009		AGE 51
NAME OF OTHER ASSISTANT		ADDRESS		AGE
EXACT LOCATION OF PROPOSED DISPLAY McCamby Field Pkts				
DATE OF PROPOSED DISPLAY 7-4-11		NAME OF PROPOSED DISPLAY Dusk		
NUMBER OF FIREWORKS		KIND OF FIREWORKS TO BE DISPLAYED		
439		3 inch display shells		
15 pco		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 200 Solon Ohio 44139				
SIGNATURE OF APPLICANT <i>Elizabeth Campbell</i>				

\* FORM IS VALID FOR YEAR SHOWN ONLY \*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/4/2011

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> _____		
	<b>PHONE (A/C, No, Ext):</b> 440-248-4711	<b>FAX (A/C, No):</b> 440-544-1234	
<b>E-MAIL ADDRESS:</b> _____			
<b>PRODUCER CUSTOMER ID #:</b> _____			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<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> Colony National Insurance Co		34118
	<b>INSURER D:</b> Liberty Mutual Insurance Co		25035
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 468565248                      **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"/> PRO-JECT <input type="checkbox"/> LOC			1619303-03	2/4/2011	2/4/2012	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			CA93487733	2/4/2011	2/4/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			AR5461099	2/4/2011	2/4/2012	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) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC7348311836	3/12/2011	3/12/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$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 4, 2011 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  
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## Portage Rotary Club

(SAMPLE)

June 21, 2011

### Greetings:

Portage Rotary is planning a public fireworks show to be held the evening of July 4, 2011, 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 28, 2011, City Council meeting. As a neighbor, if you have any formal comments regarding the proposed fireworks display, they can be provided at the June 28 City Council Meeting or in writing to:

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

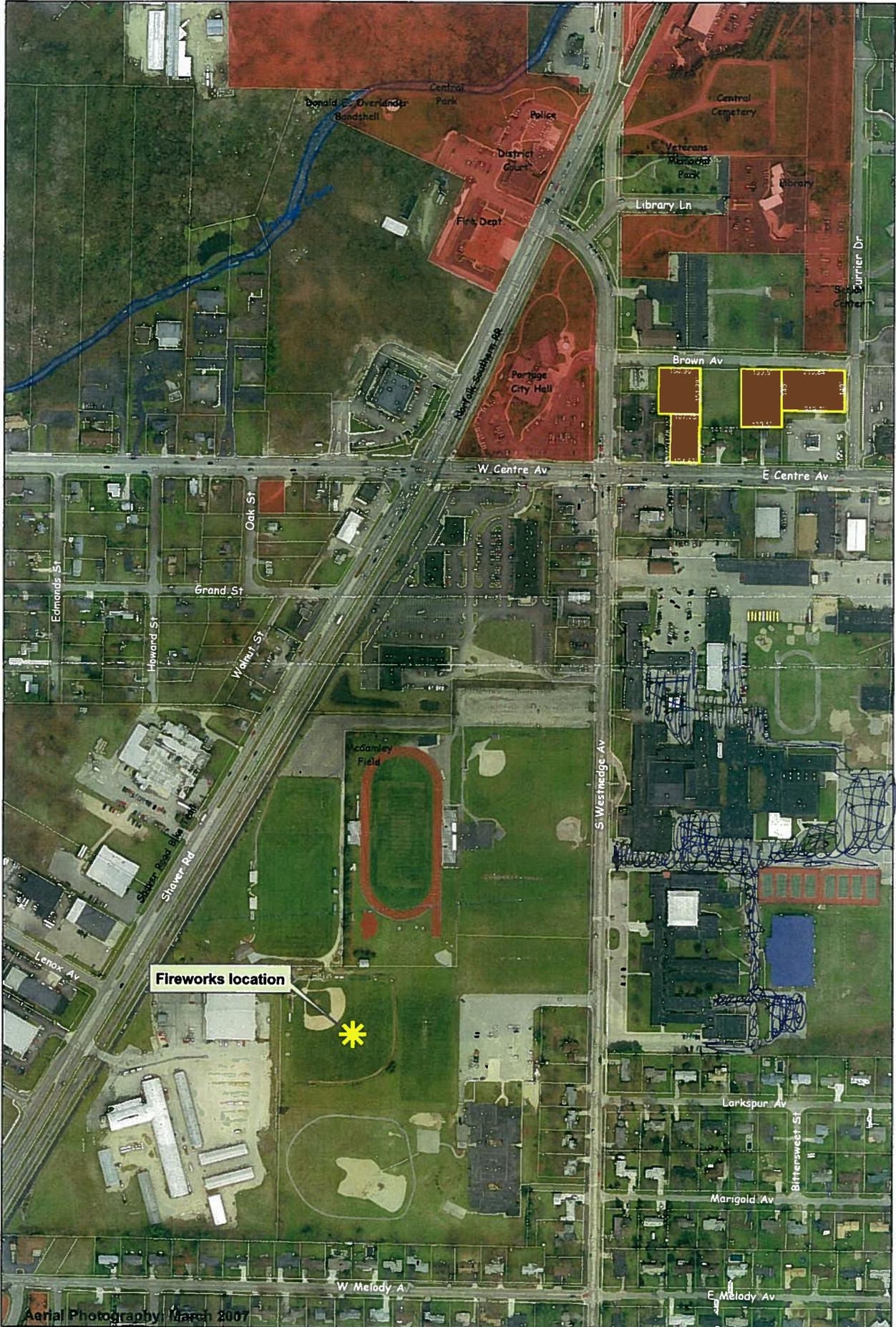
If you have questions about the proposed fireworks display, please contact Rotarian Elizabeth Campbell at 269-377-7911. The Portage Rotary hopes you will enjoy the fireworks display and thanks you in advance for your support of this patriotic community event.

Sincerely,

Portage Rotary

c: Portage City Clerk  
Portage Fire Marshal

# Overflow Parking Areas on City Property



Aerial Photography, March 2007

- Unimproved City Property
- City Property

8/12/2009 8:19 AM  
 R:\GIS\ADMIN\user\projects\managers\city\_centre\_parking.mxd

  
 1 inch = 300 feet

R:\GIS\ADMIN\user\projects\managers\city\_centre\_parking.mxd 12/28/08

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2011

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



**SUBJECT:** May 2011 Summary Environmental Activity Report – Information Only

Attached please find the May 2011 Summary Environmental Activity Report from the Department of Transportation & Utilities Director, W. Christopher Barnes. 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: W. Christopher Barnes, Director of Transportation & Utilities  
Planning Commission  
Portage Environmental Board

## CITY OF PORTAGE

## COMMUNICATION

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

**DATE:** June 17, 2011

**FROM:** W. Christopher Barnes, Director of Transportation & Utilities 

**SUBJECT:** May 2011 Environmental Activity Report – Information Only

In keeping with goals and objectives adopted by the Council emphasizing the need to enhance environmental quality and protect natural resources, the following information is intended to keep the Council, Planning Commission and Environmental Board apprised of current environmental issues.

Important environmental issues being monitored and coordinated by the Administration are attached. The Summary Environmental Activity Report will continue to be provided on a monthly basis to the Council, Planning Commission and Environmental Board.

Attachment

## SUMMARY ENVIRONMENTAL ACTIVITY REPORT

May 2011 (*updates in italics*)

<u>Project/Activity</u>	<u>Description</u>	<u>Status</u>
Portage City Landfill	Ongoing groundwater monitoring of former municipal landfill.	-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 completed in April 2010. Annual report submitted to MDNRE in June 2010. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future. 2011 sampling completed in March. Sample analysis underway.
Site Inspection/Development Project Review	Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed.	-Coordination with property owners and City or State agencies ongoing. <i>-Review of 2 site/building plans and/or plats completed in May 2011.</i>
Sewer Connection Program	Groundwater protection program requiring residential/business hookup to the sanitary sewer where available.	<i>-Sanitary sewer hookup permits issued in May 2011: 1 commercial and 5 residential. One property connected as part of the mandatory sewer ordinance. Three properties have ongoing court proceedings.</i>
West Lake Management Program	Special assessment district designed to maintain/improve lake conditions.	-Five Year Lake Management Assessment District process was approved by City Council on March 23, 2010. 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. The 2009/2010 lake treatments are complete. The 2011 lake survey and treatment preparations are under way.
Retention Basin Sampling Program	Investigation regarding potential impact of retention basins on groundwater levels.	-Historical monitoring continues to show minor impacts at most basins. From 1993 through 2009 the monitoring program showed stable groundwater impacts due to stormwater infiltration. Alternative road salt practices continue to be considered and evaluated. On March 23, 2010, City Council awarded a four-year contract to Wightman Environmental. Program will focus primarily on groundwater level information. Sampling of retention basins was completed on June 25, 2010. The 2010 year report received in January 2011. The 2010 results

	<p>show declining groundwater levels throughout the city. Declining levels range from 6" to 3' - 0". Surface storm water outfall sampling shows stable results. Next monitoring will occur in June 2011.</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. Staff has met internally to discuss the future needs to update the plan. 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. The 2010 report was received with results showing minimal impact on groundwater. Next sampling scheduled for July 2011.</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. New permit received in 2004 mandates involvement in several county watershed groups. City staff completed the submission of a Stormwater Pollution Prevention Initiative (SWIPPI) as required by NPDES permit. SWIPPI submitted on October 21, 2005. 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. Staff completed an updated SWIPPI submittal to MDNRE. SWIPPI was submitted for MDNRE approval on June 25, 2010. Permit implementation is ongoing. Received a notice MDNRE rescinding the 2008 permit due to a recent court case ruling. MDNRE reinstated the 2003 permit for implementation. Information on new permit requirement was received February 2011. MDNRE expected to issue new permit in 2012. City staff presented public information with other local agencies at the 2011 Home Expo on March 9 - 12, 2011. Implementation is ongoing.</p>	
<p>National Pollution Discharge Elimination System (NPDES) permit implementation</p>	<p>Kalamazoo River Mainstem Watershed Management Plan</p>
<p>-First meeting was held September 17, 2004. Proposals for completing the watershed plan were received by Kalamazoo County on September 15, 2005 and a contract awarded to Kieser &amp; Associates in November 2005. Draft watershed</p>	

plan submitted to MDEQ on December 30, 2005. Review comments received from MDEQ and revised watershed plan due in December 2006. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Kalamazoo River Water Festival was held on August 14, 2010 with City of Portage participation. Preliminary grant request submitted September 16, 2010 for West Fork of Portage Creek storm water enhancements. Complete grant application was submitted on October 25, 2010. No update on application status.

#### Portage River Watershed Management Plan

-Public participation plan submitted June 28, 2004. Proposals for a Watershed Management Plan were received by the Kalamazoo County Road Commission and a contract awarded to the Kalamazoo County Conservation Service in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. 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. Interest has been raised by local conservation groups to update the current Watershed Plan using grant funds. *Meeting held on May 9, 2011 among stakeholders to determine interest in updating the current water shed plan. No consensus yet, next meeting set for June 20, 2011.*

#### Plan to implement and maintain an Illicit Discharge Elimination Program (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 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. Program implementation is ongoing as funding allows. Continued outfall sampling is required by permit and will be budgeted accordingly. IDEP program was updated for submittal to MDNRE on June 25, 2010, and part of the SWPPI.

#### Garden Lane Arsenic Removal Facility

Construction of a water treatment facility at the Garden Lane Wellfield to remove arsenic, iron

-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

and manganese from the groundwater.

2006. 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. Start up activities began in May 2010. Facility is in operation with ribbon cutting held August 2, 2010. City staff gave a presentation on August 9, 2010 to the Michigan Chapter of the American Water Works Association about the arsenic removal of the facility. The facility is producing approximately one million gallons of water per day. Staff conducted a tour of the facility on April 27, 2011 to the local Chapter of the National Society of Professional Engineers. *Plant is in regular 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 2011 – 1. One spill clean-up on I-94 near South Westnedge Avenue and I-94 ramp. To be completed by the State of Michigan on June 4, 2011. Emergency spill response contract for 2011-13 with Terra Contracting is in place.*

#### 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. 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 December 2010. Current sampling continued to show a slight decline in the groundwater table. *Sampling will continue through the spring/summer months as staff time permits.*

#### 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. Met with MDNRE staff to determine feasible method to lower water levels. Association currently working with MDNRE permit staff on February 26, 2010 to clarify

permit requirements. Lower groundwater table elevation has reduced the concerns from the Condominium Association. Conference call with MDNRE held on December 8, 2010 to discuss permit submission updates. Condo Association discussing project with other property owners for support. Association submitted a letter to City Administration asking that the city consider the Wetland Water Level Regulation a municipal project. On March 22, 2011, city staff response recommending the Association consider governmental lake board. No new developments.

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. Notice received July 15, 2010 that the grant application was not successful. City staff attended a September 10, 2010 meeting in Grand Rapids to discuss sustainable economic, environment, and society programs. No new developments.

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 23, 2011

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



**SUBJECT:** South Westnedge Avenue/Trade Centre Way Realignment

**ACTION RECOMMENDED:** That City Council award a construction contract to the low bidder Kamminga & Roodvoets, Incorporated, of Grand Rapids, Michigan for the Trade Centre Way Relocation project in the not to exceed amount of \$585,443.75 and authorize the City Manager to execute all documents related to the contract on behalf of the city, subject to City Council action on the following on July 12, 2011:

- a. adoption of a resolution approving the agreement to implement the 2011 Amended Plan with the Downtown Development Authority; and
- b. adoption of a Resolution approving the Phase III Development Agreement.

On February 9, 2010, City Council awarded an engineering contract for design and construction engineering services for the relocation and realignment of the existing Trade Centre Way/South Westnedge Avenue and Trade Centre Way/West Fork Crossing intersections, in addition to 500 feet of construction on Trade Centre Way. The project includes construction of public streets, utility relocations, storm drainage improvements, streetlighting and landscaping improvements.

At the April 26, 2011 City Council meeting, an economic initiative was introduced to facilitate economic expansion in the City of Portage Downtown Development Authority (DDA) along Trade Centre Way, north of I-94 and west of South Westnedge Avenue. Principal property owners in the DDA are planning to invest in new projects that include an upscale motel, another multi-story office building, as well as future development projects, with an anticipated market value of more than \$12 million and several hundred new jobs.

The project design has been completed and on June 16, 2011, four construction bids were received for the project with the low bid being submitted by Kamminga & Roodvoets, Incorporated. Kamminga & Roodvoets, Incorporated has successfully completed similar projects for the city and is currently under contract on the I-94/South Westnedge Avenue bridge and road widening project. Subject to City Council approval of all DDA agreements, the construction should be initiated after July 12, 2011 with completion in late fall 2011.

It is recommended that City Council award a contract to the low bidder Kamminga & Roodvoets, Incorporated for the Trade Centre Way Relocation Project in the not to exceed amount of

\$585,443.75 and authorize the City Manager to execute all documents related to the contract on behalf of the city, subject to City Council action on the following on July 12, 2011: adopt a resolution approving the agreement to implement the 2011 Amended Plan with the Downtown Development Authority and adopt a resolution approving the Phase III Development Agreement. A bid tabulation is attached for the information of City Council.

Attachment

**Bid Tabulation**

**Trade Centre Way Relocation**

<u>Bidders</u>	<u>Total Bid</u>
Kamminga & Roodvoets, Inc. 3435 Broadmoor, SE Grand Rapids, MI 49512	\$585,443.75
Peters Construction Company 3325 East Kilgore Road Kalamazoo, MI 49001	\$616,296.83
Hoffman Brothers, Inc. 8574 Verona Road Battle Creek, MI 49014	\$819,237.62
Balkema Excavating, Inc. 1500 River Street Kalamazoo, MI 49048	\$877,469.50

Bids opened June 16, 2011

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 22, 2011

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



**SUBJECT:** Lovers Lane Reconstruction Project

**ACTION RECOMMENDED:** That City Council award a contract to the low bidder, Michigan Paving & Materials Company of Kalamazoo, Michigan, for the reconstruction of Lovers Lane (Forest Drive to East Centre Avenue) in the not to exceed amount of \$277,869.84 and authorize the City Manager to execute all documents on behalf of the city.

The Fiscal Year 2011-12 Capital Improvement Program contains a project for the 2011 Major Street Reconstruction Program. Major street reconstruction projects are selected based on pavement condition, average daily traffic, federal aid eligibility, as well as potential development activities. On May 24, 2011, City Council approved a contract with the Michigan Department of Transportation for the federally funded 2011 Major Street Reconstruction projects. The 2011 federally funded projects are:

- Oakland Drive (Shaver Road to north of Katie Court)
- South Westnedge Avenue (West Melody Avenue to West Centre Avenue – including water main replacement)
- Portage Road (Osterhout Avenue to Lakeview Drive)

Additionally, Lovers Lane (Forest Drive to East Centre Avenue) has been scheduled for reconstruction using local funds. On June 16, 2011, two construction bids were received for the project with the low bid being submitted by Michigan Paving & Materials Company. Michigan Paving & Materials Company has successfully completed many similar type of projects for the city and is very capable of completing this project.

Included in this project is the pavement construction necessary for the replacement of a deteriorating culvert under South Westnedge Avenue at the Austin Lake Outlet Extension Drain located between South Shore Drive and Oakview Drive. The Kalamazoo County Drain Commissioner's Office is financially responsible for the new culvert installation, but the city is responsible for the pavement replacement. The culvert repair will be coordinated by the Drain Commissioner's Office and will likely occur in July or August 2011. The Lovers Lane reconstruction project (Forest Drive to East Centre Avenue) will be accomplished in August with completion anticipated by September 2011.

It is recommended that City Council award a contract to the low bidder, Michigan Paving & Materials Company for Lovers Lane Reconstruction (Forest Drive to East Centre Avenue) in the

Lovers Lane Reconstruction Project

Page 2 of 2

not to exceed amount of \$277,869.84 and authorize the City Manager to execute all documents related to the contract on behalf of the city. Sufficient funds are budgeted in the Fiscal Year 2011-2012 Capital Improvement Program for this project. A bid tabulation is attached for the information of City Council.

Attachment

Bids opened on June 16, 2011

**Bid Tabulation**

**Lovers Lane Reconstruction**

<u>Bidders</u>	<u>Total Bid</u>
Michigan Paving & Material Company 2300 Glendenning Drive Kalamazoo, MI 49001	\$277,869.84
Rieth-Riley Construction Company 911 Hatfield Street Kalamazoo, MI 49001	\$291,173.02

Bids opened on June 16, 2011

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** June 17, 2011

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



**SUBJECT:** City Hall Parking Lot Improvements – Bid Recommendation

**ACTION RECOMMENDED:** That City Council accept the low bid submitted by Wyoming Asphalt Paving Company in the amount of \$59,987.80 for City Hall parking lot improvements and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Fiscal Year 2011–2012 Capital Improvement Program (CIP) includes funding for the improvement of the City Hall parking lot. This project includes the milling, paving and striping of this heavily used parking lot, which was last resurfaced in 1998. The existing asphalt surface has been repeatedly repaired, cracks sealed and seal coated but now needs a complete renovation and resurfacing to provide a safe and durable surface for the next decade. The entire 65,000 square foot area will be milled and overlaid with a finish asphalt coat surface. In addition, 16,530 square feet of heavy vehicle traffic drive areas will be milled and paved to an additional depth for improved durability.

Sealed bids were received from four area vendors on June 15, 2011, with the low bid in the amount of \$59,987.80 submitted by Wyoming Asphalt Paving Company of Plainwell, Michigan. Wyoming Asphalt is a reputable firm which has successfully completed many previous projects for the city. The work is anticipated to be complete by late July 2011.

It is recommended that City Council accept the low bid of \$59,987.80 submitted by Wyoming Asphalt Paving Company for City Hall parking lot improvements and authorize the City Manager to execute all documents related to this action on behalf of the city. The bid tabulation is attached for the information of City Council. Adequate funding for this project is provided through the Fiscal Year 2011–2012 CIP.

Attachment

BID TABULATION  
CITY HALL PARKING LOT IMPROVEMENTS

<u>Bidder</u>	<u>Bid</u>
Wyoming Asphalt Paving Co., Inc. 470 - 12th Street Plainwell, MI 49080	\$59,987.80
Michigan Paving & Materials Co. 2300 Glendenning Rd. Kalamazoo, MI 49001	\$69,000.35
J. Allen & Company, Inc. 8288 E. Michgian Ave. Galesburg, MI 49053	\$78,009.20
Asphalt Solutions plus LLC PO Box 151 Marshall, MI 49068	\$83,842.90

**MATERIALS TRANSMITTED**

Friday, June 10, 2011

1. Communication from the City Manager regarding the May 2011 Citizen Comment Card Summary – Information Only.
2. Communication from the City Manager regarding the City Council Sign Committee (Sent only to the Committee members – Urban, Campbell and Reid).
3. Communication from the City Manager to the Customer Service Committee regarding the City Hall Use Policy (Sent only to the Committee members – Campbell, Bailes and Randall).



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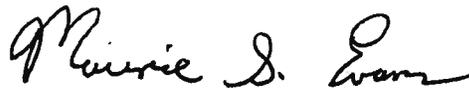
Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager

**MATERIALS TRANSMITTED**

Tuesday, June 14, 2011

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 2011, in the amount of \$1,700,000 to Fifth Third Securities, Inc. at 3.752893%.



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Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager