

7:30 p.m. Call to Order.

Invocation: Pastor Paul Nuechterlein of the Prince of Peace Lutheran Church.

Pledge of Allegiance.

Roll Call.

Proclamation: Firefighters Fill the Boot Days for Muscular Dystrophy.

A. Approval of the June 25, 2013 Regular Meeting Minutes.

\* B. Approval of Consent Agenda Motions.

\* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of July 9, 2013, as presented.

D. Public Hearings:

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

- \* 1. Communication from the City Manager recommending that City Council approve the Fiscal Year 2013-14 Community Development Block Grant Fund contracts; General Fund human/public services contracts; and, authorize the City Manager to execute all documents on behalf of the city.
- \* 2. Communication from the City Manager recommending that City Council support the request from Wiitanen Enterprises, Inc., to transfer location of the Resort Class C Liquor License with Sunday Sales Permit (PM), Entertainment Permit, Outdoor Service (1 Area), Specific Purpose Permit (Food) and (2) Bars, issued under MCL 436.1531(2) to the newly constructed building at 9136 Shaver Road, Portage, MI 49002, Kalamazoo County (Mulligan's Grill and Sports Bar), from the razed building at the same address.
- \* 3. Communication from the City Manager recommending that City Council convene a closed session to discuss a personnel matter immediately following the regularly scheduled meeting of July 9, 2013.

G. Communications:

H. Unfinished Business:

- \* 1. Communication from the City Manager recommending that City Council adopt the proposed amendment to the *City of Portage Code of Ordinances* by adding *Article 9, Midwest Energy Cooperative Franchise to Chapter 14, Business, Sections 14-192 through 14-202.*
- 2. Communication from the City Manager recommending that City Council amend the Code of Ordinances to include Article 7, Consumer Fireworks, of Chapter 34 Fire Prevention and Protection.

\* I. Minutes of Boards and Commissions Meetings:

J. Council Committee Reports:

- 1. City Manager Salary Review/Evaluation Committee – recommendations on the annual City Manager review and proposed changes to the City Manager Employment Agreement.
- 2. Presentation from the Pre-Qualified Sites Committee regarding recent activity.

K. New Business:

L. Bid Tabulations:

- \* 1. Communication from the City Manager recommending that City Council approve:
  - a. a contract with Michigan Paving & Materials Company for the 2013 Local Street Reconstruction Program in the not-to-exceed amount of \$559,555.77;
  - b. a contract amendment with Jones & Henry Engineers, Ltd., for construction administration and material testing for the 2013 Local Street Reconstruction Program in the not-to-exceed amount of \$53,610.00; and authorize the City Manager to execute all documents related to this contract on behalf of the city.
- \* 2. Communication from the City Manager recommending that City Council approve:
  - a. a contract with Michigan Paving & Materials Company to provide asphalt surface repairs to isolated sections of major and local streets in the not-to-exceed amount of \$210,150.55;
  - b. the added expenditure of \$142,266.30 for additional mill and fill repairs at unit pricing within this contract; and authorize the City Manager to execute all documents related to this contract on behalf of the city.
- \* 3. Communication from the City Manager recommending that City Council approve the proposal submitted by Paradigm Design, Incorporated, to complete building infrastructure reviews for twelve city facilities in the amount of \$24,000 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, July 10, Park Board, 6:30 p.m. Ramona Park, 7:15 p.m. Lakeview Park.
  - b. Wednesday, July 10, 7:00 p.m., Board of Determination / Lexington Green County Drain Public Hearing, Council Chambers.
  - c. Monday, July 15, 2:00 p.m., Portage Youth Advisory Committee, Council Chambers.
  - d. Monday, July 15, 6:30 p.m., Portage Public Schools Board of Education, Council Chambers.
  - e. Tuesday, July 16, 9:00 a.m., Board of Review, City Hall Room 1.
  - f. Wednesday, July 17, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
  - g. Thursday, July 18, 7:00 p.m., District Library Board, Portage District Library.
  - h. Thursday, July 18, 7:00 p.m., Planning Commission, Council Chambers.

N. Materials Transmitted of June 21 and 25, 2013.

Adjournment.

# City Council Meeting Summary

June 25, 2013

## SPECIAL AWARD

- ◆ Mayor Strazdas issued special recognition to Samantha O'Brien, Portage Northern High School student, for receiving the designer award for the City of Portage 50<sup>th</sup> Anniversary Banner Competition from the City Council School Committee. State Representative Margaret O'Brien read a Tribute to Samantha O'Brien issued by Governor Rick Snyder, State Representative Tonya Schuitmaker and herself. She also recognized the contributions of the youth in our community, especially her daughter this night for this accomplishment.

## ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of June 25, 2013, as presented.

## PETITIONS AND STATEMENTS OF CITIZENS

- ◆ State Representative Margaret O'Brien, 1625 Bellaire Avenue, provided an update from the State of Michigan and indicated that there is more money for Revenue Sharing back to the communities; that there was some unanticipated one-time funds for roads that are now likely to be ear-marked for still unknown non-freeway related projects; that there was an increase in the amount of funding for debt; that there was an increase in the rainy day savings account; and that the State House of Representatives passed the budget during the last week of May for the third year in a row. Discussion followed regarding her service on the Transportation Committee, her work with the Fireworks issue, State Pension funding and the rainy Day Fund.
- ◆ Board of Review Members Richard Ford, Michael Quinn and Wes Mazurek read from prepared statements that outlined concerns with bias and conflicts in the training received, the bias of the City Assessor, possible Open Meetings Act violations, denials of decades of depreciation, upward changes of class of construction that inflate assessments and prior Board of Review decisions nullified by the Assessor for subsequent years, improper alterations of property cards by the City Assessor, the need for earlier notice of tax assessment changes to the citizens, a perception of being publicly criticized in City Council Chambers and their appreciation for the assistance from the Administration. They provided a letter of concerns signed by the Board of Review Members that was shown to Mayor Strazdas, although admittedly not in full agreement by all of the Members who signed it, yet was never revised to reflect a consensus of the Board as requested by Mayor Strazdas. Mr. Ford offered some solutions: the City of Portage could exercise the right to appeal the Board of Review decisions if they disagree with them, and noted that none have been appealed; could reduce the nonconformity as a result of the sales study because some citizens knew about it and how it works and others did not which would result in a more meaningful appeal; could use Board of Review input and modify the client' checklist to accommodate hardship cases and commercial appeals; and could allow Board of Review input to assist in determining the type of training to be conducted. Mr. Ford read a statement from Board of Review Member Bill Fries, who concurred with the concerns expressed previously and added a concern that false building permits are being used by the Assessor that do not add value to the home. Mr. Fries asked City Council to investigate the discrepancies found by the Board of Review and offered the following solutions: to revert all properties back to original class of construction; to have an external assessment to earn back the trust of the citizens; to establish guidelines for property owners seeking permits for improvements; to have transparency of all records and changes; to mail out tax notifications early as mentioned by Mr. Mazurek; and to insert an information page in the *Portager* about taxation and taxes. At the request of Mr. Fries, Mr. Ford provided pages from the Assessor's Manual to City Council for their review. Discussion followed.
- ◆ Marilyn Longjohn, 4011 Burkwood Drive, indicated that she moved into Portage in 1969 and in 2011, she went to the City Assessor to have her Assessor Record Card corrected as the City Assessor had her property as being 18 years old, yet her neighbors' houses were 32 years old, according to the records. She also indicated that the classification was in the C+ range, but was now in the B range. She was told to go to the Board of Review. She said she did not wish to contest her taxes, but she just wanted the record on her house to be accurate. When the Assessor indicated that he would put an extra year on the age of her property, she became suspicious. When she went before the Board of Review and asked about the disparity in the ages of the properties on her street, the Assessor representative indicated that they had to justify the taxes that the property owner pays. Discussion followed.
- ◆ Ted Varas, 6645 Oleander Lane, former Board of Review Member, confirmed that the MTA Training taught unequivocally that the Class of Construction of a building does not change, and noted his observation of changes in the Class of Construction on the Assessor Cards when he served on the Board of Review, even with no change or addition to the structure.

## REPORTS FROM THE ADMINISTRATION

- ◆ Adopted as an emergency ordinance Article 7, Consumer Fireworks, of Chapter 34 Fire Prevention and Protection and repeal Section 50-82, Fireworks, of Article 3 of the Portage Code modified to read that a person shall not ignite, discharge or use consumer fireworks from June 26, 2013, to September 10, 2013, between the hours of 1 a.m. and 8 a.m.; that consumer fireworks shall not be sold to a minor; and that the penalty for a violation is a civil infraction punishable by a civil fine of not more than \$100 for each violation. Laura Tupper, 9516 East Shore Drive, spoke in opposition to fireworks as she witnesses them every single weekend all summer long at all hours of the evening and indicated she did not wish to wait until September.
- ◆ Accepted for first reading an ordinance to amend the Code of Ordinances of the City of Portage, Michigan, by adding Article 7, Consumer Fireworks, of Chapter 34, Fire Prevention and Protection, by repealing Section 50-82, Fireworks, of Article 3, Offenses Against Public Safety, of Chapter 50, as contained in Attachment B as presented in Materials Transmitted of June 25, 2013, and to set July 9, 2013, for second reading.
- ◆ Approved the recommended budget amendments for the FY 2013-14 Annual Action Plan for the CDBG Program and FY 2013-14 Human/public service funding from the General Fund.

- ◆ Approved a contract extension for maintenance of the city traffic signal system from July 1, 2013 to June 30, 2016 with Windemuller Electric, Incorporated, in the total amount not to exceed \$133,800 and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Authorized the City Manager to proceed with negotiation of a purchase agreement for 1614 West Osterhout Avenue in an amount not to exceed \$163,000.
- ◆ Approved the requested 60-day extension to start construction and 90-day extension to complete construction of the Repertoire restaurant/blues-jazz club, which received Conditional Approval for the 2010 Census Liquor License on January 8, 2013.
- ◆ Approved a permit for a fireworks display on July 4, 2013, sponsored by the Portage Rotary Club.
- ◆ Accepted the Federal Emergency Management Agency (FEMA) Regional Fire Act Grant in the amount of \$893,491 and serve as the sponsoring agency for five other local fire departments participating in this grant.
- ◆ Supported the request to transfer ownership of an escrowed 2012 Class C licensed business with Sunday Sales Permit (pm) & Specific Purpose Permit (Food) from River City Food Co. (Finley's Restaurant) to Woodbridge Office Building, LLC.
- ◆ Supported the request from Centre Street Tap House to transfer ownership of an escrowed 2013 Class C License with Sunday Sales Permit (pm) and Dance-Entertainment Permit, from Skybar, Inc. (139 Edwards Street, Kalamazoo) and to transfer location (Governmental Unit) (MCL 436.1531(1)) to 3251 West Centre Avenue (Centre Street Tap House), in the City of Portage.
- ◆ Received the communication from the City Manager regarding the May 2013 Summary Environmental Activity Report as information only.
- ◆ Received the Department Monthly Reports.

#### UNFINISHED BUSINESS

- ◆ Scheduled the regular meeting of August 13, 2013 as the date for discussion of questions pertaining to the Board of Review.

#### COMMITTEE REPORT

- ◆ Received a report from Councilmember Urban as the Portage Representative on the Kalamazoo County Transit Authority and discussed a plan to consolidate transportation in the County and the process going forward for final approval.

#### NEW BUSINESS

- ◆ Mayor Pro Tem Reid discussed a request from David Ostrem, 1515 Dogwood, regarding the possibility of private options for replacing events of the Summer Entertainment Program and for the Administration to provide the policy parameters for a private approach to the Program.

#### BID TABULATION

- ◆ Approved the purchase of the Rotary Portable Column Lift System for a cost of \$56,033.09, and authorized the City Manager to execute all documents related to this action on behalf of the city.

#### STATEMENTS OF CITY COUNCIL

- ◆ Councilmembers Randall, Pearson, Mayor Pro Tem Reid and Mayor Strazdas thanked Board of Review Members Richard Ford, Michael Quinn and Wes Mazurek and former Board of Review member Ted Varas for coming before City Council and presenting their concerns and the fine job they have been doing.
- ◆ City Manager Evans indicated that the Budget Process never ends and that the Administration is already looking at next year and many years ahead.
- ◆ Mayor Pro Tem Reid and Mayor Strazdas reflected on the success of the Taste of Portage and Mayor Strazdas noted that there are six new Eagle Scouts, all from Troop 244.

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



# **City of Portage Proclamation**

## ***FIREFIGHTERS FILL THE BOOT DAYS FOR MUSCULAR DYSTROPHY***

- WHEREAS,** Muscular Dystrophy refers to a group of more than 40 neuromuscular diseases that cause generalized weakness and muscle wasting; and
- WHEREAS,** research and studies have helped make great strides in better understanding of the disease and developing effective new techniques to diagnose, treat, prevent and find a cure; and
- WHEREAS,** the Muscular Dystrophy Association is a dedicated partnership of scientists and citizens aimed at conquering neuromuscular diseases through research, patient care and education; and
- WHEREAS,** the selfless men and women of the Portage Fire Department generously donate their time and energy every year to support the battle against muscular dystrophy; and
- WHEREAS,** during Fill the Boot Days, local firefighters will fan out across various intersections with boots in hand, asking donations to support the Muscular Dystrophy Association.

**NOW, THEREFORE, BE IT RESOLVED THAT I,** Peter Strazdas, Mayor of the City of Portage, do hereby proclaim July 18th, July 19th, and July 20th, as **FILL IN THE BOOTS DAYS** in Portage and ask all citizens to support the efforts of the Portage Firefighters and the Muscular Dystrophy Association.

Signed this 9<sup>th</sup> day of July 2013

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Peter Strazdas, Mayor

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

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

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

**SPECIAL AWARD:** Mayor Strazdas issued special recognition to Samantha O'Brien, Portage Northern High School student, for receiving the designer award for the City of Portage 50<sup>th</sup> Anniversary Banner Competition from the City Council School Committee. State Representative Margaret O'Brien read a Tribute to Samantha O'Brien issued by Governor Rick Snyder, State Representative Tonya Schuitmaker and herself. She also recognized the contributions of the youth in our community, especially her daughter this night for this accomplishment.

**APPROVAL OF MINUTES:** Motion by Urban, seconded by Reid, to approve the Regular Meeting Minutes of June 11, 2013, as presented. Upon a voice vote, motion carried 5 to 0 with Mayor Strazdas abstaining.

\* **CONSENT AGENDA:** Mayor Strazdas asked Mayor Pro Tem Reid to read the Consent Agenda. Councilmember Randall asked that Item F.4, Acquisition of 1614 West Osterhout Avenue, be removed from the Consent Agenda. Councilmembers Campbell and Pearson asked that Item F.6, Permit to Conduct Fireworks Display, be removed from the Consent Agenda. Mayor Strazdas removed Item F.7, Self-contained Breathing Apparatus (SCBA), from the Consent Agenda. Motion by Reid, seconded by Urban, to approve the Consent Agenda Motions as amended. Upon a roll call vote, motion carried 6 to 0.

\* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JUNE 25, 2013:** Motion by Reid, seconded by Urban, to approve the Check Register of June 25, 2013, as presented. Upon a roll call vote, motion carried 6 to 0.

**PETITIONS AND STATEMENTS OF CITIZENS:** State Representative Margaret O'Brien, 1625 Bellaire Avenue, provided an update from the State of Michigan and indicated that there is more money for Revenue Sharing back to the communities; that there was some unanticipated one-time funds for roads that are now likely to be ear-marked for still unknown non-freeway related projects; that there was an increase in the amount of funding for debt; that there was an increase in the rainy day savings account; and that the State House of Representatives passed the budget during the last week of May for the third year in a row. Discussion followed regarding her service on the Transportation Committee, her work with the Fireworks issue, State Pension funding and the Rainy Day Fund.

Board of Review Members Richard Ford, Michael Quinn and Wes Mazurek read from prepared statements that outlined concerns with bias and conflicts in the training received, the bias of the City Assessor, possible Open Meetings Act violations, denials of decades of depreciation, upward changes of class of construction that inflate assessments and prior Board of Review decisions nullified by the Assessor for subsequent years, improper alterations of property cards by the City Assessor, the need for earlier notice of tax assessment changes to the citizens, a perception of being publicly criticized

in City Council Chambers and their appreciation for the assistance from the Administration. They provided a letter of concerns signed by the Board of Review Members that was shown to Mayor Strazdas, although admittedly not in full agreement by all of the Members who signed it, yet was never revised to reflect a consensus of the Board as requested by Mayor Strazdas. Mr. Ford offered some solutions: the City of Portage could exercise the right to appeal the Board of Review decisions if they disagree with them, and noted that none have been appealed; could reduce the nonconformity as a result of the sales study because some citizens knew about it and how it works and others did not which would result in a more meaningful appeal; could use Board of Review input and modify the client checklist to accommodate hardship cases and commercial appeals; and could allow Board of Review input to assist in determining the type of training to be conducted. Mr. Ford read a statement from Board of Review Member Bill Fries, who concurred with the concerns expressed previously and added a concern that false building permits are being used by the Assessor that do not add value to the home. Mr. Fries asked City Council to investigate the discrepancies found by the Board of Review and offered the following solutions: to revert all properties back to original class of construction; to have an external assessment to earn back the trust of the citizens; to establish guidelines for property owners seeking permits for improvements; to have transparency of all records and changes; to mail out tax notifications early as mentioned by Mr. Mazurek; and to insert an information page in the *Portager* about taxation and taxes. At the request of Mr. Fries, Mr. Ford provided pages from the Assessor's Manual to City Council for their review. Discussion followed.

Marilyn Longjohn, 4011 Burkwood Drive, indicated that she moved into Portage in 1969 and in 2011, she went to the City Assessor to have her Assessor Record Card corrected as the City Assessor had her property as being 18 years old, yet her neighbors' houses were 32 years old, according to the records. She also indicated that the classification was in the C+ range, but was now in the B range. She was told to go to the Board of Review. She said she did not wish to contest her taxes, but she just wanted the record on her house to be accurate. When the Assessor indicated that he would put an extra year on the age of her property, she became suspicious. When she went before the Board of Review and asked about the disparity in the ages of the properties on her street, the Assessor representative indicated that they had to justify the taxes that the property owner pays. Discussion followed.

Ted Varas, 6645 Oleander Lane, former Board of Review Member, confirmed that the MTA Training taught unequivocally that the Class of Construction of a building does not change, and noted his observation of changes in the Class of Construction on the Assessor Cards when he served on the Board of Review, even with no change or addition to the structure. Discussion followed.

## **REPORTS FROM THE ADMINISTRATION:**

**EMERGENCY FIREWORKS REGULATION:** At the request of Mayor Strazdas, City Manager Maurice Evans indicated that because of a recent change in the state law that allows for more local control over the use of fireworks and a recent change in the City of Kalamazoo fireworks ordinance, this is an opportunity to consider options for the City of Portage Code of Ordinances to make the regulation of the use of fireworks in the city more restrictive.

At the request of Mayor Strazdas, City Attorney Randy Brown provided some background for the legal basis for the change in State Law that gives municipalities more power to regulate the use of fireworks in the community. He indicated that once a draft was presented to City Council, suggestions were presented that prompted a second draft of the ordinance and even a third draft known as Attachment A and Attachment B, respectively. He outlined Attachment A as the proposed Emergency ordinance and explained Attachment B is being proposed for first reading for review, consideration and modification for future approval as a more permanent and comprehensive fireworks ordinance. In response to Mayor Strazdas, Mr. Brown indicated that his preference is for City Council to take the least restrictive means for addressing this matter and, if inclined, to pass an Emergency Ordinance to address the upcoming 4<sup>th</sup> of July Holiday, to just deal with that event, as this is the true emergency before City

Council at the present time. Secondly, he indicated that his next preference is for City Council to accept Attachment B for first reading and to discuss any issues that would arise concerning questions and suggestions which would be more appropriately addressed after the emergency ordinance is in place. Discussion followed.

Councilmember Urban indicated that the time for the emergency should extend beyond the upcoming holiday through the time it takes to consider an ordinance in final form; so, he suggested that the emergency ordinance should extend a couple of months or a set period of time to allow time to go through the process to decide on the permanent ordinance and explained. Discussion followed and Councilmembers expressed their concerns with the timing of the restrictions, the fact that families are making plans or have plans for their respective celebrations, the appropriateness of a fireworks ban from 1 a.m. until 8 a.m., and the reasonableness and enforcement of the not more than \$500.00 penalty amount.

Motion by Urban, seconded by Reid, to adopt as an emergency ordinance Article 7, Consumer Fireworks, of Chapter 34, Fire Prevention and Protection, Attachment A as presented in Materials Transmitted of June 25, 2013, with a change in the language in Section 34-159 to read, "1. A person shall not ignite, discharge or use consumer fireworks from June 26, 2013, until September 1, 2013, between the hours of 1 a.m. until 8 a.m." and a change in the language in Section 34-161 to read, "1. A person violating the provisions of this Article shall be responsible for a civil infraction punishable by a civil fine of not more than \$100.00 for each violation" and to repeal Section 50-82, Fireworks, of Article 3 of the Portage Code. Discussion followed regarding the ending date of the emergency ordinance and City Attorney Brown indicated that a 90 day period is usually considered reasonable. Motion by Urban, seconded by Reid, to amend the motion to read September 10, 2013, instead of September 1, 2013. Discussion followed.

Laura Tupper, 9516 East Shore Drive, spoke in opposition to fireworks as she witnesses them every single weekend all summer long at all hours of the evening, Thursday, Friday, Saturday and Sunday. She asked why the rights of those who shoot fireworks seem to be more paramount than her right to the quiet enjoyment of her home and indicated she did not wish to wait until September. Discussion followed. Upon a roll call vote, motion carried 6 to 0. Discussion followed. City Attorney Brown reminded City Council that the City Noise Ordinance can also apply during the times outside the the 1 a.m. until 8 a.m. restriction, depending upon the circumstances, the type of neighborhood, the time of day and the noise level. Discussion followed.

**FIREWORKS REGULATION (FIRST READING):** Councilmember Urban expressed an interest in presenting an ordinance for first reading that would address questions and concerns regarding the use of consumer fireworks outside the 1 a.m. until 8 a.m. restriction contained in the aforementioned and approved Emergency Fireworks Ordinance. Discussion followed. Motion by Urban, seconded by Campbell, to accept for first reading an ordinance to amend the Code of Ordinances of the City of Portage, Michigan, by adding Article 7, Consumer Fireworks, of Chapter 34, Fire Prevention and Protection, by repealing Section 50-82, Fireworks, of Article 3, Offenses Against Public Safety, of Chapter 50, as contained in Attachment B as presented in Materials Transmitted of June 25, 2013, and to set July 9, 2013, for second reading. Discussion followed. Upon a roll call vote, motion carried 6 to 0. Discussion followed.

\* **BUDGET AMENDMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDGB) PROGRAM FY 2013-14 ANNUAL ACTION PLAN AND FY 2013-14 HUMAN/PUBLIC SERVICE FUNDING FROM THE GENERAL FUND:** Motion by Reid, seconded by Urban, to approve the recommended budget amendments for the FY 2013-14 Annual Action Plan for the CDBG Program and FY 2013-14 Human/public service funding from the General Fund. Upon a roll call vote, motion carried 6 to 0.

\* **2013 – 2016 TRAFFIC SIGNAL MAINTENANCE CONTRACT (WINDEMULLER ELECTRIC, INCORPORATED):** Motion by Reid, seconded by Urban, to approve a contract extension for maintenance of the city traffic signal system from July 1, 2013 to June 30, 2016 with Windemuller Electric, Incorporated, in the total amount not to exceed \$133,800 and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

**ACQUISITION OF 1614 WEST OSTERHOUT AVENUE:** As a member of the Property Committee, Councilmember Randall reviewed the process thus far in this proposed transaction. She noted that the property offered by Bill Patterson for an extended bikeway to Osterhout Avenue from the Eliason Property on Shaver Road with an asking price of \$175,000 for 18 acres that included \$19,000 in back taxes. She indicated that the City Assessor quoted \$295,750 as the true cash value of the property; that staff was opposed to any independent appraisal of the parcel because in general the City obtains appraisals for property under eminent domain proceedings or where the sale price is near the market value; however, since this property is being offered to the city for a price that is less than 60% of its estimated value, an appraisal is not considered necessary. She outlined the appraisal option as exercised by City Council that resulted in an appraised value of \$163,000 and pointed out that the Assessor's value was over assessed by \$132,750 and explained some discrepancies in the history of the valuation of the property by the Assessor. As a result, she asked that City Council consider outsourcing the City Assessor function on the basis of uniformity and integrity. She mentioned the proposed savings of \$250,000 contained in the preliminary bid from WCA, who is performing the Assessor function of the City of Kalamazoo. She thanked the Board of Review Members again for coming. Discussion followed. Councilmember Campbell countered to offer the \$155,000 and have the seller pay the \$19,000 taxes, but Councilmember Urban indicated that the offer is \$155,000 and have the City pay the \$19,000 taxes. Discussion followed.

Motion by Urban, seconded by Reid, to authorize the City Manager to proceed with negotiation of a purchase agreement for 1614 West Osterhout Avenue in an amount not to exceed \$163,000. Discussion followed. Upon a roll call vote, motion carried 6 to 0.

\* **2010 CENSUS LIQUOR LICENSE FOR THE REPERTOIRE COFFEE HOUSE AND THEATRE, INC.:** Motion by Reid, seconded by Urban, to approve the requested 60-day extension to start construction and 90-day extension to complete construction of the Repertoire restaurant/blues-jazz club, which received Conditional Approval for the 2010 Census Liquor License on January 8, 2013. Upon a roll call vote, motion carried 6 to 0.

**PERMIT TO CONDUCT FIREWORKS DISPLAY:** Councilmembers Campbell and Pearson indicated they would be abstaining from the motion. Motion by Urban, seconded by Randall, to approve a permit for a fireworks display on July 4, 2013, sponsored by the Portage Rotary Club. Upon a roll call vote, motion carried 4 to 0 with Councilmembers Campbell and Pearson abstaining.

**SELF-CONTAINED BREATHING APPARATUS (SCBA):** Mayor Strazdas asked that the item be pulled off for the region to get the recognition it deserves for the collaboration, work and leadership of Portage personnel to be able to cooperatively obtain this grant. He stressed that uniformity is key where the equipment is interchangeable among the surrounding jurisdictions.

Motion by Reid, seconded by Urban, to accept the Federal Emergency Management Agency (FEMA) Regional Fire Act Grant for the replacement of worn and outdated self-contained breathing apparatus (SCBA) in the amount of \$893,491 and serve as the sponsoring agency for five other local fire departments participating in this grant. Councilmember Urban indicated that this is a safety measure for public safety as well as the safety of the firefighter who can be confident that the equipment from all of the jurisdictions on site is the same as the equipment he uses from his own unit. Upon a roll call vote, motion carried 6 to 0.

\* **WOODBIDGE OFFICE BUILDING, LLC, CLASS C LIQUOR LICENSE:** Motion by Reid, seconded by Urban, to support the request to transfer ownership of an escrowed 2012 Class C licensed business with Sunday Sales Permit (pm) & Specific Purpose Permit (Food) from River City Food Co. (Finley's Restaurant) to Woodbridge Office Building, LLC. Upon a roll call vote, motion carried 6 to 0.

\* **CENTRE STREET TAP HOUSE CLASS C LIQUOR LICENSE:** Motion by Reid, seconded by Urban, to support the request from Centre Street Tap House to transfer ownership of an escrowed 2013 Class C License with Sunday Sales Permit (pm) and Dance-Entertainment Permit, from Skybar, Inc. (139 Edwards Street, Kalamazoo) and to transfer location (Governmental Unit) (MCL 436.1531(1)) to 3251 West Centre Avenue (Centre Street Tap House), in the City of Portage. Upon a roll call vote, motion carried 6 to 0.

\* **MAY 2013 SUMMARY ENVIRONMENTAL ACTIVITY REPORT:** Motion by Reid, seconded by Urban, to receive the communication from the City Manager regarding the May 2013 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 6 to 0.

\* **DEPARTMENT MONTHLY REPORTS:** Motion by Reid, seconded by Urban, to receive the Department Monthly Reports. Upon a roll call vote, motion carried 6 to 0.

**UNFINISHED BUSINESS:**

\* **MAY 28, 2013 CITY COUNCIL AGENDA ITEM K.1, 2013 BOARD OF REVIEW – FOLLOW-UP:** Motion by Reid, seconded by Urban, to schedule the regular meeting of August 13, 2013, as the date for discussion of questions pertaining to the Board of Review. Upon a roll call vote, motion carried 6 to 0.

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

Portage Zoning Board of Appeals of May 13, 2013.

Portage Planning Commission Regular of May 16 and Special of May 30, 2013.

Portage Board of Education Regular of May 20 and Committee of the Whole and Special Work Session of June 3, 2013.

**NEW BUSINESS:**

**CITIZEN-COUNCIL INQUIRY (SUMMER ENTERTAINMENT SERIES):** Mayor Pro Tem Reid discussed a request from David Ostrem, 1515 Dogwood, regarding the possibility of private options for replacing events of the Summer Entertainment Program and for the Administration to provide the policy parameters for a private approach to the Program.

**COMMITTEE REPORT:** Councilmember Urban, as the Portage Representative on the Kalamazoo County Transit Authority, discussed a plan to consolidate transportation in the County and the process going forward for final approval.

**BID TABULATION:**

\* **EQUIPMENT PURCHASE RECOMMENDATION:** Motion by Reid, seconded by Urban, to approve the purchase of the Rotary Portable Column Lift System for a cost of \$56,033.09, 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 6 to 0.

**OTHER CITY MATTERS:**

**STATEMENTS OF CITY COUNCIL:** Councilmember Randall, Pearson, Mayor Pro Tem Reid and Mayor Strazdas thanked Board of Review Members Richard Ford, Michael Quinn and Wes Mazurek and former Board of Review Member Ted Varas for coming before City Council and presenting their concerns and for the fine job they have been doing.

City Manager Evans expressed kudos to Accounting / Payables Supervisor Bill Furry and Finance Director Daniel Foecking for receiving the Certificate of Achievement for Excellence in Financial Reporting for the 25<sup>th</sup> year in a row.

Mayor Pro Tem Reid and Mayor Strazdas reflected on the success of the Taste of Portage and Mayor Strazdas noted that there are six new Eagle Scouts, all from Troop 244.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 9:54 p.m.

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James R. Hudson, City Clerk

\*Indicates items included on the Consent Agenda.

**TO:** Honorable Mayor and City Council

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



**SUBJECT:** Accounts Payable Register

**SUPPORTING PERSONNEL:** Daniel Foecking, Director of Finance

**ACTION RECOMMENDED:** That City Council approve the Accounts Payable Register of July 9, 2013 as presented.

**EXECUTIVE SUMMARY:**

Bi-weekly the City Council reviews and approves the Accounts Payable Register that includes checks issued to vendors and the electronic funds transfer register. The time period noted totals of \$756,180.68 for checks issued to vendors and \$384,166.68 for electronic transfers for a total of \$1,140,347.36.

**BACKGROUND INFORMATION:**

Attached please find the Accounts Payable Register for the period June 9, 2013 through June 23, 2013, which is recommended for approval.

**FUNDING:** N/A

**Attachments:** Accounts Payable Register

CHECK DATE CHECK NUMBER VENDOR NAME VENDOR # CHECK AMOUNT

| CHECK DATE | CHECK NUMBER | VENDOR NAME                    | VENDOR # | CHECK AMOUNT |
|------------|--------------|--------------------------------|----------|--------------|
| 06/17/2013 | 285426       | DEVON TITLE & TRUDY BLANCHARD  | 999999   | 5,000.00     |
| 06/17/2013 | 285427       | PETTY CASH-PARKS               | 536      | 453.57       |
| 06/21/2013 | 285428       | AT&T                           | 849      | 6,246.32     |
| 06/21/2013 | 285429       | AT&T                           | 849      | 49.50        |
| 06/21/2013 | 285430       | A T & T LONG DISTANCE          | 4060     | 7.94         |
| 06/21/2013 | 285431       | AAA SLING & INDUSTRIAL SUPPLY  | 1516     | 359.00       |
| 06/21/2013 | 285432       | ALLEGRA PRINT & IMAGING        | 533      | 2,075.95     |
| 06/21/2013 | 285433       | ALLIED MECHANICAL SERVICE      | 974      | 267.50       |
| 06/21/2013 | 285434       | AMALGAM LLC                    | 4674     | 3,500.00     |
| 06/21/2013 | 285435       | AMERICAN PLANNING ASSOCIATION  | 804      | 465.00       |
| 06/21/2013 | 285436       | ANALYTICAL TESTING & CONSULTIN | 2136     | 200.00       |
| 06/21/2013 | 285437       | TODD ARBANAS ENTERPRISES INC.  | 1704     | 1,715.00     |
| 06/21/2013 | 285438       | ARTWEAR APPAREL GRAPHICS, INC. | 3804     | 1,331.50     |
| 06/21/2013 | 285439       | AUTOBODY USA - SOUTHSIDE       | 1060     | 550.00       |
| 06/21/2013 | 285440       | ADP, INC.                      | 3305     | 890.55       |
| 06/21/2013 | 285441       | AUTOMATION DESIGN & ENTERTAINM | 2906     | 212.00       |
| 06/21/2013 | 285442       | B & H FOTO & ELECTRONICS CORP. | 2689     | 231.98       |
| 06/21/2013 | 285443       | BANK OF NEW YORK MELLON        | 3939     | 325.00       |
| 06/21/2013 | 285444       | BARKHOLZ, DANIEL L             | 4871     | 160.00       |
| 06/21/2013 | 285445       | BESCO WATER TREATMENT, INC.    | 3339     | 18.00        |
| 06/21/2013 | 285446       | BEST ONE FLEET SERVICES OF W M | 4817     | 3,591.08     |
| 06/21/2013 | 285447       | BILL'S LOCK SHOP, INC.         | 146      | 267.00       |
| 06/21/2013 | 285448       | BLOOMBERG BUSINESSWEEK         | 999999   | 50.00        |
| 06/21/2013 | 285449       | BLOOMBERG BUSINESSWEEK         | 999999   | 35.00        |
| 06/21/2013 | 285450       | BLUE CROSS/BLUE SHIELD OF MICH | 642      | 105,379.84   |
| 06/21/2013 | 285451       | BORGES HEALTH ALLIANCE         | 151      | 27.00        |
| 06/21/2013 | 285452       | BOULIS, ROB                    | 532      | 113.85       |
| 06/21/2013 | 285453       | BRENT SNYDER CODE SERVICES     | 999999   | 100.00       |
| 06/21/2013 | 285454       | BRODHAGEN, MAUREEN             | 999999   | 150.00       |
| 06/21/2013 | 285455       | BRONSON HEALTHCARE GROUP       | 4813     | 700.00       |
| 06/21/2013 | 285456       | RANDALL L BROWN & ASSOC. PLC   | 2351     | 42.77        |
| 06/21/2013 | 285457       | BROWN, HEATHER                 | 999999   | 100.00       |
| 06/21/2013 | 285458       | BURKE, GREG                    | 532      | 83.21        |
| 06/21/2013 | 285459       | C T S TELECOM, INC.            | 4768     | 674.17       |
| 06/21/2013 | 285460       | CADWELL APPARELL               | 1845     | 117.00       |
| 06/21/2013 | 285461       | CAMPBELL AUTO SUPPLY           | 437      | 36.30        |
| 06/21/2013 | 285462       | CEREAL CITY WINDOW CLEANING    | 636      | 950.00       |
| 06/21/2013 | 285463       | CHARTER COMMUNICATIONS         | 3080     | 110.09       |
| 06/21/2013 | 285464       | CHICAGO TITLE OF MICHIGAN INC  | 999999   | 58.83        |
| 06/21/2013 | 285465       | CHICAGO TITLE OF MICHIGAN, INC | 4785     | 200.00       |
| 06/21/2013 | 285466       | CHRISTENSEN & ASSOCIATES       | 3749     | 850.00       |
| 06/21/2013 | 285467       | CITY OF KALAMAZOO (TRANS MILLA | 4649     | 118.13       |
| 06/21/2013 | 285468       | CITY OF KALAMAZOO TREASURER    | 540      | 33.02        |
| 06/21/2013 | 285469       | CONSUMERS CONCRETE CORP.       | 187      | 522.90       |
| 06/21/2013 | 285470       | CONSUMERS ENERGY               | 743      | 42,365.29    |
| 06/21/2013 | 285472       | CONSUMERS ENERGY-BILL PMT CNT  | 189      | 51,614.59    |
| 06/21/2013 | 285473       | CONWAY, BETH                   | 999999   | 100.00       |
| 06/21/2013 | 285474       | CORPORATE COLORS               | 133      | 306.00       |
| 06/21/2013 | 285475       | CFR CONNECTION OF NORTH AMERIC | 4851     | 208.00       |
| 06/21/2013 | 285476       | CREDIT BUREAU COLLECTION SERV  | 999999   | 49.87        |
| 06/21/2013 | 285477       | CRONIN, MARY ANN               | 999999   | 164.00       |

FROM 06/09/2013 TO 06/23/2013

BANK CODE

\*ALL\*

| CHECK DATE | CHECK NUMBER | VENDOR NAME                    | VENDOR # | BANK CODE | CHECK AMOUNT |
|------------|--------------|--------------------------------|----------|-----------|--------------|
| 06/21/2013 | 285478       | CROSSROADS CAR WASH            | 195      |           | 120.50       |
| 06/21/2013 | 285479       | JOHN DEERE LANDSCAPES          | 4448     |           | 259.22       |
| 06/21/2013 | 285480       | DIGITAL HIGHWAY WIRELESS SOLUT | 4839     |           | 1,075.19     |
| 06/21/2013 | 285481       | JACK DOHENY SUPPLIES INC.      | 69       |           | 1,526.87     |
| 06/21/2013 | 285482       | DUNSMORE, IOIA                 | 999999   |           | 85.00        |
| 06/21/2013 | 285483       | DYKSTRA, RICK                  | 999999   |           | 100.00       |
| 06/21/2013 | 285484       | EMERGENCY VEHICLE PRODUCTS     | 2948     |           | 1,098.71     |
| 06/21/2013 | 285485       | ENGINEERING SUPPLY & IMAGING   | 2615     |           | 1,174.50     |
| 06/21/2013 | 285486       | FAWLEY OVERHEAD DOOR, INC.     | 690      |           | 4,268.00     |
| 06/21/2013 | 285487       | FERRELLGAS, LP                 | 384      |           | 36.00        |
| 06/21/2013 | 285488       | FIDLAR COMPANIES               | 219      |           | 85.05        |
| 06/21/2013 | 285489       | FIRST DUE FIRE SUPPLY CO.      | 4422     |           | 9,835.00     |
| 06/21/2013 | 285490       | FLETCHER ENTERPRISES           | 1399     |           | 2,873.00     |
| 06/21/2013 | 285491       | FOX, KAREN                     | 999999   |           | 100.00       |
| 06/21/2013 | 285492       | FUNKTION                       | 999999   |           | 1,000.00     |
| 06/21/2013 | 285493       | GEIGER, BAILEY                 | 517      |           | 250.00       |
| 06/21/2013 | 285494       | GORDON WATER SYSTEMS           | 464      |           | 17.50        |
| 06/21/2013 | 285495       | GRAHAM FORESTRY SERVICE, INC.  | 999999   |           | 810.00       |
| 06/21/2013 | 285496       | GRASSL, ADAM                   | 598      |           | 17.50        |
| 06/21/2013 | 285497       | GRIFFIN PEST SOLUTIONS, INC.   | 913      |           | 449.00       |
| 06/21/2013 | 285498       | HARTMAN, CHARLES               | 913      |           | 188.00       |
| 06/21/2013 | 285499       | HOADLEY, LEO                   | 4228     |           | 44.00        |
| 06/21/2013 | 285500       | HOCKEY SERVICES                | 2898     |           | 1,535.50     |
| 06/21/2013 | 285501       | HOME DEPOT                     | 691      |           | 838.98       |
| 06/21/2013 | 285502       | HOPE HEALTH                    | 3890     |           | 633.48       |
| 06/21/2013 | 285503       | I H S DISTRIBUTING COMPANY, I  | 3840     |           | 1,575.95     |
| 06/21/2013 | 285504       | INTERNATIONAL CODE COUNCIL, IN | 3244     |           | 56.00        |
| 06/21/2013 | 285505       | JAYBEE SIGNS                   | 4693     |           | 1,000.00     |
| 06/21/2013 | 285506       | JOHN WILEY AND SONS, INC.      | 999999   |           | 99.50        |
| 06/21/2013 | 285507       | JONS TO GO PORTABLE RESTROOM   | 3201     |           | 490.00       |
| 06/21/2013 | 285508       | JUAREZ, LUIS                   | 999999   |           | 100.00       |
| 06/21/2013 | 285509       | KAL COUNTY FIRE CHIEFS ASSOC.  | 1036     |           | 754.98       |
| 06/21/2013 | 285510       | KAL-CREEK APPRAISERS, I.C.     | 4427     |           | 1,250.00     |
| 06/21/2013 | 285511       | KALAMAZOO COUNTY TREASURER     | 514      |           | 4,270.52     |
| 06/21/2013 | 285512       | KALAMAZOO KLASH                | 999999   |           | 100.00       |
| 06/21/2013 | 285513       | KALAMAZOO REG'L EDUC SVS AGENG | 721      |           | 2,082.42     |
| 06/21/2013 | 285514       | KALAMAZOO VALLEY COMMUNITY COL | 230      |           | 991.56       |
| 06/21/2013 | 285515       | KERKSTRA PRECAST, INC.         | 706      |           | 708.00       |
| 06/21/2013 | 285516       | KLOSTERMAN DISTRIBUTING        | 3805     |           | 1,046.52     |
| 06/21/2013 | 285517       | KUIPER BROTHERS MOVING INC.    | 1066     |           | 183.00       |
| 06/21/2013 | 285518       | KZOO TIRE COMPANY              | 564      |           | 2,930.00     |
| 06/21/2013 | 285519       | LAKE MICHIGAN MAILERS, INC.    | 682      |           | 140.55       |
| 06/21/2013 | 285520       | LANDSCAPE FORMS                | 1955     |           | 240.00       |
| 06/21/2013 | 285521       | GANNETT MICHIGAN NEWSPAPERS    | 1271     |           | 711.62       |
| 06/21/2013 | 285522       | LAWSON PRODUCTS, INC           | 240      |           | 1,327.61     |
| 06/21/2013 | 285523       | LEXISNEXIS/MATTHEW BENDER      | 2701     |           | 343.50       |
| 06/21/2013 | 285524       | LINDNER, DAVID                 | 4877     |           | 80.00        |
| 06/21/2013 | 285525       | LOUTHAN, WILLIAM F             | 3021     |           | 258.50       |
| 06/21/2013 | 285526       | M S PRODUCTIONS                | 283      |           | 1,075.00     |
| 06/21/2013 | 285527       | MCCONNELL-MARTIN, MAUREEN      | 999999   |           | 100.00       |
| 06/21/2013 | 285528       | MCDONALD'S TOWING & RESCUE, IN | 728      |           | 251.00       |

| CHECK DATE | CHECK NUMBER | VENDOR NAME                     | VENDOR # | BANK CODE | CHECK AMOUNT |
|------------|--------------|---------------------------------|----------|-----------|--------------|
| 06/21/2013 | 285529       | MCNALLY ELEVATOR CO.            | 256      |           | 105.81       |
| 06/21/2013 | 285530       | MENARDS, INC                    | 258      |           | 51.92        |
| 06/21/2013 | 285531       | MICH MUNICIPAL POLICE & FIRE R  | 4777     |           | 2,435.51     |
| 06/21/2013 | 285532       | MICHIGAN ASSESSOR'S ASSOC.      | 763      |           | 112.50       |
| 06/21/2013 | 285533       | MICHIGAN ASSOC. OF PLANNING     | 649      |           | 75.00        |
| 06/21/2013 | 285534       | MICHIGAN ELECTION RESOURCES, L  | 264      |           | 180.00       |
| 06/21/2013 | 285535       | MICHIGAN MUNICIPAL LEAGUE       | 4515     |           | 133.80       |
| 06/21/2013 | 285536       | MIGALA CARPET ONE, INC.         | 3184     |           | 3,203.24     |
| 06/21/2013 | 285537       | MLIVE MEDIA GROUP               | 89       |           | 1,621.12     |
| 06/21/2013 | 285538       | MORTON, LISA                    | 532      |           | 120.00       |
| 06/21/2013 | 285539       | MOSES FIRE EQUIPMENT, INC.      | 993      |           | 2,271.81     |
| 06/21/2013 | 285540       | MOTYCKA, JAMES                  | 999999   |           | 97.75        |
| 06/21/2013 | 285541       | Nemeth, Suzanne                 | 999999   |           | 73.52        |
| 06/21/2013 | 285542       | A NEW LEAF                      | 635      |           | 85.00        |
| 06/21/2013 | 285543       | NIEWOONDER & SONS INC, E.       | 782      |           | 771.49       |
| 06/21/2013 | 285544       | NORTHERN LAKE SERVICE, INC.     | 4474     |           | 748.00       |
| 06/21/2013 | 285545       | NUTTER, HAROLD                  | 999999   |           | 85.00        |
| 06/21/2013 | 285546       | NYE UNIFORMS                    | 299      |           | 594.93       |
| 06/21/2013 | 285547       | OFFICE DEPOT, INC.              | 1721     |           | 324.02       |
| 06/21/2013 | 285548       | ORPHEUS                         | 4094     |           | 300.00       |
| 06/21/2013 | 285549       | PAPER CENTRAL                   | 2623     |           | 132.00       |
| 06/21/2013 | 285550       | PATESEL, TERRY                  | 4455     |           | 325.50       |
| 06/21/2013 | 285551       | PATTERSON, TREVOR               | 532      |           | 182.89       |
| 06/21/2013 | 285552       | PCM SALES, INC.                 | 4852     |           | 42,507.48    |
| 06/21/2013 | 285553       | PETERS CONSTRUCTION CO.         | 1638     |           | 10,187.07    |
| 06/21/2013 | 285554       | PETTY CASH-CITY HALL            | 767      |           | 168.00       |
| 06/21/2013 | 285555       | PETTY CASH-FIRE                 | 610      |           | 107.88       |
| 06/21/2013 | 285556       | PETTY CASH-PARKS                | 536      |           | 202.20       |
| 06/21/2013 | 285557       | PHILLIPS, KATHY                 | 999999   |           | 85.00        |
| 06/21/2013 | 285558       | PICTOMETRY INTERNATIONAL CORP.  | 3969     |           | 392.00       |
| 06/21/2013 | 285559       | PLANNING & ZONING NEWS          | 999999   |           | 350.00       |
| 06/21/2013 | 285560       | PORTAGE CLEANERS & LAUNDRY      | 1415     |           | 1,550.40     |
| 06/21/2013 | 285561       | PORTAGE DISTRICT LIBRARY        | 810      |           | 438.00       |
| 06/21/2013 | 285562       | PORTAGE PUBLIC SCHOOLS          | 590      |           | 4,481.40     |
| 06/21/2013 | 285563       | POWERPHONE, INC                 | 608      |           | 209.00       |
| 06/21/2013 | 285564       | PROFESSIONAL LAKE MANAGEMENT    | 461      |           | 705.21       |
| 06/21/2013 | 285565       | RATHCO SAFETY SUPPLY, INC.      | 327      |           | 5,000.48     |
| 06/21/2013 | 285566       | REPUBLIC SERVICES OF WEST MICH  | 4443     |           | 42,198.40    |
| 06/21/2013 | 285567       | T. RIDENOUR CONSTRUCTION        | 2570     |           | 2,650.00     |
| 06/21/2013 | 285568       | RIDGE AUTO NAPA                 | 438      |           | 1,057.89     |
| 06/21/2013 | 285569       | RMS ASSET MANAGEMENT SOLUTIONS  | 999999   |           | 50.00        |
| 06/21/2013 | 285570       | ROMENCE GARDENS, INC            | 343      |           | 13.09        |
| 06/21/2013 | 285571       | ROWLEY BROTHERS, INC.           | 346      |           | 787.95       |
| 06/21/2013 | 285572       | SEVERANCE ELECTRIC COMPANY, INC | 353      |           | 3,867.25     |
| 06/21/2013 | 285573       | SHORELINE TOURS & TRAVEL        | 1727     |           | 44,413.50    |
| 06/21/2013 | 285574       | SIRCHIE FINGER PRINT LABORATOR  | 786      |           | 672.95       |
| 06/21/2013 | 285575       | SOCIETY FOR HUMAN RESOURCE MGM  | 3581     |           | 180.00       |
| 06/21/2013 | 285576       | SOIL & MATERIALS ENGINEERS, INC | 1423     |           | 393.65       |
| 06/21/2013 | 285577       | SOURCE TECHNOLOGIES             | 879      |           | 262.00       |
| 06/21/2013 | 285578       | SPRINT                          | 3721     |           | 1,032.47     |
| 06/21/2013 | 285579       | SPRUCE TREES DIRECT LLC         | 4823     |           | 13,064.00    |

FROM 06/09/2013 TO 06/23/2013

BANK CODE

\*ALL\*

| CHECK DATE | CHECK NUMBER | VENDOR NAME                     | VENDOR # | CHECK AMOUNT |
|------------|--------------|---------------------------------|----------|--------------|
| 06/21/2013 | 285580       | STATE OF MICHIGAN               | 999999   | 433.64       |
| 06/21/2013 | 285581       | STATE SYSTEMS RADIO, INC        | 369      | 2,707.03     |
| 06/21/2013 | 285582       | STOUT-SHARP, SUSAN              | 999999   | 150.00       |
| 06/21/2013 | 285583       | SYNERGISTIC ONLINE SOLUTIONS    | 393      | 1,635.00     |
| 06/21/2013 | 285584       | T D S METROCOM, LLC             | 4539     | 3,200.24     |
| 06/21/2013 | 285585       | T S I CONSULTING PARTNERS, INC  | 4899     | 2,750.00     |
| 06/21/2013 | 285586       | T-MOBILE USA INC                | 3665     | 29.99        |
| 06/21/2013 | 285587       | JOHANNA THOMPSON                | 4682     | 2,233.00     |
| 06/21/2013 | 285588       | TOO CLEAN JANITORIAL            | 2220     | 3,530.00     |
| 06/21/2013 | 285589       | TOY BOX STORAGE                 | 3208     | 1,745.10     |
| 06/21/2013 | 285590       | TRACTOR SUPPLY CORP.            | 2817     | 373.07       |
| 06/21/2013 | 285591       | TRAFFIC CONTROL CORP.           | 4880     | 18,811.16    |
| 06/21/2013 | 285592       | TRUCK & TRAILER SPECIALTIES     | 639      | 80,327.00    |
| 06/21/2013 | 285593       | U S BANK                        | 3497     | 112.50       |
| 06/21/2013 | 285594       | UNITED PARCEL SERVICE           | 545      | 24.00        |
| 06/21/2013 | 285595       | VANDERBILT, JOHN                | 668      | 188.00       |
| 06/21/2013 | 285596       | VARNUM, RIDDERING, SCHMIDT & H  | 402      | 14,811.65    |
| 06/21/2013 | 285597       | VERIZON WIRELESS SERVICES, LLC  | 4353     | 1,069.24     |
| 06/21/2013 | 285598       | VINCENT SOO & CO.               | 4653     | 500.00       |
| 06/21/2013 | 285599       | WALMART                         | 999999   | 100.00       |
| 06/21/2013 | 285600       | WASTE MANAGEMENT                | 1775     | 134,000.00   |
| 06/21/2013 | 285601       | WATKINS, GREG                   | 4231     | 225.00       |
| 06/21/2013 | 285602       | WEST MICHIGAN STAMP & SEAL, INC | 415      | 43.40        |
| 06/21/2013 | 285603       | WHITLOCK BUSINESS SYSTEMS, INC  | 4868     | 4,962.31     |
| 06/21/2013 | 285604       | WINDEMULLER ELECTRIC, INC.      | 3061     | 4,138.96     |
| 06/21/2013 | 285605       | WITMER PUBLIC SAFETY GROUP      | 4089     | 278.00       |
| 06/21/2013 | 285606       | WYOMING ASPHALT PAVING CO. INC  | 1222     | 1,905.04     |
| 06/21/2013 | 285607       | WYRICK, JENNIFER                | 999999   | 100.00       |
| 06/21/2013 | 285609       | XEROX CORPORATION               | 2684     | 667.24       |
| 06/21/2013 | 285610       | ZESIGER, MARY                   | 999999   | 8.05         |
| 06/21/2013 | 285611       | 90TH DISTRICT COURT             | 999999   | 300.00       |

DATE RANGE TOTAL \*

756,180.68 \*

PREPARED 06/26/2013, 14:53:46  
 PROGRAM: GMI76L  
 CITY OF PORTAGE

ELECTRONIC FUNDS TRANSFER REGISTER  
 FROM: 06/09/2013 TO: 06/23/2013

| PAYMENT NO | VENDOR NAME                         | TRANSFER DATE | AMOUNT     |
|------------|-------------------------------------|---------------|------------|
| 2056       | AMERICAN SAFETY & FIRST AID         | 06/21/2013    | 228.18     |
| 2057       | APOLLO FIRE EQUIPMENT COMPANY       | 06/21/2013    | 912.00     |
| 2058       | BEEBE, RON                          | 06/21/2013    | 399.50     |
| 2059       | BELL EQUIPMENT COMPANY              | 06/21/2013    | 1,254.39   |
| 2060       | BLUE CARE NETWORK-GREAT LAKES       | 06/21/2013    | 68,292.11  |
| 2061       | BRENNER OIL CO.                     | 06/21/2013    | 19,756.21  |
| 2062       | C C I SOUTH, INC.                   | 06/21/2013    | 97.00      |
| 2063       | C D W GOVERNMENT, INC.              | 06/21/2013    | 965.73     |
| 2064       | CARRIER & GABLE                     | 06/21/2013    | 1,895.20   |
| 2065       | CLEAN EARTH ENVIRONMENTAL SERV      | 06/21/2013    | 2,060.20   |
| 2066       | CONTINENTAL LINEN SERVICES          | 06/21/2013    | 32.25      |
| 2067       | CROWN TROPHY                        | 06/21/2013    | 901.00     |
| 2068       | DELTA DENTAL PLAN OF MI             | 06/21/2013    | 19,720.27  |
| 2069       | E J USA, INC.                       | 06/21/2013    | 1,743.82   |
| 2070       | ESPER ELECTRIC, LTD                 | 06/21/2013    | 19,900.00  |
| 2071       | FORSHEE, MARK                       | 06/21/2013    | 308.00     |
| 2099       | HARTFORD LIFE INSURANCE COMPANY     | 06/21/2013    | 7,685.27   |
| 2072       | INDUSCO SUPPLY CO., INC.            | 06/21/2013    | 550.54     |
| 2073       | IRISH AYRES ENTERPRISES, LLC        | 06/21/2013    | 990.00     |
| 2074       | J B PRINTING COMPANY                | 06/21/2013    | 992.25     |
| 2075       | KOPEC, CASEY                        | 06/21/2013    | 180.00     |
| 2076       | KUSHNER & COMPANY, INC.             | 06/21/2013    | 731.88     |
| 2077       | MALZ, DONALD                        | 06/21/2013    | 67.50      |
| 2078       | MAURER'S TEXTILE RENTAL SERVICES    | 06/21/2013    | 158.06     |
| 2079       | MCCARTHY SMITH LAW GROUP, PLC       | 06/21/2013    | 5,246.70   |
| 2080       | MEDEMA, TIMOTHY                     | 06/21/2013    | 104.00     |
| 2081       | MORRIS, JOY E                       | 06/21/2013    | 120.00     |
| 2082       | NON-DESTRUCTIVE TESTING GROUP       | 06/21/2013    | 1,389.30   |
| 2083       | ONE WAY PRODUCTS, INC.              | 06/21/2013    | 485.28     |
| 2084       | ORTNER, RICHARD                     | 06/21/2013    | 160.00     |
| 2085       | PACIFIC TELEMGTM SERV, JAROTH INC   | 06/21/2013    | 303.00     |
| 2086       | POULIOT, GRETCHEEN                  | 06/21/2013    | 60.00      |
| 2087       | PRECISION PRINTER SERVICES INC      | 06/21/2013    | 722.10     |
| 2088       | QUALITY AIR HEATING & COOLING, INC. | 06/21/2013    | 61.14      |
| 2089       | RESIDENTIAL PLUMBING SERVICES, INC  | 06/21/2013    | 180.50     |
| 2090       | ROBERTS, CHARLES D                  | 06/21/2013    | 141.00     |
| 2091       | SNELL, DEBRA                        | 06/21/2013    | 120.00     |
| 2092       | SUBURBAN MECHANICAL                 | 06/21/2013    | 295.18     |
| 2093       | UNITED WATER ENVIRONMENTAL SERVICES | 06/21/2013    | 167,775.40 |
| 2094       | VANDERBERG, WARD M                  | 06/21/2013    | 188.00     |
| 2095       | WEST, STEVE                         | 06/21/2013    | 292.00     |
| 2096       | WIGHTMAN & ASSOCIATES, INC.         | 06/21/2013    | 28,925.63  |
| 2097       | WIGHTMAN & ASSOCIATES, INC.         | 06/21/2013    | 27,420.01  |
| 2098       | WINGFOOT COMMERCIAL TIRE            | 06/21/2013    | 384,166.68 |
|            | GRAND TOTAL:                        |               |            |

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** FY 2013-14 Community Development Block Grant and General Fund Contracts

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

**ACTION RECOMMENDED:** That City Council approve:

- a. the Fiscal Year 2013-14 Community Development Block Grant Fund contracts;
- b. General Fund human/public services contracts; and, authorize the City Manager to execute all documents on behalf of the city.

**EXECUTIVE SUMMARY:**

Procedurally, City Council must approve the contracts with those agencies receiving Community Block Grant (CDBG) Funds and General Fund moneys for the programs and services provided by the agencies. Accordingly, the appropriate contracts are now presented for Council approval.

**BACKGROUND INFORMATION:**

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 2013-14 contain conditions for use of federal CDBG and city funds, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2013-14 city budget, these seven contracts, include:

| <u>Fund</u> | <u>Agency</u>                             | <u>Amount</u> |
|-------------|---|---------------|
| General     | Catholic Charities - the ARK              | \$9,200       |
| General     | Gryphon Place                             | \$2,027       |
| General     | Housing Resources, Incorporated           | \$17,665      |
| General     | YWCA                                      | \$8,695       |
| General     | Portage Community Center                  | \$83,650      |
| CDBG        | Portage Community Center                  | \$34,844      |
| CDBG        | Fair Housing Center of Southwest Michigan | \$2,000       |

The contracts have been prepared by the Department of Community Development, as well as reviewed and approved as to form by the City Attorney. It is recommended that City Council approve the seven contracts and authorize the City Manager to execute the documents on behalf of the city.

**FUNDING:** As noted above.

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

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
CATHOLIC CHARITIES - THE ARK  
FY 2013-14**

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 Charities - 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, 2013** and shall terminate on **June 30, 2014** 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 of 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, 2014 and July 14, 2014.

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 14) equal to one-half of the General Fund appropriation of **Nine Thousand Two Hundred Dollars (\$9,200.00)**. 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 CHARITIES - THE ARK**  
1819 Gull Road, Kalamazoo, MI 49048

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

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Robert Wheeler, 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 6/25/13  
          
CITY ATTORNEY

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

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
GRYPHON PLACE  
FY 2013-14**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2013** and shall terminate on **June 30, 2014** as to funds to be provided. All services to be provided by Gryphon Place and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: Gryphon Place agrees to provide the following services to those residents in the city who meet established eligibility requirements:

2-1-1 Service, which includes:

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

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

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

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

- V. Reports: Gryphon Place agrees to provide the city with Status Reports for the term of this Agreement. Gryphon Place agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the “services to be provided” section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of Revenues, expenditures, and changes in fund balance.
  - c. A listing of any new projects or programs undertaken which have not been identified in the “services to be provided” section of this Agreement.
  - d. Reports are due by January 6, 2014 and July 14, 2014.

- VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 6 and July 14) equal to one-half of the General Fund appropriation of **Two Thousand Twenty-Seven Dollars (\$2,027.00)**. Payments shall be made directly to Gryphon Place. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Gryphon Place has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Gryphon Place in default for breach of the Agreement and hold Gryphon Place liable.

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

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

- VIII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute

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

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

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

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

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

XII. Other Terms:

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

**SIGNED BY:**

**GRANTEE/CONTRACTOR: GRYPHON PLACE**

3245 South 8<sup>th</sup> Street, Kalamazoo, MI 49009

**BY:**

**DATE:**

Blaine Lam, Interim Executive Director

**BY:**

**DATE:**

Cindy Gaines, 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

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

DATE 6/25/13

RES

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CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
HOUSING RESOURCES, INC.  
FY 2013-14**

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, 2013** and shall terminate on **June 30, 2014** 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 Homelessness Prevention and Rapid Re-housing services to those residents in the city who meet established eligibility requirements, which includes:
- Housing crisis intervention;
  - Preventing eviction with back rent payments and other emergency financial management;
  - Provision of financial literacy education and management;
  - Assistance in locating and securing new sustainable housing;
  - Payment of rental subsidies; and
  - Housing quality standard inspections, amongst other services.

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

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

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

independent CPA to audit HRI books to determine whether there has been compliance with this Agreement.

- IV. Reports: HRI agrees to provide the city with Status Reports for the term of this Agreement. HRI agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
  - b. Financial Statements, including:
    - (1) Balance Sheet
    - (2) Statement of Revenues, expenditures, and changes in fund balance.
  - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
  - d. Reports are due by January 6, 2014 and July 14, 2014.
- 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 14) equal to one-half of the General Fund appropriation of **Seventeen Thousand Six Hundred Sixty-five Dollars (\$17,665.00)**. Payments shall be made directly to HRI. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that HRI has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat HRI in default for breach of the Agreement and hold HRI liable.

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

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

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

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

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

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

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

**XI. Other Terms:**

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

**SIGNED BY:**

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

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

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Michelle A. Davis, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Claudia Wink-Basing, 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 6/25/13  
R17  
CITY ATTORNEY

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

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
YWCA OF KALAMAZOO, MICHIGAN  
FY 2013-14**

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, 2013** and shall terminate on **June 30, 2014** as to funds to be provided. All services to be provided by the YWCA and payments made by the city are to be made in accordance with the provisions hereof.
  
- II. Services to be Provided: The YWCA agrees to provide the following services to those residents in the city who meet established eligibility requirements:
  1. Domestic Assault Program - \$5,652: 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 - \$3,043: 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.

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, 2014 and July 14, 2014.
- 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 145) equal to one-half of the General Fund appropriation of **Eight Thousand Six Hundred Ninety-five Dollars (\$8,695.00)**. 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:** \_\_\_\_\_  
Mary McLean, Interim Chief Executive Officer

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Wendy VanPeenan, 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 6/25/13  
*DeW*  
\_\_\_\_\_  
CITY ATTORNEY

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

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2013-2014**

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, 2013** and shall terminate on **JUNE 30, 2014**. 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 (\$83,650): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:

1. Youth Development: \$35,551
  - Tutoring
  - Shop Lifting Prevention for 5<sup>th</sup> Graders
  - Middle and High School Programming- After School and Summer
  - Community Service & Volunteerism
  - Substance Abuse Programming
  - Children's Holiday Program
  - Information & Referral
2. Community Collaboration: \$29,947
  - Information and Referral/Resource Link
  - Host Agency Services
    - Kalamazoo County Health and Community Services Department
    - American Red Cross and Michigan Blood
    - Kalamazoo County Bar Association
    - Self Help Groups
    - Retail Fraud Diversion
    - Misc. others
3. Emergency Assistance: \$18,152

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 four (4) 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, 2013, January 6, 2014, April 14, 2014 and July 14, 2014. 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 **Eighty Three Thousand Six Hundred Fifty (\$83,650.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

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

Contract shall not be subject to any withholding for tax, social security or other purposes; nor shall PCC, its officers, agents or employees or any subcontractors or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance or unemployment compensation or the like from the city.

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

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

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

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

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

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

XIII. Other Terms:

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

**SIGNED BY:**

**GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER**  
325 East Centre Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Diane Schrock, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Lori Knapp, 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 6/25/13  
RA  
CITY ATTORNEY

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

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE PORTAGE COMMUNITY CENTER  
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2013-14**

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, 2013** and shall terminate on **JUNE 30, 2014**. 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 - \$31,344
    - Food and Financial Assistance
    - Clothing Bar
    - Holiday Food Baskets
  2. Transportation Assistance Program - \$2,000
  3. Youth Recreation Scholarship Program - \$1,500

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 for a period not less than four (4) years after the date of the submission of the annual performance and evaluation report in which the activity is reported (i.e. September 30, 2017). 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> |
|--------------------------|-----------------|
| 7/1/13 through 9/30/13   | 10/15/13        |
| 10/1/13 through 12/31/13 | 1/6/14          |
| 1/1/14 through 3/31/14   | 4/14/14         |
| 4/1/14 through 6/30/14   | 7/14/14         |

Each report shall include the following:

- a. Cover letter listing official project title, time period of reports, over view 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.

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 **Thirty Four Thousand Eight Hundred Forty-Four Dollars (\$34,844.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVII. Suspension and Termination: In accordance with 24 CFR 85.43, suspension or termination may occur if the sub-recipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

**SIGNED BY:**

**GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER**  
325 East Centre Avenue, Portage, MI 49002

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Diane Schrock, Executive Director

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Lori Knapp, 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 6/25/13  
RE  
CITY ATTORNEY

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

## Income limits for CDBG Funded Program, effective December 11, 2012

### Kalamazoo County – Median Income \$63,200 (family of four)

| Household Size | Extremely Low Income - 30% of Median HH | Very Low Income - 50% of Median HH | Low Income - 80% of Median HH |
|----------------|---|------------------------------------|-------------------------------|
| 1 Person       | \$13,100                                | \$21,850                           | \$34,900                      |
| 2 Person       | \$15,000                                | \$24,950                           | \$39,900                      |
| 3 Person       | \$16,850                                | \$28,050                           | \$44,900                      |
| 4 Person       | \$18,700                                | \$31,150                           | \$49,850                      |
| 5 Person       | \$20,200                                | \$33,650                           | \$53,850                      |
| 6 Person       | \$21,700                                | \$36,150                           | \$57,850                      |
| 7 Person       | \$23,200                                | \$38,650                           | \$61,850                      |
| 8 Person       | \$24,700                                | \$41,150                           | \$65,850                      |

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: 2013-14**

| 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: 2013-14**

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

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

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

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

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

**OMB Circular No. A-122**

**OMB Circular No. A-110**

**CONTRACT BETWEEN THE CITY OF PORTAGE AND  
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN  
FAIR HOUSING SERVICES: CDBG FUND FY 2013-14**

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, 2013** and shall terminate on **JUNE 30, 2014**. 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 East 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 2013-14 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 2014.
  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 2014. 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 2014.
  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 2014. 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 for a period not less than four (4) years after the date of the submission of the annual performance and evaluation report in which the activity is reported (i.e. September 30, 2017). 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> |
|-------------------------|-----------------|
| 7/1/13 through 12/31/13 | 1/6/14          |
| 1/1/14 through 6/30/14  | 7/14/14         |

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.

**XIX. Suspension and Termination:** In accordance with 24 CFR 85.43. suspension or termination may occur if the sub-recipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

**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 6/25/13  
[Signature]  
CITY ATTORNEY

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

**OMB Circular No. A-122**

**OMB Circular No. A-110**

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Transfer Location of Resort Class C Liquor License

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

**ACTION RECOMMENDED:** That City Council support the request from Wiitanen Enterprises, Inc., to transfer location of the Resort Class C Liquor License with Sunday Sales Permit (PM), Entertainment Permit, Outdoor Service (1 Area), Specific Purpose Permit (Food) and (2) Bars, issued under MCL 436.1531(2) to the newly constructed building at 9136 Shaver Road, Portage, MI 49002, Kalamazoo County (Mulligan's Grill and Sports Bar), from the razed building at the same address.

**EXECUTIVE SUMMARY:**

The owners of Mulligan's Grill & Sport Bar are requesting the transfer of the referenced liquor license from the razed facility at 9136 Shaver Road to the new building that has been constructed at the same address.

**BACKGROUND INFORMATION:**

Reviews were recently completed by the Community Development, Finance and Public Safety Departments for this request with approvals from each. Therefore, it is recommended that City Council support the request from Wiitanen Enterprises, Inc., to transfer location of the Resort Class C Liquor License with Sunday Sales Permit (PM), Entertainment Permit, Outdoor Service (1 Area), Specific Purpose Permit (Food) and (2) Bars, issued under MCL 436.1531(2) to the newly constructed building at 9136 Shaver Road, Portage, MI 49002, Kalamazoo County (Mulligan's Grill and Sports Bar), from the razed building at the same address.

**FUNDING:** N/A

**Attachments:** June 3, 2013 Letter from the Michigan Liquor Control Commission  
Department of Licensing and Regulatory Affairs Summary Sheet



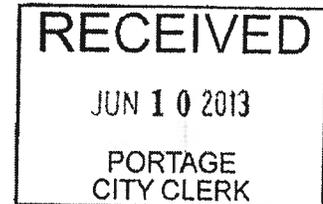
RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
MICHIGAN LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRMAN

STEVE ARWOOD  
DIRECTOR

June 3, 2013

City Clerk  
City of Portage  
7900 S, Westnedge Ave  
Portage, MI 49002



The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID#:** 702649

**Transfer location of Resort Class C**

**Name of applicant(s):** Wiltanen Enterprises, Inc.

**Business address and phone:** 9136 Shaver, Portage, MI 49002, Kalamazoo County

**Home address and phone number of partner(s)/subordinates:**

Robert Wiltanen Jr., no address and number listed

Tiffany Wiltanen, no address and number listed

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011



**Business Id - 164197**  
**Applicant/Licensee - WIITANEN ENTERPRISES, INC.**  
**DBA Name - MULLIGAN'S GRILL & SPORT'S BAR**  
**Address - 9136 SHAVER PORTAGE, MI 49002**

**Request Details**

| Request Id             | Status  | Transaction   | Transaction Completion Date |
|------------------------|---------|---|-----------------------------|
| <a href="#">702649</a> | Pending | TRANSFER LOCATION 2013 RESORT CLASS C LICENSE WITH SUNDAY SALES PERMIT (PM), ENTERTAINMENT PERMIT, OUTDOOR SERVICE (1 AREA), SPECIFIC PURPOSE PERMIT (FOOD) AND (2) BARS, ISSUED UNDER MCL 436.1531(2), TO NEW BUILDING, SAME ADDRESS |                             |

[Re-Query](#)

[Return](#)

Michigan Liquor Control Commission

Lansing, MI 48909-7505

Ph: 517-322-1400

Fx: 517-322-6137

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**TO:** Honorable Mayor and City Council

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

A handwritten signature in blue ink, appearing to read "MSE", is written over the "FROM:" line and extends slightly into the "TO:" line.

**SUBJECT:** Closed Session

A closed session is requested immediately following the regularly scheduled Council meeting of Tuesday, July 9, 2013. The purpose of this closed session is to discuss a personnel matter. City Council will reconvene in public session subsequent to completion of the closed session.



**TO:** Honorable Mayor and City Council

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

**SUBJECT:** City Ordinance Amendment

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

**ACTION RECOMMENDED:** That City Council adopt the proposed amendment to the *City of Portage Code of Ordinances* by adding *Article 9, Midwest Energy Cooperative Franchise to Chapter 14, Business, Sections 14-192 through 14-202.*

**EXECUTIVE SUMMARY:**

The franchise agreement between Midwest Energy and the City of Portage for service of electric power has expired. The agreement was for a small area in the southwest quadrant of the city servicing approximately 300 residents. The City Administration has been working with Midwest on negotiating a new franchise agreement and presents a proposed new agreement for Council's adoption.

**BACKGROUND INFORMATION:**

The proposed amendment to the Code of Ordinances regarding Midwest Energy for *Article 9, Midwest Energy Cooperative Electric Franchise to Chapter 14, Businesses* to the *City of Portage Code of Ordinance* has returned to City Council for final adoption.

Following Council's first reading at the June 11, 2013 regular meeting, public notification was posted on the city website and published in the Kalamazoo Gazette on June 14, 2013. To date, no public comment has been received.

Therefore, it is recommended that City Council adopt the proposed amendment to *the City of Portage Code of Ordinances* by adding *Article 9, Midwest Energy Cooperative Electric Franchise to Chapter 14, Businesses, Sections 14-192 through 14-202.*

**FUNDING:** N/A

**Attachments:** June 11, 2013 Communication from the City Manager

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** City Ordinance Amendment

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

**ACTION RECOMMENDED:** That City Council accept for first reading the proposed amendment to the *City of Portage Code of Ordinances* by adding *Article 9, Midwest Energy Cooperative Franchise* to *Chapter 14, Business, Sections 14-192 through 14-202*, place the ordinance on file for public inspection and consider final adoption on July 9, 2013.

**EXECUTIVE SUMMARY:**

The franchise agreement between Midwest Energy and the City of Portage for service of electric power has expired. The agreement was for a small area in the southwest quadrant of the city servicing approximately 300 residents. The City Administration has been working with Midwest on negotiating a new franchise agreement and presents a proposed new agreement for Council's consideration for first reading.

**BACKGROUND INFORMATION:**

While Consumers Energy Company supplies electric power to nearly all customers in the City of Portage, Midwest Energy Cooperative services a small area in the southwest quadrant of the city. Currently, Midwest Energy Cooperative services approximately 300 residences within the City of Portage.

The City of Portage originally granted Midwest Energy Cooperative a franchise on June 10, 1969, which has since expired. The City Administration has worked with representatives of the Cooperative and recommends adding *Article 9, Midwest Energy Cooperative Electric Franchise* to *Chapter 14, Businesses* to the *City of Portage Code of Ordinance*. Doing so will provide the company the authority to continue supplying electric power to this small area in the southwest quadrant of the city. In light of recent tree trimming concerns, advance notification and clean up of areas targeted for future tree trimming have been addressed in the ordinance and Midwest Energy Cooperative is in agreement with the proposed provisions.

It is recommended that City Council accept for first reading the proposed amendment to *the City of Portage Code of Ordinances* by adding *Article 9, Midwest Energy Cooperative Electric Franchise* to *Chapter 14, Businesses, Sections 14-192 through 14-202*, place the ordinance on file for public inspection and consider final adoption on July 9, 2013.

**FUNDING:** N/A

**Attachments:** Ordinance – Midwest Energy Cooperative / First Reading  
Map

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CITY OF PORTAGE, MICHIGAN  
BY ADDING ARTICLE 9 OF CHAPTER 14  
BUSINESSES**

**THE CITY OF PORTAGE ORDAINS:**

**That Chapter 14 shall be amended to add the following:**

**ARTICLE 9. MIDWEST ENERGY COOPERATIVE ELECTRIC FRANCHISE.**

**Section 14-192. Grant; term.**

The City of Portage, Kalamazoo County, Michigan, hereby grants the right, power and authority to Midwest Energy Cooperative, a Michigan corporation, its successors and assigns, hereinafter called the "grantee" to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances, for the purpose of transmitting, transforming and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business in the City of Portage, Kalamazoo County, Michigan for a period of 30 years. Said local business to be limited to the territory grantee is permitted to operate within in accordance with Michigan law and the Michigan Public Service Commission.

**Section 14-193. Consideration.**

In consideration of the rights, powers and authority hereby granted, said grantee shall faithfully perform all things required by the terms hereof.

**Section 14-194. Conditions.**

- a. The grantee and its contractors and subcontractors shall not unduly burden or interfere with the present or future use of any of the highways, streets, alleys, bridges, waterways and other public places (hereinafter called "right-of-ways ") within the city. The grantee and its contractors and subcontractors shall at the grantee's sole cost and expense, repair the same and leave it in as good condition as before the opening or excavation was made. The grantee has the right to trim and remove trees that are located within the public right-of-way, if necessary in the conducting of such business, subject, however, to all applicable city ordinances and standards. Grantee shall remove all vegetation, branches, stumps, brush and other remains from the public right-of-way within a reasonable time after the work is completed. The grantee and its contractors and subcontractors shall complete such repair within the time specified on the permit issued by the city. In the event that the grantee and its contractors and subcontractors fail to make such repairs within the time specified on the permit,

the city shall be entitled to complete the repair and the grantee shall pay the reasonable costs of the city for such repair.

b. Except in emergencies, no public right-of-way shall be opened for the installation or repair, on any of grantee's facilities, unless an application is made to the city stating the nature of the proposed work and the route and upon obtaining a right-of-way permit pursuant to applicable city ordinances. Before any installation or work in a public right-of-way is commenced, grantee must secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the city or other governmental entity as is required by law. No permit shall be issued, unless the location and depth of grantee's facilities within the public right-of-way are identified at the time of application.

c. The grantee and its contractors and subcontractors shall, at the grantee's own cost and expense, protect, support, disconnect, relocate in or remove from the public right-of-ways, any of its facilities when required to do so by the city, due to street or other public excavation, construction, repair, grading, regrading; the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; the construction, vacation or relocation of streets pursuant to the city's discharge of a governmental function; or other public improvements by the city.

d. Grantee's representative shall attend, when requested by the city, preconstruction meetings conducted by the city in connection with any public improvement projects in the public right-of-ways in the city, which may affect any of grantee's facilities. Grantee's representative shall notify the city and its contractors of any conditions of grantee's facilities which may affect the project and grantee shall make provisions, as necessary, to prevent its facilities (or their condition) from delaying or otherwise interfering with the project.

e. Any easements over or under private property, necessary for the construction, repair or maintenance of grantee's facilities, shall be arranged and paid for by grantee. Any easement over or under property owned by the city, other than the public right-of-ways, shall be separately negotiated with the city. The city shall be under no obligation to grant such easements. The foregoing shall not be construed to negate or limit, in any way, grantee's right or ability to exercise its power of eminent domain, pursuant to state law as it may presently exist, or may hereafter be amended.

f. The grantee and its contractors and subcontractors shall comply with all zoning and land use regulations, as may now exist or may hereafter be amended.

g. The city may remove or damage grantee's facilities as reasonably necessary in the case of fire, disaster or other emergencies, as determined by the city manager, police chief or fire chief. In such event, neither the city nor any

agent, contractor, or employee thereof, acting at the direction of the city, shall be liable to grantee for any damage caused to the grantee or its facilities.

h. Grantee shall keep reasonably accurate, complete and current maps and records of its facilities. If the city or its contractors are working the public right-of-ways in the vicinity of grantee's facilities, grantee agrees, if requested by the city, to furnish maps and/or records of the specific area requested. Nothing herein shall be construed to modify the requirements of or the parties obligations under the Miss Dig Act (MCL 460.701 et seq.) as it now exists or may hereafter be amended.

i. The grantee shall give the grantor a minimum of ninety (90) calendar days written notice prior to any and all work to be performed within the public right-of-way as well as ninety (90) days written notice to the owners of all property which abut or is located across a public street from where any work is being performed by grantee in the public right of way. Grantee may obtain, at no cost from grantor, a list of the names and addresses of the owners of all property which abut or is across the street from where any work is performed by grantor in the public right of way. The grantee shall contemporaneously provide a copy of such notice to grantor. The notices required in this subsection are not necessary in the case of fire, disaster or other emergency. Such notice to grantor shall be directly to the City Manager with a copy to the Director of Parks, Recreation and Public Services and to the Director of Transportation and Utilities. Work shall include all excavation, tree and/or vegetation trimming or removal, utility installation or other work which would require use and/or occupation of the public right-of-way, or may impact the right-of-way or pedestrian or vehicular travel.

#### **Section 14-195. Hold Harmless.**

The grantee and its contractors and subcontractors shall use due care at all times in exercising the privileges herein contained. The grantee shall hold harmless, defend and indemnify the city and its officers, agents, and employees from and against all costs, claims, damages, liabilities, expenses, judgments and proceedings of whatever nature including, without limitation, attorney's fees arising from the grantee's exercise of its rights pursuant to this ordinance (whether by the grantee or the grantee's contractor or subcontractors). Notwithstanding the foregoing, grantee shall not be required to hold harmless, defend and indemnify the city and its officers, agents, and employees from and against any costs, claims, damages, liabilities, expenses, judgments and proceedings of whatever nature which arise out of the gross negligence or intentional misconduct of the city and its officers, agents and employees.

#### **Section 14-196. Franchise not exclusive.**

The rights, power and authority herein granted are not exclusive.

**Section 14-197. Revocation.**

The franchise granted by this ordinance is subject to revocation by the grantor for just cause upon 60 days written notice to the grantee. Just cause shall mean a material violation of this ordinance by the grantee after receipt of a written notice of the violation from the grantor and the failure of the grantee to cure the violation within 30 days of the notice.

**Section 14-198. Michigan Public Service Commission, jurisdiction.**

If required by applicable law, grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, or any other state or federal agency, applicable to electric service in said city.

**Section 14-199. No liability.**

- a. The city, its agents, employees and contractors, are not liable to grantee or to grantee's customers for any interference with or disruption in the operation of grantee's electrical system, or for any damages arising out of grantee's use of the public rights-of-way.
- b. Nothing herein contained constitutes, nor should the same be construed as, a waiver of any governmental immunity otherwise provided to the city, its agents, employees, officers, or representatives as provided for under common law or statute.

**Section 14-200. No assignment.**

Grantee may not assign this agreement to any other person, firm or corporation without the prior written approval of the city except that assignment to a corporate affiliate of grantee, which corporate affiliate is controlled by grantee, will not be considered an assignment for the purposes of this agreement. The city may not unreasonably withhold its consent to an assignment if the assignee is financially able to carry out the grantee's obligations under this agreement.

**Section 14-201. Compliance with laws.**

Grantee and its contractors and subcontractors shall comply with all applicable laws, statutes, ordinances, rules and regulations regarding the installation, construction, ownership or use of the grantee's electrical system, whether federal, state or local, now in force or which are later promulgated. Further, grantee shall be subject to the provisions of the City of Portage Charter, Chapter 13, Utility Franchises and Municipal Utilities.

**Section 14.202. Effective Date.**

This ordinance shall take effect upon the date of publication thereof; provided, however, it shall cease and be of no effect after 60 days from its adoption unless within said period the grantee shall accept the same in writing filed with the city clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said city and said grantee.

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

\_\_\_\_\_  
Peter J. Strazdas, Mayor

FIRST READING:  
SECOND READING:  
ORDINANCE #:  
EFFECTIVE DATE:

CERTIFICATION

I, James R. Hudson, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

PREPARED BY:  
Randall L. Brown (P34116)  
Portage City Attorney  
1662 East Centre Avenue  
Portage, MI 49002  
(269) 323-8812

Approved as to Form:

Date: 3/21/13  
KW

\_\_\_\_\_  
City Attorney

**FIRST READING  
CITY OF PORTAGE, MICHIGAN  
NOTICE**

**TO THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND  
ALL OTHER INTERESTED PERSONS.**

NOTICE IS HEREBY GIVEN, that an Ordinance to amend Chapter 14, Businesses, by adding Article 9, Midwest Energy Cooperative Electric Franchise, of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on \_\_\_\_\_, 2013, and that the Council will hold a public hearing on the proposed amendment at the Portage City Hall in said City on \_\_\_\_\_, 2013, at 7:30 p.m. or as soon thereafter as may be heard.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment is summarized as follows:

The ordinance grants to Midwest Energy Cooperative an electric franchise to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances, for the purpose of transmitting, transforming and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business in the City of Portage, Kalamazoo County, Michigan for a period of 30 years.

PLEASE TAKE FURTHER NOTICE that copies of said proposed ordinance amendment may be examined at the City Hall, 7900 South Westnedge Avenue, Portage, Michigan 49002, on any business day except public and legal holidays from and after publication of this Notice from 8:00 a.m. and 5:00 p.m.

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

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



**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Fireworks Regulation

**SUPPORTING PERSONNEL:** Brian J. Bowling, Deputy City Manager

**ACTION RECOMMENDED:** That City Council amend the Code of Ordinances to include *Article 7, Consumer Fireworks, of Chapter 34 Fire Prevention and Protection.*

**EXECUTIVE SUMMARY:**

In 2012, Michigan municipalities expressed concerns to State elected officials in regard to changes to the Fireworks Safety Act that impacted communities in regard to the regulation of fireworks during national holidays (i.e. 4<sup>th</sup> of July, New Year's eve, etc.). As a result of these concerns, amendments to the legislation were recently enacted to allow more local control over the use of fireworks. Council adopted an emergency ordinance to address immediate concerns, as well as to provide additional time for consideration of a comprehensive fireworks ordinance.

**BACKGROUND INFORMATION:**

Article 3, Section 50-82 of the Portage City Code provides that no person shall fire, discharge, display, possess or sell fireworks, except those which are permitted by state law and this Code. As will be recalled, in 2012 the sale of consumer fireworks was permitted in the state of Michigan and the ability of cities to regulate the use of consumer fireworks was severely restricted during the 72 hours surrounding a national holiday. Although the city retained the ability to apply its Noise Ordinance in response to complaints regarding the use of fireworks, enforcement of the Noise Ordinance is generally dependent upon the facts and circumstances associated with each case, which can be problematic in these situations.

Following recently adopted amendments to the Fireworks Safety Act providing authority to local units of government to regulate the use of consumer fireworks, the City Council enacted an emergency ordinance to prohibit the discharge of fireworks between the hours of 8 a.m. to 1 a.m. from June 26, 2013 to September 10, 2013. A violation of any provision of the ordinance results in a civil infraction punishable by a fine of up to \$100. Additionally, a person found responsible for violation of the ordinance would be required to reimburse the city for storing, disposing of or destroying consumer fireworks that were confiscated for a violation of this ordinance.

To enable the city to most effectively address complaints at all times concerning the discharge of consumer fireworks, adoption of the Fireworks Ordinance is recommended.

**FUNDING:** N/A

**Attachments:** Proposed Fireworks Ordinance

**[ORDINANCE FOR ADOPTION]**

**ORDINANCE TO  
AMEND THE CODE OF ORDINANCES  
OF THE CITY OF PORTAGE, MICHIGAN  
BY ADDING ARTICLE 7, CONSUMER FIREWORKS, OF CHAPTER 34  
FIRE PREVENTION AND PROTECTION  
AND BY REPEALING SECTION 50-82, FIREWORKS, OF ARTICLE 3, OFFENSES AGAINST  
PUBLIC SAFETY, OF CHAPTER 50**

**THE CITY OF PORTAGE ORDAINS:**

**That Chapter 34 shall be amended as follows:**

**ARTICLE 7. CONSUMER FIREWORKS.**

**Sec. 34-157. Purpose.**

1. Since the adoption of the Michigan Fireworks Safety Act, MCLA 28.451, *et. seq.*, which has legalized the sale, possession and use of consumer fireworks in Michigan with some restrictions, there has been disruptions to the peace and quiet in areas of the city resulting in a negative impact to the quality and life of the city's residents. An amendment to this Act now permits greater local regulation over the use and regulation of consumer fireworks. This ordinance enables the City to effectively exercise that authority.
2. The purpose of this Article is to provide for the regulation of the ignition, discharge and use of consumer fireworks within the city of Portage, as permitted under the Michigan Fireworks Safety Act, MCL 28.451.

**Sec. 34-158. Definitions.**

As used in this chapter, the following definitions shall apply:

1. "Act" means Act 256 of the Public Acts of Michigan of 2011, being MCL 28.451, *et sec.*, as it may be amended from time to time. (The Michigan Fireworks Safety Act.)
2. "Consumer fireworks" means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5 as defined in the Act. Consumer fireworks does not include low-impact fireworks.
3. "Public property" means any public park, street right-of-way (including the unimproved portions), city owned property and any other public place open to the public.

4. "Firework" or "fireworks" means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation as defined in the Act.
5. "Low-impact fireworks" means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 2.1, 3.1.1.1 to 3.1.1.8, and 3.5.
6. "Minor" means an individual who is less than 18 years of age.
7. "National holiday," as used in this Chapter, means the following legal public holidays:
  - a. New Years' Day
  - b. Birthday of Martin Luther King, Jr.
  - c. Washington's Birthday
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Columbus Day
  - h. Veteran's Day
  - i. Thanksgiving Day
  - j. Christmas Day
8. "Person" means an individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated organization, or any other legal or commercial entity.
9. "Property of another person" includes hotel and motel property, apartment property, and condominium property, where an owner, management company, or association has or retains authority and control over the use of the property or common areas.

**Sec. 34-159. Consumer Fireworks Prohibited; exception.**

1. A person shall not ignite, discharge or use consumer fireworks, except on the day preceeding, the day of, or the day after a national holiday.
2. In addition to the prohibitions contained in Section 34-159(1), a person shall not ignite, discharge or use consumer fireworks on the day preceeding, the day of, or the day after a national holiday between the hours of 1 A.M. and 8 A.M.
3. Consumer fireworks shall not be sold to a minor.

**Sec. 34-160. Certain Uses of Fireworks Prohibited.**

When consumer fireworks are permitted pursuant to the exception in Section 34-159(1), the following shall apply:

1. A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission.
2. Consumer and low-impact fireworks shall not be ignited, discharged or used by a person under the influence of alcoholic liquor or a controlled substance or a combination of both.
3. No person shall recklessly endanger the life, health, safety, or well-being of any person by the ignition, discharge, or use of consumer fireworks.

**Sec. 34-161. Penalties.**

1. A person violating the provisions of this Article shall be responsible for a civil infraction punishable by a civil fine of not more than \$500.00 for each violation.
2. A police officer, fire marshal or other person employed by the city department of public safety are authorized city officials pursuant to Section 2-202 of this Code and may issue and serve civil infraction citations for violations of this Article.
3. Following final disposition of a finding of responsibility for violating this ordinance, the City may dispose of or destroy any consumer fireworks retained as evidence in that prosecution.
4. A person who is found responsible for violation of this Article shall be required to reimburse the City for the costs of storing, disposing of, or destroying consumer fireworks that were confiscated for a violation of this Article.
5. No provision of this Article shall prevent a prosecution or a civil infraction under state law for violation of the provisions of the Act

**That Article 3, Offenses Against Public Safety, of Chapter 50 shall be amended as follows:**

**ARTICLE 3. OFFENSES AGAINST PUBLIC SAFETY.**

**Section 50-82. Fireworks.**

This section is hereby repealed in its entirety.

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Peter J. Strazdas, Mayor

FIRST READING:  
SECOND READING:  
ORDINANCE #:  
EFFECTIVE DATE:

CERTIFICATION

I, James R. Hudson, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

PREPARED BY:  
Randall L. Brown (P34116)  
Portage City Attorney  
1662 East Centre Avenue  
Portage, MI 49002  
(269) 323-8812

Approved as-to Form:

Date: 7/2/13

\_\_\_\_\_  
City Attorney

**TO:** Honorable Mayor and City Council

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



**SUBJECT:** 2013 Local Street Reconstruction Program

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

**ACTION RECOMMENDED:**

That City Council approve:

- a) a contract with Michigan Paving & Materials Company for the 2013 Local Street Reconstruction Program in the not to exceed amount of \$559,555.77;
  - b) a contract amendment with Jones & Henry Engineers, Ltd., for construction administration and material testing for the 2013 Local Street Reconstruction Program in the not to exceed amount of \$53,610.00; and
- authorize the City Manager to execute all documents related to this contract on behalf of the city.

**EXECUTIVE SUMMARY:**

One of City Council's adopted goals regarding transportation is to "*continue to plan and implement improvements to move people and commerce safely and effectively through the community.*" A Council objective to reach this goal is to "*continue appropriate improvement of the local street system.*" The City Administration received three bids for reconstruction of local streets consistent with the 2013-2014 Capital Improvement Program with the low bid recommended for contract approval. Further, a construction administrative services contract for street work is also being recommended.

**BACKGROUND INFORMATION:**

The Fiscal Year 2013-2014 Capital Improvement Program budget includes funding for the reconstruction of selected local streets. Bids were received on June 25, 2013 to perform the work outlined with the low bid being submitted by Michigan Paving & Materials Company of Kalamazoo, Michigan in the not to exceed amount of \$559,555.77. A bid tabulation is attached for the review of City Council. Michigan Paving & Materials Company has performed numerous projects for the city and is well qualified for the work. If project surplus funds are realized during construction, a change order will be presented to add additional street paving.

The Local Street Reconstruction Program bidding documents are prepared by city staff, however, engineering oversight and administration is required for the project layout, construction inspection and material testing. Based upon the project requirements, experience of the firm, qualifications and cost, an amendment of the 2012 contract with Jones & Henry Engineers, Ltd, in the amount of \$53,610.00 is recommended. Jones & Henry Engineers, Ltd, have satisfactorily performed previous work for the city and city staff is confident in their ability to perform this administrative construction service. Jones & Henry Engineers have agreed to maintain their hourly rate cost at the 2012 level.

It is recommended that City Council approve: a contract be awarded to Michigan Paving & Materials Company for the 2013 Local Street Reconstruction Program in the not to exceed amount of \$559,555.77; a contract amendment with Jones & Henry Engineers, Ltd., for construction administration and material testing for the 2013 Local Street Reconstruction Program in the not to exceed amount of \$53,610.00; and authorize the City Manager to execute all documents related to these contracts on behalf of the city.

**FUNDING:** Funds are budgeted and available for this work in the Fiscal Year 2013-2014 Capital Improvement Program budget.

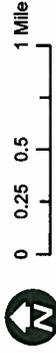
**Attachments:** Bid Tabulation – Local Street Funding  
Map – Local Streets Reconstruction Program

BID TABULATION  
LOCAL STREET PAVING

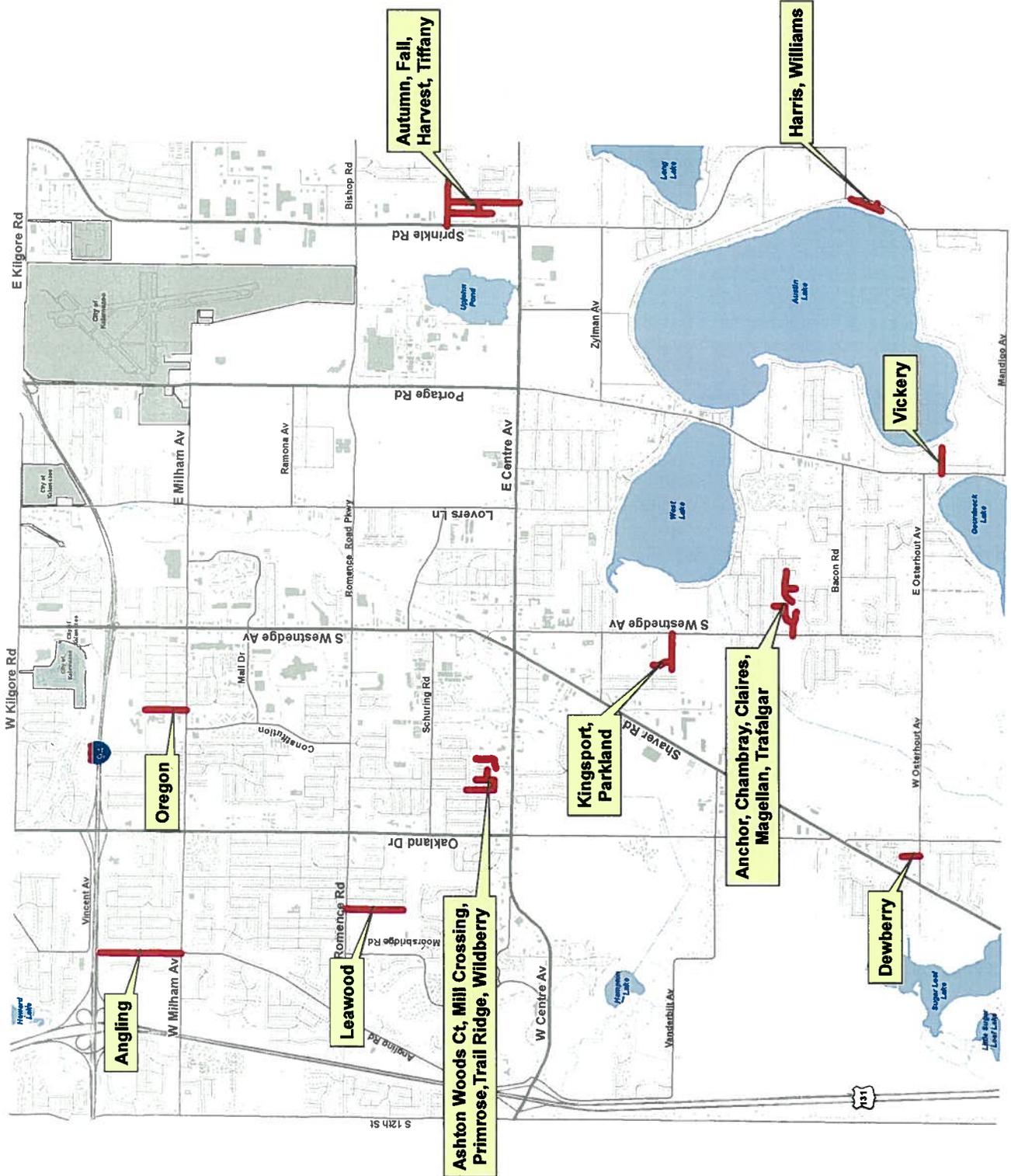
| <u>Bidder</u>  | <u>Bid</u>   |
|--|--------------|
| Michigan Paving & Materials Co.<br>2300 Glendenning Rd.<br>Kalamazoo, MI 49001   | \$559,555.77 |
| Reith-Riley Construction Co., Inc.<br>911 Hatfield street<br>Kalamazoo, MI 49001 | \$572,610.48 |
| Quality Asphalt Paving, Inc.<br>5990 M-99 North<br>Homer, MI 49245               | \$667,360.56 |



**2013 LOCAL STREET  
RECONSTRUCTION PROGRAM**



**Legend**  
 Local Street Paving



**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Street Mill and Fill Repairs – Recommendation

**SUPPORTING PERSONNEL:** William Deming, Director of  
Parks, Recreation and Public Services

**ACTION RECOMMENDED:** That City Council approve:

- a. a contract with Michigan Paving and Material Company to provide asphalt surface repairs to isolated sections of major and local streets in the not to exceed amount of \$210,150.55;
- b. the added expenditure of \$142,266.30 for additional mill and fill repairs at unit pricing within this contract; and authorize the City Manager to execute all documents related to this contract on behalf of the city.

**EXECUTIVE SUMMARY:**

One of City Council's adopted goals regarding transportation is to *"continue to plan and implement improvements to move people and commerce safely and effectively through the community."* Council objectives to reach this goal include *"continue appropriate improvement of the local street system"* and *"implement projects proposed within the major thoroughfare plan."* Milling and filling sections of major and local streets identified for repair is a method of addressing this goal. To this end, the City Administration received three bids for milling and filling and recommends the low bid for contract approval. Further, additional mill and fill work is being recommended because of the low bid received and willingness of the low bidder to extend the unit prices for the extra work that can be accomplished.

**BACKGROUND INFORMATION:**

The 2013-2014 Major & Local Street budget provides funding for repairs to isolated sections of major and local streets where surface asphalt is in poor condition. Bids were received on June 25, 2013 to perform the work outlined with the low bid submitted by Michigan Paving & Materials Company of Kalamazoo, Michigan in the not to exceed amount of \$210,150.55. A bid tabulation is attached for the review of City Council. Prices came in much lower than estimated, with a total of \$142,266.30 in surplus funds available to support additional work. The low bidder, Michigan Paving & Materials, has agreed to extend the unit pricing in the bid document for additional local street reconstruction and major/local street mill and fill repairs.

Additional major/local street mill and fill areas have been determined based on street conditions, as identified by current Pavement Surface Evaluation and Ratings (PASER). If approved by City Council, this additional paving will be included as work to be accomplished under the proposed contract.

Therefore, it is recommended that City Council award a contract to Michigan Paving & Materials Company in the total amount not to exceed \$210,150.55 to perform mill and fill surface asphalt repairs to isolated areas of major/local streets, that an additional \$142,266.30 for street repairs at unit pricing within this contract be approved and that the City Manager be authorized to execute all documents related to this contract on behalf of the city.

**FUNDING:** Funds are budgeted and available for this work in the 2013-2014 Major & Local Street budgets.

**Attachments:** Bid tabulation  
List of streets scheduled

BID TABULATION  
MAJOR AND LOCAL STREET MILL & FILL ASPHALT REPAIR

| <u>Bidder</u>   | <u>Bid</u>   |
|---|--------------|
| Michigan Paving & Materials<br>2300 Glendenning Rd.<br>Kalamazoo, MI 49001      | \$210,150.55 |
| Rieth-Riley Construction Co. Inc.<br>911 Hatfield Street<br>Kalamazoo, MI 49001 | \$283,195.47 |
| Wyoming Asphalt<br>470 North 12th St.<br>Plainwell, MI 49080                    | \$296,020.29 |

## Summer 2013 Mill and Fill Repair Locations

| Segment   | Lane        | L<br>(FT)    | W<br>(FT) |
|---|-------------|--------------|-----------|
| 10506-10945 Oakland                             | North/South | 2645         | 32        |
| Shaver & City Limits                            | North/South | 525          | 24        |
| Shaver & Sugar Loaf                             | North/South | 640          | 24        |
| Westnedge Ball Park Entrance to Concession Bldg | East/West   | 70           | 24        |
| Westnedge Ball Park Access Road                 | East/West   | 255          | 27        |
| Old Centre                                      | East/West   | 1525         | 33        |
| 2750 Old Centre to W. Centre                    | East/West   | 150          | 37        |
| 4111-4225 Long Lake                             | East/West   | 1315         | 33        |
| 4669-9444 Branch                                | East/West   | 755          | 22        |
| 4485-4609 Branch                                | East/West   | 343          | 22        |
| 4725-4707 Nash                                  | East/West   | 164          | 24        |
| 3441 Mandigo                                    | West        | 213          | 14        |
| 3441 Mandigo                                    | East        | 128          | 14        |
| 3405 Mandigo to E. Shore                        | East/West   | 1870         | 30        |
| 5105 Golden Eye                                 | North/South | 61           | 28        |
| 5088 Trumpeteer                                 | North/South | 170          | 29        |
| Tattersal & Oakland on Tattersal                | East/West   | 185          | 36        |
| 6314 Hampton                                    | East/West   | 60           | 33        |
| 6417 Hampton                                    | North/South | 145          | 32        |
| 1431 Edington                                   | East        | 80           | 33        |
| 1427 Surrey                                     | East        | 117          | 33        |
| 6412 Marlow                                     | North/South | 37           | 32        |
| 6523 Marlow                                     | North/South | 57           | 32        |
| 6132 Devon                                      | North       | 130          | 33        |
| 6016 Avon                                       | South       | 93           | 33        |
| 6318 Avon                                       | North/South | 39           | 33        |
| Daventry  | East/West   | 265          | 32        |
| Welbury   | North/South | 160          | 32        |
| Pineview  | North/South | 200          | 32        |
| Rockford, Schuring to Redstock                  | North/South | 220          | 33        |
| 7307 Rockford to Woodland                       | North/South | 225          | 33        |
| 7141-7103 Rockford                              | North/South | 380          | 33        |
| 7009 Rockford                                   | North/South | 100          | 33        |
| 9136-9190 Portage Industrial (True Green)       | South       | 820          | 32        |
| 5140 Meredith                                   | North/South | 72           | 39        |
| Melody by RR Tracks                             | East/West   | 193          | 50        |
| 7931 Wapiti                                     | North       | 32           | 25        |
| 10521-10539 Woodlawn                            | North/South | 360          | 21        |
| <b>Total</b>                                    |             | <b>14799</b> |           |

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Building Infrastructure Review – Proposal Recommendation

**SUPPORTING PERSONNEL:** William Deming, Director of  
Parks, Recreation and Public Services

**ACTION RECOMMENDED:** That City Council approve the proposal submitted by Paradigm Design, Incorporated, to complete building infrastructure reviews for twelve city facilities in the amount of \$24,000 and authorize the City Manager to execute all documents related to this action on behalf of the city.

**EXECUTIVE SUMMARY:**

City Council has an adopted goal to “*continue to improve the infrastructure to meet demonstrated needs.*” A Council objective to meet this goal is to “*maintain a systematic preventative maintenance program for city-owned buildings.*” This is accomplished through extensive building infrastructure reviews every five to seven years. In doing so, city buildings are kept in a high quality condition by identifying repair and maintenance concerns before major problems develop.

**BACKGROUND INFORMATION:**

Consistent with the Council objectives, proposals were requested from architectural firms to provide professional services to perform preventive maintenance and building condition reviews of the seven major city structures – City Hall, Public Safety, Public Services, Senior Center, Central Fire Station, Fire Station #2 and Fire Station #3 – plus five structures within Celery Flats. The purpose of the reviews is to identify and prioritize immediate and long-term maintenance needs in order to implement prudent scheduled maintenance. Specific areas of review include roofing, HVAC systems, mechanical/electrical systems, floors, ceilings, wall finishes, windows and lighting. Furthermore, energy conservation recommendations will be sought.

Eight architectural firms submitted proposals. References were reviewed and meetings were conducted with the two lowest bidders to discuss the scope of their proposals. After meeting with these two firms, it was determined that Paradigm Design, Incorporated of Grand Rapids, Michigan with the bid amount of \$24,000 would provide the best service for the city. Paradigm plans to use only experienced professionals to complete the analysis. Paradigm will assign structural, mechanical and electrical engineering specialists to the infrastructure evaluations. Paradigm Design will also expend 90 additional hours during the facility review process as compared to the firm with the lowest bid proposal. Furthermore, the final report provided by Paradigm Design will be offered in both hard copy and digital format. The digital application is one that can be used to track and catalog the progress of work performed based on the findings. As specified in the proposal request, reports with the findings for seven major structures are to be completed by August 31, 2013 and reports for the Celery Flats structures completed by September 31, 2013.

Therefore, it is recommended that City Council approve the proposal from Paradigm Design, Incorporated in the amount of \$24,000 for building infrastructure review and authorize the City Manager to execute all documents related to this action on behalf of the city.

**FUNDING:** Funds are available in the 2013-2014 Capital Improvement budget.

**Attachments:** Bid Tabulation - Building Infrastructure Review

TABULATION OF PROPOSALS  
BUILDING INFRASTRUCTURE REVIEW

| <u>BIDDER</u>   | <u>ESTIMATED<br/>PROJECT HOURS</u> | <u>GRAND<br/>TOTAL</u> |
|---|------------------------------------|------------------------|
| Wightman & Associates, Inc.<br>9835 Portage Rd.<br>Portage, MI 49002                  | 220                                | \$21,250.00            |
| Paradigm Design, Inc.<br>550 3 Mile Road NW, Suite B<br>Grand Rapids, MI 49544        | 310                                | \$24,000.00            |
| AE2, Inc.<br>7540 Stadium Dr.<br>Kalamazoo, MI 49009                                  | 205                                | \$24,440.00            |
| National Building Inspection Corp.<br>5840 Sterling Dr., Ste. 220<br>Howell, MI 48843 | 255                                | \$24,495.00            |
| SKO Design Group<br>1340 Franklin SE<br>Grand Rapids, MI 49506                        | 170                                | \$25,475.00            |
| Kingscott Associates, Inc.<br>229 E. Michigan Ave., Ste. 335<br>Kalamazoo, MI 49007   | 340                                | \$29,800.00            |
| C2AE<br>211 E. Water Street, Ste.213<br>Kalamazoo, MI 49007                           | 326                                | \$30,500.00            |
| TowerPinkster<br>242 E. Kalamazoo Ave., Ste 200<br>Kalamazoo, MI 49007                | 343                                | \$36,500.00            |



**MATERIALS TRANSMITTED**

Friday, June 21, 2013

1. Communication from the City Manager regarding the Citizen Comment Summary for May 2013 – Information Only.

A handwritten signature in black ink that reads "Maurice S. Evans". The signature is written in a cursive style with a horizontal line underneath it.

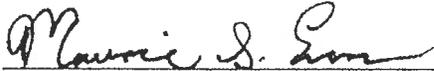
Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager

**MATERIALS TRANSMITTED**

Tuesday, June 25, 2013

1. Communication from the City Manager regarding the Council Pre-meeting Follow-up – Information Only.
  2. **Supplemental Information for Item F.1 of the June 25, 2013 City Council Agenda:** Communication from the City Manager regarding two alternate versions of the proposed Consumer Fireworks Ordinance as provided by the City Attorney.
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Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager