

7:30 p.m. Call to Order.

Invocation: Reverend Barry Petrucci, Chapel Hill United Methodist Church.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Approval of the Regular Meeting Minutes of August 13, 2013.

* B. Approval of Consent Agenda Motions.

* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of August 27, 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:

- a. accept the order of the Construction Board of Appeals to remove all debris from the house and property exterior at 2918 West Milham Avenue; and
- b. authorize the City Administration to take the necessary action to remove all debris from the house and property exterior, place a lien and assess the property to recover the costs associated with abatement consistent with the ordinance.

* 2. Communication from the City Manager recommending that City Council award a three-year contract to New World Systems Corporation for software maintenance to the Computer-Aided Dispatch and Records Management Systems at a total cost of \$365,107 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

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

- a. Detroit Salt Company in the low bid amount of \$41.80 per ton for 3,500 tons of ice control salt at a total cost not to exceed \$146,300 for early delivery; and
- b. North American Salt Company in the low bid amount of \$50.18 per ton for 1,000 tons of ice control salt at a total cost not to exceed \$50,180 for seasonal back up on an as-needed basis; and authorize the City Manager to execute all documents related to these purchases on behalf of the city.

* 4. Communication from the City Manager recommending that City Council approve the purchase of property at 1614 West Osterhout Avenue in the amount of \$155,000, plus current real estate taxes for a total cost of \$162,534.39, and authorize the City Manager to execute all documents related to this purchase on behalf of the city.

* 5. Communication from the City Manager regarding the July 2013 Summary Environmental Activity Report - Information Only.

* 6. Department Monthly Reports.

G. Communications:

H. Unfinished Business:

- * I. Minutes of Boards and Commissions Meetings:
 - 1. Portage Environmental Board of June 12, 2013.
 - 2. Portage Senior Citizen Advisory Board of June 19, 2013.
 - 3. Portage Zoning Board of Appeals of July 8, 2013.
 - 4. Portage Public Schools Board of Education of July 15, 2013.
 - J. Council Committee Reports:
 - K. New Business:
 - 1. Discussion regarding City Council vacancies.
 - a. Communication from the City Manager regarding Filling City Council Vacancies – Information Only.
 - L. Bid Tabulations:
 - * 1. Communication from the City Manager recommending that City Council award an engineering services contract to Driesenga & Associates, Incorporated, of Kalamazoo, Michigan for the Portage Road (Lakeview Drive to East Centre Avenue) and South Westnedge Avenue (South Shore Drive to Melody Avenue) street reconstruction in the amount not to exceed \$120,488 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
 - * 2. Communication from the City Manager recommending that City Council accept the low bid submitted by Schodeller Construction, Incorporated, of Wixom, Michigan in the amount of \$75,618.16 for select major street and park trail asphalt crack sealing repairs 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. Thursday, August 29, 4:45 p.m., Construction Board of Appeals, City Hall Room #1.
 - b. Wednesday, September 4, 8:15 a.m., Historic District Commission, City Hall Room #2.
 - c. Wednesday, September 4, Park Board, 6:30 p.m. at Westfield Park and 7:15 p.m. at Harbors West Park.
 - d. Thursday, September 5, 6:30 p.m., Human Services Board, City Hall Room #1.
 - e. Thursday, September 5, 7:00 p.m., Planning Commission, Council Chambers.
 - f. Monday, September 9, 6:30 p.m., Youth Advisory Committee, City Hall Room #1.
 - g. Monday, September 9, 7:00 p.m., Zoning Board of Appeals, Council Chambers.
 - N. Materials Transmitted of August 9 and 16, 2013.
- Adjournment.

City Council Meeting Summary

August 13, 2013

PROCLAMATION

- ◆ Mayor Strazdas issued a Recognition for B.J. Snow for his many efforts with area soccer programs.

ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of August 13, 2013, as presented.

REPORTS FROM THE ADMINISTRATION

- ◆ Approved a one-year contract renewal with Delta Dental Plan and authorized the City Manager to execute all documents on behalf of the city.
- ◆ Amended the previously adopted resolution establishing a Tool and Die Renaissance Recovery Zone for Accu-Mold, LLC, located at 7622 Sprinkle Road.
- ◆ Approved the proposed irrevocable right-of-use agreement for mutual fiber optic line and conduit use exchange with Climax Telephone Company for a period of ten years and authorized the City Manager to execute all documents on behalf of the city.
- ◆ Authorized the purchase of two four-wheel drive three-quarter ton pickup trucks; five Police patrol vehicles; two four-wheel drive Fire command vehicles; two sedans and one high capacity commercial mower through the State of Michigan purchasing program (MiDEAL) at a total cost not to exceed \$363,337.58 and authorized the City Manager to execute all documents related to these purchases on behalf of the city.
- ◆ Adopted the Resolution Designating Polling Places and Rate of Compensation for the November 5, 2013 General Election.
- ◆ Convened the City Council Community Survey Committee to identify the best format for the Community Survey moving forward and consider ways to apply attention / resources to other surveys.
- ◆ Received the sworn affidavit from Mr. Raymond Patterson disclosing his interest in the property addressed as 1614 West Osterhout.

COMMUNICATION

- ◆ Received a communication from the Michigan Municipal League regarding the 2013 Annual Meeting.

UNFINISHED BUSINESS

- ◆ Received an extensive explanation and presentation from Attorney Deborah Ondersma, who represents the City of Portage in Tax Appeals cases, of her written responses to City Council questions pertaining to the Board of Review contained in her letter to Financial Services Director Robert Luders dated August 7, 2013, which was provided in the City Council Agenda packet for review before the meeting. Also, received a summary from City Attorney Randy Brown outlining his July 29, 2013 opinion in response to City Council questions received from Financial Services Director Robert Luders pertaining to the Board of Review.

NEW BUSINESS

- ◆ Approved an expenditure up to \$2,900 for the Portage 50th Anniversary celebration Portage Business Passbook program from the City Council Training, Education and Meetings Fund.

BID TABULATIONS

- ◆ Approved a contract with A-1 Asphalt Sealing and Repair, Incorporated, for the upgrade to the Westfield Park tennis courts in the amount of \$41,070.12 and authorized the City Manager to execute all documents related to this contract on behalf of the city.
- ◆ Approved the proposal submitted by LSL Planning, Inc., to complete the 2013-14 Comprehensive Plan Update in the amount of \$35,000 and authorized the City Manager to execute all documents related to this action on behalf of the city.
- ◆ Approved the bid for three (3) thermal imaging cameras to West Shore Fire Inc., of Allendale, MI in the amount of \$26,097 and authorized the City Manager to execute all documents related to this matter on behalf of the city.

STATEMENTS OF CITIZENS

- ◆ Richard Ford, 994 Rainbow Avenue, announced his candidacy for City Council in the November 5, 2013 General City Election and described some of his credentials and experiences.

STATEMENTS OF CITY COUNCIL

- ◆ Mayor Strazdas recognized Councilmember Sackley, who indicated that there will be a meeting of the Austin Lake Governmental Lake Board, Wednesday, August 14, 2013, 2 p.m., at the home of Austin Lake Governmental Lake Board Member Brian Johnson, 2215 Woody Noll, to discuss the decision to make landscape improvements at the three compressor sites, the recommendations received from Larry Harris & Associates to reduce sound and visual pollution and a financial information update with a group tour of Austin Lake via boat to follow.
- ◆ Mayor Strazdas read the letter of resignation effective immediately received from Councilmember Elizabeth Campbell received Tuesday, August 13, 2013. At his request, City Attorney Brown explained that City Council can either accept Councilmember Campbell's resignation, or it becomes effective 21 days after submission; and, City Council then has 60 days to appoint a new Councilmember to fill that vacancy. At the request of Mayor Strazdas, a motion to accept the resignation of Councilmember Elizabeth Campbell effective immediately was passed.
- ◆ Mayor Strazdas received a consensus of City Council to ask Mr. Evans to research the different methods used by City Council in the past to fill vacancies as they occurred on City Council, and to provide that information in one week in order

for City Council to discuss the different processes used in the past at the next Regular City Council Meeting on August 27, 2013, in order to select a process for action in this case.

- ◆ Councilmember Randall welcomed four new businesses to Portage: Latitude 42, Dick's Sporting Goods, Hobby Lobby and Red Mango. She stated that she was surprised and saddened by the resignation of Councilmember Elizabeth Campbell and thanked her for all of years of service to all of the citizens of Portage.
- ◆ Councilmember Pearson announced that Claudio Kaempf is moving his Foreign Car Services from Portage Street in Kalamazoo to 8370 Shaver Road. He indicated that Councilmember Elizabeth Campbell is a good friend who has devoted a lot of time to the City of Portage and to charitable groups and will be missed on this Council.
- ◆ Councilmember Sackley expressed his sorrow that Councilmember Elizabeth Campbell found it necessary to resign in that she has provided service in many ways to the community; for example, as a Planning Commissioner, a City Councilmember and as a volunteer in many different organizations. He said her participation in this process will be missed. He asked for information from the Administration, again, about the appropriateness of continuing a fundraising activity on Shaver Road in the traffic area known as the "Fill the Boot Campaign." He encouraged the Administration to find ways to be responsive and supportive of the request from the newly reconstituted Lake Center Business Association working with the enhancement of the corridor of businesses on Portage Road for utilization of one or more of the City canoes that the City is no longer using. He recognized his friend, Barry Arkush, expressed his surprise to see him at the meeting and thanked him for his comments with which he agreed.
- ◆ Councilmember Urban said he was also surprised and saddened by the resignation of Councilmember Elizabeth Campbell; that it was rare to find a Councilmember who felt he or she had the need to resign; and that his thoughts and prayers go with her as she goes forward. He described her as a bundle of energy and a bundle of joy on City Council and said that she will be missed. Councilmember Urban then announced his candidacy for City Council in the November 5, 2013 General City Election, again, and described some of his beliefs, credentials and experiences. He commented on the many changes he has experienced in his years of service to the City of Portage. He then wished a Happy Birthday to his daughter, McKenzie.
- ◆ City Manager Evans received an unfortunate call from Jack Treas, Vice President and General Manager of Mueller Plastics Operations, who indicated that Mueller Plastics is closing down or at least has sold some of its personal property; nevertheless, sixteen of their employees will remain for the packaging, bar coding and warehousing activities. Since City Council granted a tax abatement in October of 2012 and the company benefited close to \$23,000 thus far in tax savings, he wanted City Council to be aware that the Administration is looking at the law and the process since that benefit was because of a program that was supposed to be in place for at least five years.
- ◆ Mayor Pro Tem Reid concurred with her colleagues on City Council and thanked Councilmember Elizabeth Campbell for her service and indicated that her exemplary service and energy will definitely be missed. She said she was approached by Loaves and Fishes to see if she would be willing to live on what people who are on the Food Stamp Program have to live on for one week, about \$4.00 per day. She indicated that it was an interesting challenge to shop with \$28.00 for the week since the not so healthy choices were always cheaper than the healthy choices, and the foods that were inexpensive and healthy required that a person know how to prepare the food and to take the time to prepare them which ultimately raises the cost of the food, also. She pointed out that this exercise gave her opportunities to talk about the Food Stamp Program and to dispel any misconceptions about the Program. She announced her candidacy for City Council in the November 5, 2013 General City Election and described some of her beliefs, accomplishments and her action plan for Portage.
- ◆ Mayor Strazdas said that he also was surprised and saddened by the resignation of Councilmember Elizabeth Campbell; expressed his respect for having done so for personal reasons; that she will be missed as she was a very active participant on City Council; and, he wished her well. He then commented on cities and school districts across the state going bankrupt or being assigned an emergency manager as a result of poor management or lack of proper guidance from the leadership. He pointed out that the Portage City Council discussed helping the Portage Board of Review be the best in the State, having a training manual that is the best in the State and having the City of Portage be the best in class in the State. He emphasized the contrast between those entities with financial struggles and the City of Portage. He thanked the Board of Review and other Board and Commission Members for their service and their focus on making Portage an even better place to live.

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

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

At the request of Mayor Strazdas, Father Stan Witek of St. Catherine of Siena Catholic Church of Portage 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 Jim Pearson, Patricia M. Randall, Edward J. Sackley and Terry R. Urban, Mayor Pro Tem Claudette S. Reid and Mayor Peter J. Strazdas. Councilmember Elizabeth A. Campbell was absent with excuse. Also in attendance were City Manager Maurice S. Evans, City Attorney Randy Brown and City Clerk James R. Hudson.

PROCLAMATION: Mayor Strazdas issued a Recognition for B.J. Snow for his many efforts with area soccer programs.

APPROVAL OF MINUTES: Motion by Sackley, seconded by Reid, to approve the July 23, 2013 Regular Meeting Minutes as presented. Upon a voice vote, motion carried 6 to 0.

* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Pearson to read the Consent Agenda. Motion by Pearson, seconded by Reid, to approve the Consent Agenda motions as presented. Upon a roll call vote, motion carried 6 to 0.

* **APPROVAL OF ACCOUNTS PAYABLE OF AUGUST 13, 2013:** Motion by Pearson, seconded by Reid, to approve the Check Register of August 13, 2013, as presented. Upon a roll call vote, motion carried 6 to 0.

REPORTS FROM THE ADMINISTRATION:

* **DELTA DENTAL PLAN INSURANCE:** Motion by Pearson, seconded by Reid, to approve a one-year contract renewal with Delta Dental Plan and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

* **ACCU-MOLD, LLC, 7622 SPRINKLE ROAD - TOOL AND DIE RENAISSANCE RECOVERY ZONE:** Motion by Pearson, seconded by Reid, to amend the previously approved resolution establishing a Tool and Die Renaissance Recovery Zone for Accu-Mold, LLC, located at 7622 Sprinkle Road. Upon a roll call vote, motion carried 6 to 0.

* **IRREVOCABLE RIGHT-OF-USE FOR FIBER OPTIC LINE AND CONDUIT AGREEMENT BETWEEN THE CITY OF PORTAGE AND CLIMAX TELEPHONE COMPANY:** Motion by Pearson, seconded by Reid, to approve the proposed irrevocable right-of-use agreement for mutual fiber optic line and conduit use exchange with Climax Telephone Company for a period of ten years and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

* **VEHICLE PURCHASE RECOMMENDATION:** Motion by Pearson, seconded by Reid, to authorize the purchase of two four-wheel drive three-quarter ton pickup trucks; five Police patrol vehicles; two four-wheel drive Fire command vehicles; two sedans and one high capacity commercial mower through the State of Michigan purchasing program (MiDEAL) at a total cost not to exceed \$363,337.58 and authorize the City Manager to execute all documents related to these purchases on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

* **ELECTION POLLING PLACES AND RATE OF COMPENSATION RESOLUTION:** Motion by Pearson, seconded by Reid, to adopt the Resolution Designating Polling Places and Rate of Compensation for the November 5, 2013 General Election. Upon a roll call vote, motion carried 6 to 0.

* **PORTAGE COMMUNITY SURVEY:** Motion by Pearson, seconded by Reid, to convene the City Council Community Survey Committee to identify the best format for the Community Survey moving forward and consider ways to apply attention / resources to other surveys. Upon a roll call vote, motion carried 6 to 0.

* **DISCLOSURE STATEMENT:** Motion by Pearson, seconded by Reid, to receive the sworn affidavit from Mr. Raymond Patterson disclosing his interest in the property addressed as 1614 West Osterhout. Upon a roll call vote, motion carried 6 to 0.

COMMUNICATION:

* **MICHIGAN MUNICIPAL LEAGUE:** Motion by Pearson, seconded by Reid, to receive the communication from the Michigan Municipal League regarding the 2013 Annual Meeting. Upon a roll call vote, motion carried 6 to 0.

UNFINISHED BUSINESS:

FOLLOW-UP – 2013 BOARD OF REVIEW: At the request of Mayor Strazdas and with all Board of Review Members present, City Council received an extensive explanation and presentation from Attorney Deborah Ondersma, who represents the City of Portage in Tax Appeals cases, of her written responses to City Council questions pertaining to the Board of Review. She elaborated on her responses to these questions contained in her letter to Financial Services Director Robert Luders dated August 7, 2013, which was provided in the City Council Agenda packet for review before the meeting. Discussion ensued throughout her presentation.

Also at the request of Mayor Strazdas, City Council received a summary from City Attorney Randy Brown outlining his July 29, 2013 opinion in response to City Council questions received from Financial Services Director Robert Luders pertaining to the Board of Review. Discussion followed.

In answer to Ted Varas, 6645 Oleander Lane, former Board of Review Member, who asked that if a governing body required that a Petitioner must leave or can not be present during the Board of Review deliberation process, City Attorney Brown indicated that the Open Meetings Act holds that a person must be allowed to be present during a meeting of a public body, and rules can be established by the public body to dictate when a person has the right to participate or to speak, so a public body cannot create a rule that forces somebody to leave while the public body is in session, including deliberations unless there is a closed session permitted by the Open Meetings Act and the discussion at the closed session falls within one of the exceptions that are indicated in the Act. Discussion followed. City Attorney Brown also indicated that unless there is a breach of peace, the Board of Review cannot require that a person leave the open meeting. Mayor Strazdas told Mr. Varas that the Board of Review Training Manual is a public document that can be obtained using the process set up for obtaining public documents (Freedom of Information Act).

Councilmember Urban indicated that having a person stay in an open meeting can also be contingent upon the comfort level of the discussion as with interviews for Boards and Commissions where City Council indicates preferences for certain applicants over other applicants. He pointed out that this may not be comfortable for a person to hear discussions about themselves.

Barry Arkush, 363 Parkland Terrace, indicated that he moved from the City of Kalamazoo to the City of Portage because his family needed “a better bang for their tax dollar,” better schools for their children and better services. He pointed out that he knows no one wants to pay more taxes, but it takes money to run the community. He expressed his desire to not move backwards on services, quality of

schools, etc. He understood that the assessment process is a very important issue and indicated that he is proud that the City Council has explored the matter fully and has given it due diligence. He said it seemed to him that the City is now past due diligence, as several audits have been conducted, one which was funded by the City. As a taxpayer, he questioned whether it was prudent to continue to explore this matter when cuts are being made in so many other areas, and he stated that he felt it was time to move on. Discussion followed.

* **MINUTES OF BOARDS AND COMMISSIONS:** City Council received the minutes for the following boards and commissions:

Portage Senior Citizen Advisory Board of May 15, 2013.
Portage Park Board of July 10, 2013.

NEW BUSINESS:

PORTAGE 50TH ANNIVERSARY CELEBRATION PORTAGE BUSINESS PASSBOOK PROGRAM: When questioned by Mayor Strazdas, City Manager Maurice Evans emphasized the need to address the printing question as it related to the Portage Business Passbook owing to the urgency of getting it to the printers as soon as possible.

At the request of Mayor Strazdas, Councilmembers Pearson recognized Planning Commissioners Miko Dargitz and David Felicijan, and former Planning Commission Chair Jim Cheesebro for their work on the Portage Business Passbook Program. Councilmembers Pearson and Sackley explained the progress of the Passbook Concept thus far.

At the request of Mayor Strazdas, Planning Commissioners Miko Dargitz and David Felicijan addressed City Council regarding the need for an allocation of funding in order to have the Passbook provided in the *Portager* and described it as a positive opportunity for businesses and consumers to connect with one another. Discussion followed.

Motion by Sackley, seconded by Urban, to approve an expenditure up to \$2,900 for the Portage 50th Anniversary celebration Portage Business Passbook Program from the City Council Training, Education and Meetings Fund for the cost of printing and inserting the Portage Business Passbook in the *Portager*. Upon a roll call vote, motion carried 6 to 0. Discussion followed.

BID TABULATIONS:

* **WESTFIELD PARK TENNIS COURTS – BID RECOMMENDATION:** Motion by Pearson, seconded by Reid, to approve a contract with A-1 Asphalt Sealing and Repair, Incorporated, for the upgrade to the Westfield Park tennis courts in the amount of \$41,070.12 and authorize the City Manager to execute all documents related to this contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

* **2013-14 COMPREHENSIVE PLAN UPDATE – PROPOSAL RECOMMENDATION:** Motion by Pearson, seconded by Reid, to approve the proposal submitted by LSL Planning, Inc., to complete the 2013-14 Comprehensive Plan Update in the amount of \$35,000 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.

* **THERMAL IMAGING CAMERA:** Motion by Pearson, seconded by Reid, to approve the bid for three (3) thermal imaging cameras to West Shore Fire Inc., of Allendale, MI in the amount of \$26,097 and authorize the City Manager to execute all documents related to this matter on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITIZENS: Richard Ford, 994 Rainbow Avenue, announced his candidacy for City Council in the November 5, 2013 General City Election and described some of his beliefs, credentials and experiences.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Mayor Strazdas recognized Councilmember Sackley, who indicated that there will be a meeting of the Austin Lake Governmental Lake Board, Wednesday, August 14, 2013, 2 p.m., at the home of Austin Lake Governmental Lake Board Member Brian Johnson, 2215 Woody Noll, to discuss the decision to make landscape improvements at the three compressor sites, the recommendations received from Larry Harris & Associates to reduce sound and visual pollution and a financial information update with a group tour of Austin Lake via boat to follow.

Mayor Strazdas read the letter of resignation effective immediately received from Councilmember Elizabeth Campbell, Tuesday, August 13, 2013. At his request, City Attorney Brown explained that City Council can either accept Councilmember Campbell's resignation, or it becomes effective 21 days after submission; and, City Council then has 60 days to appoint a new Councilmember to fill that vacancy. At the request of Mayor Strazdas, motion by Reid, seconded by Campbell, to accept the resignation of Councilmember Elizabeth Campbell effective immediately. Upon a roll call vote, motion carried 6 to 0. Discussion followed.

Mayor Strazdas received a consensus of City Council to ask Mr. Evans to research the different methods used by City Council in the past to fill vacancies as they occurred on City Council, and to provide that information in one week in order for City Council to discuss the different processes used in the past at the next Regular City Council Meeting on August 27, 2013, in order to select a process for action in this case.

Councilmember Randall welcomed four new businesses to Portage: Latitude 42, Dick's Sporting Goods, Hobby Lobby and Red Mango. She stated that she was surprised and saddened by the resignation of Councilmember Elizabeth Campbell and thanked her for all of years of service to all of the citizens of Portage.

Councilmember Pearson announced that Claudio Kaempf is moving his Foreign Car Services from Portage Street in Kalamazoo to 8370 Shaver Road. He indicated that Councilmember Elizabeth Campbell is a good friend who has devoted a lot of time to the City of Portage and to charitable groups and will be missed on this Council.

Councilmember Sackley expressed his sorrow that Councilmember Elizabeth Campbell found it necessary to resign in that she has provided service in many ways to the community; for example, as a Planning Commissioner, a City Councilmember and as a volunteer in many different organizations. He said her participation in this process will be missed. He asked for information from the Administration, again, about the appropriateness of continuing a fundraising activity on Shaver Road in the traffic area known as the "Fill the Boot Campaign." He encouraged the Administration to find ways to be responsive and supportive of the request from the newly reconstituted Lake Center Business Association working with the enhancement of the corridor of businesses on Portage Road for utilization of one or more of the City canoes that the City is no longer using. He recognized his friend, Barry Arkush, expressed his surprise to see him at the meeting and thanked him for his comments with which he agreed.

Councilmember Urban said he was also surprised and saddened by the resignation of Councilmember Elizabeth Campbell; that it was rare to find a Councilmember who felt he or she had the need to resign; and that his thoughts and prayers go with her as she goes forward. He described her as a bundle of energy and a bundle of joy on City Council and said that she will be missed. Councilmember Urban then announced his candidacy for City Council in the November 5, 2013 General City Election, again, and described some of his beliefs, credentials and experiences. He commented on the many

changes he has experienced in his years of service to the City of Portage. He then wished a Happy Birthday to his daughter, McKenzie.

City Manager Evans received an unfortunate call from Jack Treas, Vice President and General Manager of Mueller Plastics Operations, who indicated that Mueller Plastics is closing down or at least has sold some of its personal property; nevertheless, sixteen of their employees will remain for the packaging, bar coding and warehousing activities. Since City Council granted a tax abatement in October of 2012 and the company benefited close to \$23,000 thus far in tax savings, he wanted City Council to be aware that the Administration is looking at the law and the process since that benefit was because of a program that was supposed to be in place for at least five years. Discussion followed.

Mayor Pro Tem Reid concurred with her colleagues on City Council and thanked Councilmember Elizabeth Campbell for her service and indicated that her exemplary service and energy will definitely be missed. She said she was approached by Loaves and Fishes to see if she would be willing to live on what people who are on the Food Stamp Program have to live on for one week, about \$4.00 per day. She indicated that it was an interesting challenge to shop with \$28.00 for the week since the not so healthy choices were always cheaper than the healthy choices, and the foods that were inexpensive and healthy required that a person know how to prepare the food and to take the time to prepare them which ultimately raises the cost of the food, also. She pointed out that this exercise gave her opportunities to talk about the Food Stamp Program and to dispel any misconceptions about the Program. She announced her candidacy for City Council in the November 5, 2013 General City Election and described some of her beliefs, accomplishments and her action plan for Portage.

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

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 August 27, 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 \$1,244,611.09 for checks issued to vendors and \$262,172.43 for electronic transfers for a total of \$1,506,783.52.

BACKGROUND INFORMATION:

Attached please find the Accounts Payable Register for the period July 21, 2013 through August 11, 2013, which is recommended for approval.

FUNDING: N/A

Attachments: Accounts Payable Register

BANK CODE

ALL

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
07/26/2013	285971	FIRST COMMUNITY FEDERAL C.U.	999999	1.00
07/26/2013	285972	PNC BANK	999999	1.00
07/26/2013	285973	STATE OF MICHIGAN (TREASURY)	722	56,998.83
08/02/2013	285974	AT&T	849	5,212.77
08/02/2013	285975	A T & T LONG DISTANCE	4060	10.09
08/02/2013	285976	A-1 ASPHALT SEALING & REPAIR,	4607	638.00
08/02/2013	285977	A-1 SIGNS	2873	285.00
08/02/2013	285978	AIRGAS GREAT LAKES	106	359.03
08/02/2013	285979	ALL STAR TITLE	999999	13.79
08/02/2013	285980	ALL-PHASE ELECTRIC SUPPLY CO.	108	251.06
08/02/2013	285981	ALLEGRA PRINT & IMAGING	533	1,879.78
08/02/2013	285982	ANY CUTTING & WELDING	3347	220.00
08/02/2013	285983	APPLIED INDUSTRIAL TECHNOLOGIE	1944	915.32
08/02/2013	285984	APPROVED PROTECTION SYSTEMS	630	357.50
08/02/2013	285985	TODD ARBANAS ENTERPRISES INC.	1704	3,760.00
08/02/2013	285986	ARROWHEAD SCIENTIFIC, INC.	3744	156.43
08/02/2013	285987	ADP, INC.	3305	1,119.42
08/02/2013	285988	AUTOMATIC MICROFILMING CO.	863	112.70
08/02/2013	285989	BAKER, MICHAEL	654	95.00
08/02/2013	285990	BALKEMA EXCAVATING, INC.	130	2,835.00
08/02/2013	285991	BARKHOLZ, DANIEL L	4871	160.00
08/02/2013	285992	BELOTE, DON	999999	152.00
08/02/2013	285993	BORGESS HEALTH ALLIANCE	151	108.00
08/02/2013	285994	BREAKAWAY BICYCLES	1356	119.97
08/02/2013	285995	BYHOLT INC.	68	2,830.10
08/02/2013	285996	C B C INNOVIS INC	2887	72.10
08/02/2013	285997	CAMZIES PIZZA	4879	120.50
08/02/2013	285998	CEREAL CITY WINDOW CLEANING	636	500.00
08/02/2013	285999	CITY OF KALAMAZOO (TRANS MILLA	4649	45,855.69
08/02/2013	286000	CITY OF KALAMAZOO TREASURER	540	207,934.08
08/02/2013	286001	CITY OF PORTAGE	177	2,550.00
08/02/2013	286002	CLARK, RONALD	532	480.25
08/02/2013	286003	CLIPPER, BARBIE	999999	120.00
08/02/2013	286004	COLE CENTURY BUICK PONTIAC GMC	902	19.26
08/02/2013	286005	COMSTOCK PUBLIC SCHOOLS	1671	352.43
08/02/2013	286006	CONCRETE CENTRAL, INC.	4898	1,508.80
08/02/2013	286007	CONSUMERS CONCRETE CORP.	187	2,518.15
08/02/2013	286009	CONSUMERS ENERGY-BILL PMT CNT	189	58,193.86
08/02/2013	286010	CREDIT BUREAU COLLECTIONS SERV	999999	523.32
08/02/2013	286011	CROSSROADS CAR WASH	195	197.50
08/02/2013	286012	JOHN DEERE LANDSCAPES	4448	92.10
08/02/2013	286013	DEVON TITLE AGENCY	999999	353.33
08/02/2013	286014	DEVON TITLE AGENCY	999999	43.22
08/02/2013	286015	DIGITAL HIGHWAY WIRELESS SOLUT	4839	4,201.28
08/02/2013	286016	DRIESENGA & ASSOCIATES, INC.	3277	728.00
08/02/2013	286017	ECCU	999999	11.29
08/02/2013	286018	EMERGENCY VEHICLE PRODUCTS	2948	2,648.12
08/02/2013	286019	FADER EQUIPMENT, INC.	688	1,325.45
08/02/2013	286020	FARM N GARDEN	833	2,516.85
08/02/2013	286021	FAWLEY OVERHEAD DOOR, INC.	690	85.00
08/02/2013	286022	FERRELLGAS, LP	384	75.16

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
08/02/2013	286023	FIDELITY NATIONAL TITLE CO	999999	268.49
08/02/2013	286024	FINITI	999999	63.04
08/02/2013	286025	FLIERS UNDERGROUND SPRINKLING	1407	844.72
08/02/2013	286026	GIPSON, GAYDENE	999999	192.00
08/02/2013	286027	GLOBUS & COSMOS	3487	7,121.60
08/02/2013	286028	GORDON FOOD SERVICE	502	130.60
08/02/2013	286029	GRAND TRAVERSE RESORT & SPA LL	4166	373.20
08/02/2013	286030	GREAT CLIPS	999999	55.00
08/02/2013	286031	GREATER KALAMAZOO FOP LODGE 98	623	2,636.16
08/02/2013	286032	GREATER KALAMAZOO FOP LODGE 98	623	549.20
08/02/2013	286033	GREATER KALAMAZOO UNITED WAY	628	1,267.68
08/02/2013	286034	GRIFFIN PEST SOLUTIONS, INC.	598	65.00
08/02/2013	286035	HALL, CECELIA	999999	192.00
08/02/2013	286036	HALT FIRE, INC.	4781	19.77
08/02/2013	286037	B L HARROUN & SON INC.	124	117.75
08/02/2013	286038	HARTMAN, CHARLES	913	188.00
08/02/2013	286039	HETTIG, VICKI	999999	8,129.00
08/02/2013	286040	HOADLEY, LEO	4228	44.00
08/02/2013	286041	HOEKSTRA ROOFING CO.	1186	331.00
08/02/2013	286042	HOME DEPOT	691	1,890.08
08/02/2013	286043	INT'L PERSONNEL MGMT ASSOC	1048	379.00
08/02/2013	286044	INTERNATIONAL CITY MANAGEMENT	3344	2,075.66
08/02/2013	286045	THE IRRIGATOR	2047	181.56
08/02/2013	286046	IRWIN JR., LOUIS A	3303	393.96
08/02/2013	286047	JAMES, BECCA & ALEX	999999	465.00
08/02/2013	286048	JONS TO GO PORTABLE RESTROOM	3201	500.00
08/02/2013	286049	KALAMAZOO COUNTY TREASURER	999999	29.20
08/02/2013	286050	KALAMAZOO COUNTY TREASURER	514	11,886.08
08/02/2013	286051	KALAMAZOO FLAG COMPANY	4787	843.00
08/02/2013	286052	KALAMAZOO LANDSCAPE SUPPLIES	90	611.75
08/02/2013	286053	KALAMAZOO REG'L EDUC SVS AGENG	721	8,431.82
08/02/2013	286054	KALAMAZOO SPORTSWEAR	229	129.60
08/02/2013	286055	KALAMAZOO VALLEY COMMUNITY COL	230	4,874.64
08/02/2013	286056	KELLY RADIATOR & AUTO REPAIR	4591	542.00
08/02/2013	286057	KENT CO FRIEND OF THE COURT	999999	500.00
08/02/2013	286058	KLOSTERMAN DISTRIBUTING	3805	1,097.91
08/02/2013	286059	KRAMS STAYWELL, LLC	1736	33.00
08/02/2013	286060	KUBICEK, MARIE	999999	30.00
08/02/2013	286061	KUEHN, PAULA	999999	100.00
08/02/2013	286062	KZOO TIRE COMPANY	564	119.00
08/02/2013	286063	LAWSON PRODUCTS, INC	240	2,751.75
08/02/2013	286064	LEMEN OIL CO.	2595	36,339.12
08/02/2013	286065	LIFELOC TECHNOLOGIES, INC.	3732	66.00
08/02/2013	286066	LOCEY SWIM POOL CO.	243	202.40
08/02/2013	286067	LONG LAKE LAKE BOARD	1720	9,930.00
08/02/2013	286068	LOUTHAN, WILLIAM F	3021	305.50
08/02/2013	286069	LOWE'S HOME CENTER	2630	330.60
08/02/2013	286070	M E R S	3708	102,238.00
08/02/2013	286071	M M R M A	945	201,626.50
08/02/2013	286072	MARQUIS AUTO PARTS	4850	65.00
08/02/2013	286073	MCNALLY ELEVATOR CO.	256	352.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
08/02/2013	286074	MI GOVT FINANCE OFFICERS ASSOC	2134	100.00
08/02/2013	286075	MI MUNICIPAL TREASURER'S ASSOC	999999	325.00
08/02/2013	286076	MICH MUNICIPAL POLICE & FIRE R	4777	2,706.12
08/02/2013	286077	MICHAEL BALSITIS, INC	999999	240.77
08/02/2013	286078	MICHIGAN PAVEMENT MARKINGS LLC	1358	76,941.00
08/02/2013	286079	MICHIGAN PAVING & MATERIALS CO	3389	153,096.64
08/02/2013	286080	MIDLAND POLICE DEPARTMENT	999999	950.00
08/02/2013	286081	MLIVE MEDIA GROUP	89	4,455.93
08/02/2013	286082	NATIONAL FIRE PROTECTION ASSOC	4099	1,165.50
08/02/2013	286083	NATIONAL RECREATION & PARK AS.	919	150.00
08/02/2013	286084	NEW FRESH CLEANING SERVICE	4351	1,380.00
08/02/2013	286085	A NEW LEAF	635	85.00
08/02/2013	286086	NIEWOONDER & SONS INC, E.	782	1,476.34
08/02/2013	286087	NYCUM, CAROLYN	999999	102.00
08/02/2013	286088	NYE UNIFORMS	299	2,590.38
08/02/2013	286089	OAKLAND COMMUNITY COLLEGE	999999	75.00
08/02/2013	286090	OFFICE DEPOT, INC.	1721	534.98
08/02/2013	286091	OFFICEMAX INCORPORATED	301	584.56
08/02/2013	286092	ONSTAFF USA INC	4329	299.28
08/02/2013	286093	ORIENTAL TRADING CO.	3819	67.99
08/02/2013	286094	OUR DESIGNS, INC.	3090	3,391.20
08/02/2013	286095	P C MALL GOV. INC.	3945	325.50
08/02/2013	286096	PATESEL, TERRY	4455	40,280.43
08/02/2013	286097	PCM SALES, INC.	4852	6,469.66
08/02/2013	286098	PETERMAN CONCRETE CO.	310	.00
08/02/2013	286099	PETTY CASH-FIRE	610	487.42
08/02/2013	286100	PETTY CASH-PARKS	536	2,598.88
08/02/2013	286101	PORTAGE DISTRICT LIBRARY	810	10,049.02
08/02/2013	286102	PORTAGE PUBLIC SCHOOLS	590	2,000.00
08/02/2013	286103	PRINCIPAL FINANCIAL GROUP	2495	1,275.00
08/02/2013	286104	PROGRESSIVE MEDICAL INTERNAT'L	829	100.00
08/02/2013	286105	PSI IOTA XI	999999	2,118.40
08/02/2013	286106	QUADRANT II MARKETING, LLC	3139	1,091.42
08/02/2013	286107	RATHCO SAFETY SUPPLY, INC.	327	1,473.01
08/02/2013	286108	RIDGE AUTO NAPA	438	55,752.92
08/02/2013	286109	ROTARY LIFT	4892	514.80
08/02/2013	286110	SAMES, ROBERT	999999	512.98
08/02/2013	286111	SHERWIN WILLIAMS	356	1,250.00
08/02/2013	286112	SIGN ART	1174	450.83
08/02/2013	286113	SIMMONS FORD	2064	1,032.47
08/02/2013	286114	SPRINT	3721	6,900.00
08/02/2013	286115	STANDARD & POOR'S	1057	2,018.34
08/02/2013	286116	STAP BROS LAWN & LANDSCAPE, INC	366	60.00
08/02/2013	286117	STATE SYSTEMS RADIO, INC	369	687.82
08/02/2013	286118	STEENSM LAWN & POWER EQUIPMEN	3222	55.00
08/02/2013	286119	C. STODDARD & SONS INC.	1444	396.00
08/02/2013	286120	SWANK MOTION PICTURES, INC.	2694	907.08
08/02/2013	286121	TERMINALDEPOT	4882	1,316.00
08/02/2013	286122	JOHANNA THOMPSON	4682	23.88
08/02/2013	286123	TRACTOR SUPPLY CORP.	2817	100.00
08/02/2013	286124	TRIMMER, SHAFON	999999	100.00

FROM 07/21/2013 TO 08/11/2013

ALL
 BANK CODE

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
08/02/2013	286125	U S BANK	3497	112.50
08/02/2013	286126	UNITED PARCEL SERVICE	545	67.29
08/02/2013	286127	USA TODAY	999999	56.26
08/02/2013	286128	VANDERBILT, JOHN	668	141.00
08/02/2013	286129	VERIZON WIRELESS SERVICES, LLC	4653	1,787.04
08/02/2013	286130	WATKINS, GREG	4231	180.00
08/02/2013	286131	WERBINSKI, JANICE OR LACOMBE, C	999999	11.11
08/02/2013	286132	WHITLOCK BUSINESS SYSTEMS, INC	4868	2,016.73
08/02/2013	286133	WINDEMULLER ELECTRIC, INC.	3061	3,700.00
08/02/2013	286134	WINDER POLICE EQUIPMENT, INC.	429	223.37
08/02/2013	286135	WYOMING ASPHALT PAVING CO. INC	1222	328.80
08/02/2013	286136	7TH DISTRICT COURT	999999	200.00
08/02/2013	286137	HAMRICK, JIM	999999	120.00
08/02/2013	286138	M P E L R A	2305	210.00
08/08/2013	286139	PETTY CASH-PARKS	536	806.25
08/08/2013	286140	SPEETER, JOHN	999999	700.00
08/08/2013	286141	U S POSTMASTER	392	3,446.00
08/09/2013	286142	NATIONS TITLE AGENCY	4687	1,500.00

DATE RANGE TOTAL * 1,244,611.09 *

Bank Vendor	Payment Amount	Date	Vendor Name
00 0000597	12,846.28	8/02/2013	ABONMARCHE CONSULTANTS, INC
00 0000109	547.00	8/02/2013	ALL-TRONICS, INC.
00 0000113	286.31	8/02/2013	AMERICAN SAFETY & FIRST AID
00 0003428	600.00	8/02/2013	ANIMAL REMOVAL SERVICE, LLC
00 0003114	16,458.75	8/02/2013	B & B YARDSCAPE
00 0003495	71.04	8/02/2013	BATTERIES PLUS
00 0003018	282.00	8/02/2013	BEBBE, RONALD E.
00 0000211	352.28	8/02/2013	DEPATIE FLUID POWER CO., INC.
00 0000226	2,219.60	8/02/2013	E J USA, INC.
00 0002973	2,927.55	8/02/2013	ENGINEERED PROTECTION SYSTEMS, INC.
00 0000008	1,050.20	8/02/2013	ENTERMANN-ROVIN CO.
00 0000692	143.45	8/02/2013	ETNA SUPPLY, INC.
00 0001455	220.00	8/02/2013	FORSHEE, MARK
00 0000699	1,326.74	8/02/2013	W W GRAINGER INC
00 0001327	2,400.00	8/02/2013	HI-TECH ELECTRIC CO.
00 0004103	9,277.00	8/02/2013	HURST MECHANICAL, INC.
00 0000063	178.20	8/02/2013	INDUSCO SUPPLY CO., INC.
00 0004143	15,681.00	8/02/2013	IRISH AYRES ENTERPRISES, LLC
00 0003488	11,230.04	8/02/2013	JONES & HENRY ENGINEERS, LTD
00 0003783	330.00	8/02/2013	KEHOE, EDWARD J
00 0004409	180.00	8/02/2013	KOPEC, CASEY
00 0000662	157.50	8/02/2013	MALZ, DONALD
00 0004746	302.02	8/02/2013	MAURER'S TEXTILE RENTAL SERVICES
00 0004406	104.00	8/02/2013	MEDEMA, TIMOTHY
00 0004724	732.00	8/02/2013	MEJEUR ELECTRIC LLC
00 0003971	180.00	8/02/2013	MORRIS, JOY E
00 0004878	160.00	8/02/2013	ORTNER, RICHARD
00 0000625	1,388.88	8/02/2013	PORTAGE FIREFIGHTERS
00 0000504	240.00	8/02/2013	PORTAGE ON-CALL FIREFIGHTERS
00 0000624	1,573.44	8/02/2013	PORTAGE POLICE OFFICERS ASSOC
00 0004826	60.00	8/02/2013	POULIOT, GRETCHEN
00 0004821	4,650.00	8/02/2013	POWERDMS, INC.
00 0002584	1,448.42	8/02/2013	PRECISION PRINTER SERVICES INC
00 0004386	998.21	8/02/2013	RIETH-RILEY CONSTRUCTION CO INC
00 0002300	47.00	8/02/2013	ROBERTS, CHARLES D
00 0001505	144.00	8/02/2013	SNELL, DEBRA
00 0004655	1,200.00	8/02/2013	SOLARWINDS, INC.
00 0004417	209.00	8/02/2013	THOMPSON, HELENE
00 0001862	528.72	8/02/2013	U A W, LOCAL 2290
00 0004609	167,775.40	8/02/2013	UNITED WATER ENVIRONMENTAL SERVICES
00 0004775	188.00	8/02/2013	VANDERBERG, WARD M
00 0004408	245.00	8/02/2013	WEST, STEVEN R
00 0004779	290.00	8/02/2013	WIGHTMAN & ASSOCIATES, INC.
00 0002613	943.40	8/02/2013	WINGFOOT COMMERCIAL TIRE
	<u>Total Amount</u>		262,172.43

Total EFT counts: 44

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager



SUBJECT: Construction Board of Appeals Abatement Order – 2918 West Milham Avenue

SUPPORTING PERSONNEL: Victoria Georgeau, Director of Community Development

ACTION RECOMMENDED:

That City Council:

- a. accept the order of the Construction Board of Appeals to remove all debris from the house and property exterior at 2918 West Milham Avenue; and
- b. authorize the City Administration to take the necessary action to remove all debris from the house and property exterior, place a lien and assess the property to recover the costs associated with abatement consistent with the ordinance.

EXECUTIVE SUMMARY:

An Unsafe Structure Ordinance has been adopted by the city that requires buildings be maintained in safe and sanitary condition. Such an ordinance protects the health, safety and welfare for both the residents of the building and also those in the immediate neighborhood. When a structure is found to be unsafe and/or unfit, notifications are provided to the property owner that identify specific time frames for addressing the noted issues. If the items are not addressed, a Show Cause Hearing is held before the Construction Board of Appeals, which in this case resulted in a recommendation to City Council regarding an abatement order. This process has been pursued for the property at 2918 West Milham Avenue and is now presented to City Council for action.

BACKGROUND INFORMATION:

On March 11, 2013 a severe hoarding situation was discovered by the Portage Public Safety Fire Division during a medical response. In accordance with the Unsafe Structure Ordinance, on March 25th, an Unsafe/Unfit Structure Notice was posted on site and mailed to the property owners/occupant, providing 30-days to bring the house into compliance with City Code. Subsequently, the city facilitated assistance through Adult Protective Services and three 40-yard dumpsters were made available for the use of the property owners/occupant to remove debris from the house and property exterior. After assistance/funding by Adult Protective Services was exhausted, additional progress on removing debris from the property stalled.

Subsequently, on June 27, 2013, the Construction Board of Appeals held a Show Cause Hearing to review the matter. At the conclusion of the hearing, an order was established by the Board requiring that all debris be removed from the house and property exterior within 30-days. If the owner failed to remove the debris, the Construction Board of Appeals recommended that the matter be transmitted to City Council for authorization to remove and discard all rubbish and debris from the house and property exterior.

Since the Construction Board of Appeals order, some additional progress has been demonstrated by the property owners/occupant. However, considerable debris remains as shown in the August 5, 2013 photographs, and as summarized in the August 9, 2013 letter to the property owners/occupant, additional housing maintenance concerns have also been identified.

If City Council approves the order and authorizes the City Administration to take the necessary action to remove the debris, the cost of the removal (estimated at \$5,000) will be placed as a lien against the real property and reported to the City Assessor and Finance Director to assess the costs of the action against the property. If not paid, the cost will be added to the tax roll and collected consistent with Section 24, Article 5 of the Code of Ordinances.

The condition of the house and property create a negative impact on the surrounding neighborhood and present a safety concern to any occupants of the house. It is recommended that City Council approve the Construction Board of Appeals order and authorize the City Administration to take necessary actions to remove the debris from the house and property exterior. In accordance with the Unsafe Structure Ordinance, abatement of the property may begin 20-days after approval by City Council.

FUNDING: The cost of the removal (estimated at \$5,000) will be placed as a lien against the real property and reported to the City Assessor and Finance Director to assess the costs of the action against the property.

Attachments: Vicinity Map
March 25, 2013 Unsafe/Unfit Structure Notice
June 12, 2013 Notice of Show Cause Hearing
June 27, 2013 Construction Board of Appeals Meeting Minutes
July 9, 2013 communication to owners/occupant of 2918 West Milham Avenue
August 5, 2013 inspection photos of 2918 West Milham Avenue
August 9, 2013 communication to owners/occupant of 2918 West Milham Avenue



Department of Community Development

March 25, 2013

Sent Certified Mail and Posted on Site

Janet K Vos
2918 West Milham Avenue
Portage, MI 49024

Doug Vos
2918 West Milham Avenue
Portage, MI 49024

Judith Sabo
707 Stockbridge, Apt. 2
Kalamazoo, MI 49001

Denise Newberry
11850 M-33
Atlanta, MI 49709

Dear Ms. Janet Vos, Mr. Doug Vos, Ms. Judith Sabo and Ms. Denise Newberry:

RE: Unsafe/Unfit Structure - Notice to Owners/Occupants – 2918 West Milham Avenue

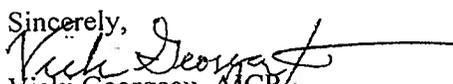
The City of Portage property maintenance regulations require that buildings and properties be maintained and repaired in the interests of protecting the health, safety and welfare of the occupants of the building and surrounding neighborhood. The current condition of the house at 2918 West Milham Avenue is unsafe and unfit for human occupancy as defined in Section 42-1341 of the City of Portage Code of Ordinances. A recent inspection of the house and property determined that the following items were in need of correction:

1. The house is filled with rubbish and debris that severely restrict free passage throughout the dwelling and also creates unsanitary living conditions. Emergency egress from the house, including the stairway, is severely impacted due to the debris. Trash and debris also exist on the exterior of the property.
2. Required service/safety clearances are not provided for the electrical panel, water heater or furnace. (A minimum 24–36-inch service clearance is required dependant upon the model of the units.) The material surrounding the equipment is combustible and presents a fire danger. Because of the amount of debris throughout the dwelling it cannot be determined if the heating, plumbing and other essential utilities for the house are functioning correctly.
3. It is believed that the house may be infested with bugs (bedbugs, lice, etc.).

Your effort to have the above listed violations corrected within thirty (30) days from the date of receipt of this notice is necessary to avoid enforcement action. If corrective action is not initiated, the matter will be scheduled before the Construction Board of Appeals seeking an abatement and/or demolition order. The costs of the abatement or demolition order shall be due and payable by the property owner or as a lien placed against the property.

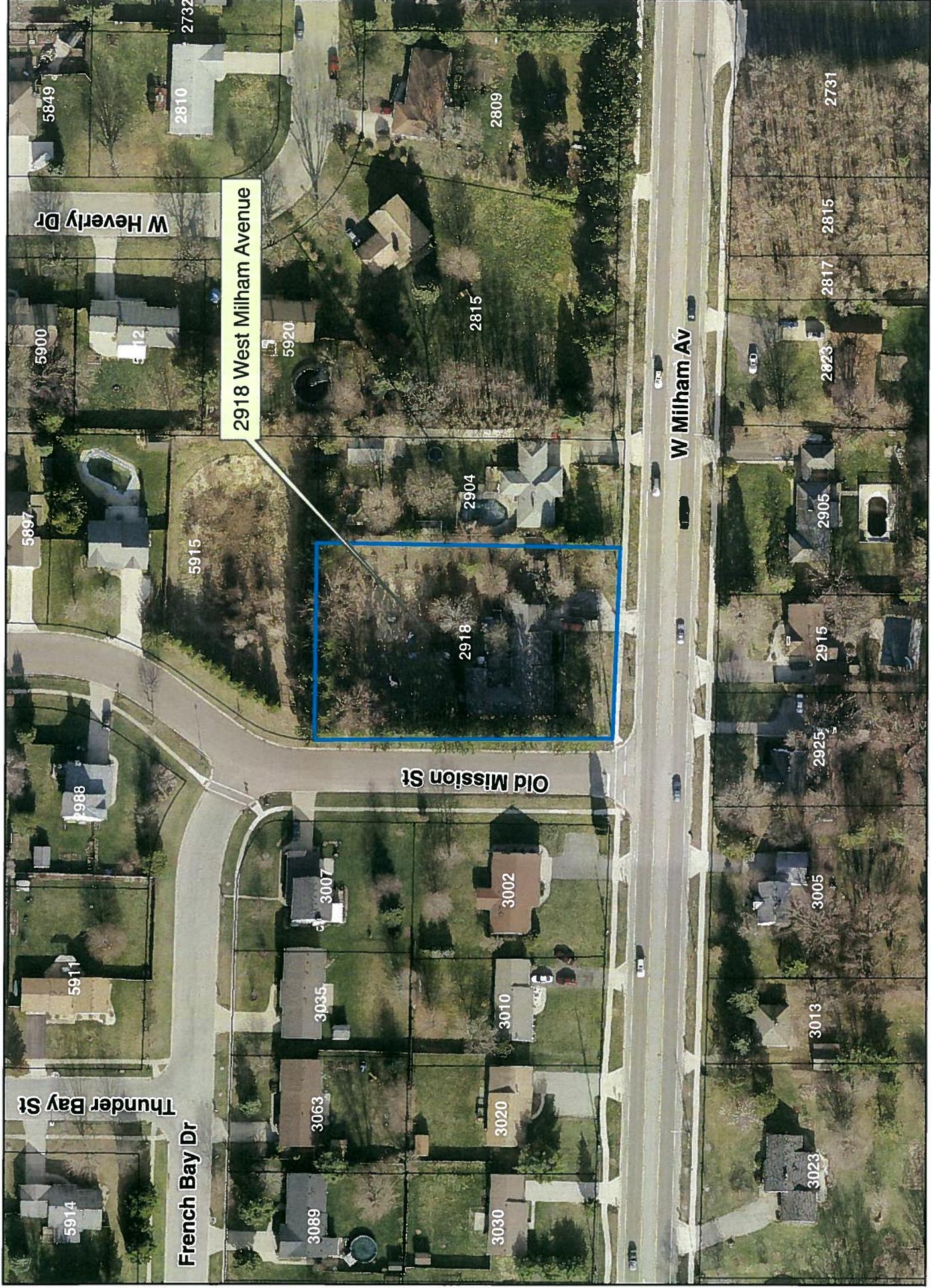
It is recognized that assistance may be necessary to correct these violations. You are encouraged to remain in contact with Ms. Christina Tafoya, Adult Protective Services at 269-870-6849 for support and other help that may be available. In addition, you may also wish to contact Housing Resources, Inc. at 382-0287, which may be able to assist with identifying affordable housing options for the occupant(s) of the dwelling.

If you have any questions or need further information, please contact the Department of Community Development at 269-329-4466.

Sincerely,

Vicki Georgeau, AICP
Director

C. Robert Peck, Director Adult Protective Services, 322 East Stockbridge Avenue, Kalamazoo, MI 49001
Christina Tafoya, Adult Protective Services, 322 East Stockbridge Avenue, Kalamazoo, MI 49001
Ec.. Kyle Doster, Portage Police Department
Terry Novak, Deputy Director of Building and Housing Services

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2918 West Milham Avenue





Department of Community Development

June 12, 2013

Sent Certified Mail Return Receipt and Posted on Site

Janet K Vos
2918 West Milham Avenue
Portage, MI 49024

Doug Vos
2918 West Milham Avenue
Portage, MI 49024

Judith Sabo
707 Stockbridge, Apt. 2
Kalamazoo, MI 49001

Denise Newberry
11850 M-33
Atlanta, MI 49709

Dear Ms. Janet Vos, Mr. Doug Vos, Ms. Judith Sabo and Ms. Denise Newberry:

RE: Notice of Show Cause Hearing – 2918 West Milham Avenue

The house located at 2918 West Milham Avenue has not been made safe in accordance with the provisions of the Codified Ordinances of the City of Portage, Michigan. The following defects, conditions and/or violations cited in the March 25, 2013 Unsafe/Unfit Structure notice have not been properly addressed:

1. While some progress has been made, significant rubbish and debris remains in the house, which severely restricts free passage throughout the dwelling and also creates unsanitary living conditions. Emergency egress from the house, including the stairway, is severely impacted due to the debris. Trash and debris also exist on the exterior of the property.
2. Required service/safety access and clearances are not provided for the electrical panel, water heater or furnace. (A minimum 24–36-inch service clearance is required dependant upon the model of the units.) The material surrounding the equipment is combustible and presents a fire danger. Because of the amount of debris throughout the dwelling it cannot be determined if the heating, plumbing and other essential utilities for the house are functioning correctly.
3. It is believed that the house may be infested with bugs (bedbugs, lice, etc.).

As a result of these continued violations, you are hereby notified that a hearing on the condition of the house will be held before the Construction Board of Appeals at 5:00 p.m. on June 27, 2013. The meeting will be held in Conference Room One of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. At this hearing, you will have the opportunity to show cause as to why the house should not be ordered demolished, properly maintained or otherwise made safe. The owner(s) and any occupant(s) of the house shall have the right at the hearing to cross-examine witnesses who testify against the owners' and/or occupants' interests and the right to produce witnesses on your own behalf, including the use of pictures, video tapes or other recording devices.

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

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

Sincerely,

Vicki Georgeau, AICP
Director

cc: Terry A. Novak, Deputy Director of Building Services
Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services
Jeff Mais, Zoning and Code Administrator

S:\2012-2013 Department Files\Address Files\MMilham West\2013 06 06 TAN West Milham 2918 (Show Cause Hearing).doc

7900 South Westnedge Avenue ♦ Portage, Michigan 49002 ♦ (269) 329-4477

www.portagemi.gov

CITY OF PORTAGE CONSTRUCTION BOARD OF APPEALS

DRAFT

Minutes of Meeting – June 27, 2013

The City of Portage Construction Board of Appeals meeting of June 27, 2013 was called to order at 5:00 PM in Conference Room #1 of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

MEMBERS PRESENT:

Carlyln Compton, Gary Gilchrist, William Leach, Barney Martlew, Lawrence Schmidt and George Theodoru

MEMBERS ABSENT:

None

MEMBERS EXCUSED:

John Kounelis

IN ATTENDANCE:

Terry Novak, Deputy Director of Building and Housing Services, Mike Beery, Building Inspector and Jeff Mais, Zoning and Codes Administrator

APPROVAL OF MINUTES:

The minutes of July 30, 2012 were approved.

BOARD ACTION:

2918 West Milham Avenue – Show Cause Hearing, conditions within a single-family detached house.

Deputy Director Novak provided an overview of the condition of the house and the history of events that have occurred since March 2013. Deputy Director Novak advised that the owner of the house, Janet Vos, was deceased and that her daughter, Ms. Judith Sabo was in attendance as a representative of the property. Ms. Sabo provided information to the Board regarding the financial difficulties she had experienced in removing the debris from the house. Deputy Novak indicated to the Board that Adult Protective Services was also involved in the matter and had provided three 40-yard dumpsters for debris removal, however, could no longer provide financial assistance for additional dumpsters. Ms. Sabo indicated that she had discovered a company that would provide a dumpster at a reduced price and that she anticipated being able to pay for the dumpster service by the second week of July. Zoning and Codes Administrator Jeff Mais indicated that he had inspected the property and it was his estimation that approximately 60 percent of the debris had been removed. Mr. Mais added that during the time the dumpsters were available, significant progress was demonstrated in cleaning the property.

Member Leach inquired if anyone was currently living in the house. Ms. Sabo indicated that her brother had lived with their mom in the house his entire life and was continuing to stay there. Ms. Sabo added that her brother now recognized the “hoarding” situation that occurred and was actively helping to remove the material. The Board discussed several items pertaining to the house including; the need for the situation to be corrected as soon as possible, related dangers of living in the conditions of the house, and potential funding and assistance resources that Ms. Sabo may wish to pursue. The Board also advised Ms. Sabo that if the matter was not resolved, it could be transmitted to City Council seeking authority for the City Administration to have the work completed with the associated costs charged to the property owner. If the costs were not paid, a lien would be placed on the property. Ms. Sabo indicated that she understood the process and that in the long run, it may be what is needed. However, she would like 30 days to try and correct the matter.

A motion was made by Member Leach and seconded by Member Compton that the property owner be provided 30-days to remove all debris from the house and property exterior and if necessary, the house be treated for infestation. At the conclusion of the 30-day period, staff be permitted to perform an inspection to determine compliance with the order and also to review the electrical, plumbing and mechanical systems of the house. Failure to comply with the order will result in the matter being referred to City Council with a recommendation that the city be authorized to remove and discard all rubbish and debris from the interior of the house and property exterior. Any and all costs incurred for such action are to be collected as permitted in the City of Portage Unsafe Structure Ordinance. The motion passed unanimously.

8833 Shaver Road – Show Cause Hearing, commercial building in disrepair.

Deputy Director Novak provided information to the Board regarding the history associated with the building since November 2012. Mr. Evan Eichhorn, property owner was in attendance representing the property. Deputy Novak advised the Board of the concern related to the condition of the building and highlighted several areas in need of attention. Building Inspector Mike Beery provided information to the Board based on his meetings with Mr. Eichhorn and inspections he had completed on the building with Fire Marshal Larry Moore and Electrical Inspector Ron Deering. Inspector Beery detailed the severe roof leak and damage he observed to the steel truss system located in the center of the south portion of the building. Inspector Beery emphasized the danger of the water intrusion into the building and associated electrical system. Inspector Beery also provided information to the Board regarding cracks he observed in the block walls. Deputy Director Novak advised the Board that the building consisted of three sections: Two large sections located on the east side of the building that comprised the manufacturing portion of the facility and a smaller office area located in the west portion of the building. Deputy Director Novak advised that the electrical system had been disconnected/removed from the south portion of the manufacturing area for safety reasons and that an electrical permit had been obtained in December 2012 to correct the electrical components in the office portion of the building. The proposed electrical work in the office area, however, had not been completed. The concern was for the electrical components located in the north manufacturing portion and office area of the building and the water infiltration. Deputy Director Novak indicated that substantial progress had been demonstrated in removing some of the debris out of the building and clearing exit paths, however, the primary safety matter regarding the continued water leakage of the roof and dangerous conditions it presented remained. Mr. Eichhorn advised that he had been working with a roofing contractor and was making arrangements to have the roof completely replaced by the end of September. Mr. Eichhorn advised that he realized how important it was to have the roof corrected, however, wished to do it right. He added that in approximately 2 - 3 weeks he would have the funds available to begin the work and



Department of Community Development

July 9, 2013

Doug Vos
2918 West Milham Avenue
Portage, MI 49024

Judith Sabo
707 Stockbridge, Apt. 2
Kalamazoo, MI 49001

Denise Newberry
11850 M-33
Atlanta, MI 49709

Dear Mr. Doug Vos, Ms. Judith Sabo and Ms. Denise Newberry:

RE: Construction Board of Appeals Show Cause Hearing Order for 2918 West Milham Avenue

Enclosed is a copy of the letter recently sent to you advising of the Construction Board of Appeals order on June 27, 2013. As indicated in the attachment, the Board granted 30 days in which to remove all debris from the house interior and property exterior. The deadline to comply with this order is July 27, 2013. To date, no dumpsters have been observed on premises following the hearing, and there is growing concern that the property may not be restored to a sanitary condition at the conclusion of the 30-day period.

Please be advised that the order also stipulates the property will be re-inspected by city staff to determine compliance and an inspection is requested on Monday, July 29th. In the event the property is found to be non-compliant at the time of inspection, city staff will request abatement action be authorized by City Council on August 13, 2013. If Council authorizes the abatement, the dwelling will be subsequently posted as unsafe for occupancy (see enclosed sample notice).

It is again strongly recommended you contact the Michigan Department of Human Services (ph. #337-4900) and/or Housing Resources, Inc. (ph. #382-0287) to inquire into emergency financial assistance to prevent the unsafe structure posting and abatement by the City. If you are not able to comply with the order of the Construction Board of Appeals, you are also strongly encouraged to remove any possessions or household items from the premises that you may consider valuable or do not want disposed by the city prior to authorization and implementation of abatement.

As noted above, an inspection of July 29th is requested. Please contact me to arrange a time for this inspection. In addition, if you have any questions or wish to further discuss this issue, please contact me in the Department of Community Development at 329-4477.

Sincerely,

Jeff Mais
Zoning & Codes Administrator

ec: Kyle Doster, Portage Public Safety, Police Division
Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services
Terry Novak, Deputy Director of Building and Housing Services
Vicki Georgeau, Director

S:\2013-2014 Department Files\Address Files\M\Milham, West\2013 07 09 VG W Milham, 2918 (Unsafe followup).doc

June 28, 2013

Sent Certified Mail and Posted on Site

Janet K Vos
2918 West Milham Avenue
Portage, MI 49024

Doug Vos
2918 West Milham Avenue
Portage, MI 49024

Judith Sabo
707 Stockbridge, Apt. 2
Kalamazoo, MI 49001

Denise Newberry
11850 M-33
Atlanta, MI 49709

Dear Ms. Janet Vos, Mr. Doug Vos, Ms. Judith Sabo and Ms. Denise Newberry:

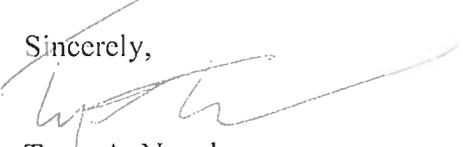
RE: Notice of Construction Board of Appeals Finding - Show Cause Hearing for 2918 West Milham Avenue

This correspondence is provided to advise you of the Construction Board of Appeals Correction Order for the single family house located at 2918 West Milham Avenue.

As you are aware, on June 27, 2013 at 5:00 PM in Conference Room One, Portage City Hall, the Construction Board of Appeals held a Show Cause Hearing for the single family house located at 2918 West Milham Avenue. At the conclusion of the hearing an order was established by the Board requiring that within 30-days all debris from the house and property exterior be removed and if necessary, the house be treated for infestation. At the conclusion of the 30-day period, staff be permitted to perform an inspection to determine compliance with the order and also to review the electrical, plumbing and mechanical systems of the house. Failure to comply with the order will result in the matter being referred to City Council with a recommendation that the city be authorized to remove and discard all rubbish and debris from the interior of the house and property exterior. Any and all costs incurred for such action are to be collected as permitted in the City of Portage Unsafe Structure Ordinance.

If you have any questions or wish to further discuss this issue, please contact me in the Department of Community Development at 329-4477.

Sincerely,



Terry A. Novak,
Deputy Director of Building and Housing Services

cc: Vicki Georgeau, Director of Community Development
Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services

S:\2012-2013 Department Files\Address Files\MMilham West\2013 06 28 TAN 2918 West Milham Show Cause Findings.doc

NOTICE

This structure is unsafe for occupancy, and shall not be occupied until it is made to comply with the City of Portage ordinances.

All persons unless authorized, must keep out of the building and away from the premises!

ALL PERSONS ACTING CONTRARY TO THIS ORDER OR REMOVING OR MUTILATING THIS NOTICE ARE SUBJECT TO PROSECUTION FOR VIOLATING THE CODIFIED ORDINANCES OF THE CITY OF PORTAGE.

By order of _____

City of Portage

Date _____

2-1-1

Get Connected. Get Answers.



service of Gryphon Place
104 South Westnedge
Kalamazoo, MI 49008



2-1-1

Get Connected. Get Answers.



GIVE HELP | GET HELP **Thousands of programs. One call.**

When you don't know where to turn...

DIAL 2-1-1 or 381-HELP

24 hours a day / 7 days a week



2918 W Milham Avenue
August 5, 2013



2918 W Milham Avenue
August 5, 2013



2918 W Milham Avenue
August 5, 2013



2918 W Milham Avenue
August 5, 2013



2918 W Milham Avenue
August 5, 2013



2918 W Milham Avenue
August 5, 2013





Department of Community Development

August 9, 2013

Sent Certified Mail and Posted on the Site

Doug Vos
2918 West Milham Avenue
Portage, MI 49024

Judith Sabo
707 Stockbridge, Apt. 2
Kalamazoo, MI 49001

Denise Newberry
11850 M-33
Atlanta, MI 49709

Dear Mr. Doug Vos, Ms. Judith Sabo and Ms. Denise Newberry:

RE: Compliance Inspection Results for 2918 West Milham Avenue

As you are aware, an order was issued by the Construction Board of Appeals on June 27, 2013 requiring that all debris be removed from the interior of the house and property exterior within 30 days. A follow up inspection to determine compliance with the order and also to provide inspection of the mechanical components and utilities for the house was conducted on August 5, 2013. While some additional progress has been made, at the time of the inspection the following was observed:

1. Debris removal from the house interior has not been completed. Remaining debris (garbage, cast off materials) in the kitchen, bathrooms, family room, four bedrooms, basement and garage must be removed.
2. Debris removal from the property exterior has also not been completed. Remaining exterior debris must be removed.

Please be advised that because the requirements of the Construction Board of Appeals order has not been met, city staff will request abatement action to be authorized by City Council on Tuesday, August 27, 2013. The City Council meeting will be held at 7:30 p.m. on August 27th at City Hall, 7900 South Westnedge Avenue. At this meeting, city staff will request authorization to enter the property and remove all debris from the interior of the dwelling, attached garage and property exterior. The actual cost of debris removal, including city staff oversight of the abatement, will be charged to the property owner. If the cost of abatement is not paid by the property owner, a tax lien will be placed on the property for cost recovery purposes.

In addition, because passage was possible to areas of the house not previously inspected, the following code violations were discovered:

3. The furnace for the house is non-functional. The exhaust venting for the furnace has severely deteriorated presenting a life-safety hazard for carbon monoxide poisoning. In this regard, information has been forwarded to Consumers Energy to determine if the gas service to the dwelling should be shut off. While a decision on this matter is pending, the furnace shall not be operated until it has been repaired/replaced by a State of Michigan licensed mechanical contractor. A mechanical permit will need to be obtained and the work completed within 30 days.

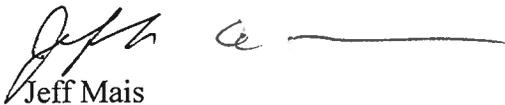
4. The water heater for the house is non-functional. The water heater is improperly vented and shall not be operated until the water heater and venting has been replaced/repared by a State of Michigan licensed mechanical contractor. A mechanical permit will need to be obtained and the work completed within 30 days.
5. The wood stove located in the basement is not compliant with the mechanical code and cannot be operated. The stove needs to be permanently disconnected and should be removed from the basement.
6. A smoke detector needs to be installed in the hallway outside of the bedrooms. It is recommended that smoke detectors also be installed in each of the bedrooms and in the basement.
7. Non-porous floor surfaces will need to be installed or provided in the kitchen and bathrooms.
8. Due to the age and unsanitary condition of the kitchen appliances, it is strongly suggested that the appliances (stove, garbage disposal, etc.) not be operated until they are made sanitary and inspected and/or serviced by an appliance professional.
9. Unsanitary and unsafe carpeting is located throughout the house. Several areas of carpeting have been soiled with various contaminants and miscellaneous debris including broken glass. The carpeting in the living room needs to be removed. Carpeting in other areas of the house needs to be cleaned so it is safe and sanitary, or removed.
10. Unsanitary floors, walls, plumbing fixtures, and appliance surfaces (e.g. bath, refrigerator, counters, oven, toilet, and sinks) in kitchen and bathroom need to be cleaned.
11. Tall grass/weeds in rear yard are present and need to be cut and maintained throughout the property at a height not exceeding eight inches.

You are urged to remove the interior and exterior debris noted in items #1 and #2 above prior to August 27th to avoid authorization of an abatement order. If the debris is removed prior to August 27th, please contact me so an inspection can be scheduled to verify compliance.

In addition, several of the code violations listed above (items #3-11) constitute a structure that is unfit for human occupancy and will need to be corrected as soon as possible, however, no later than 30 days (September 9, 2013) or additional enforcement action may be taken.

If you have any questions or wish to further discuss this issue, please contact me in the Department of Community Development at 329-4477.

Sincerely,



Jeff Mais
Zoning & Codes Administrator

ec: Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services
Terry Novak, Deputy Director of Building and Housing Services
Vicki Georgeau, Director

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager



SUBJECT: New World Systems Contract

SUPPORTING PERSONNEL: Richard White, Director of Public Safety - Police/Fire Chief

ACTION RECOMMENDED: That City Council award a three-year contract to New World Systems Corporation for software maintenance to the Computer-Aided Dispatch and Records Management Systems at a total cost of \$365,107 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

EXECUTIVE SUMMARY:

The current software maintenance agreement with New World Systems expired on June 30, 2013. The Public Safety Department has been pleased with the level of support provided, as well as the continual enhancements to the software provided as part of this agreement. New World Systems is the sole source provider to support the Computer-Aided-Dispatch and Records Management system software.

BACKGROUND INFORMATION:

New World Systems has provided software for the Public Safety Department's Computer-Aided Dispatch and Police Division Records Management systems since 1989. The City of Portage and the New World Systems Corporation have historically included software maintenance as part of these contracts. The current agreement expired June 30, 2013. The new agreement proposed entails a period of three years (FY 2013-14 through FY 2016-17), with no cost increase in year one and a three percent cost increase in year two and year three. Adjustments were made to the invoicing since the last contract, which more accurately reflect the number of modules and licenses being utilized, resulting in a \$9,931 decrease the first year and three percent increase for subsequent years.

FUNDING: General fund, as approved by City Council in the FY 2014-15 budget.

Attachments: Agreement

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and **Portage, MI Police Department** (Customer) sets forth the standard software maintenance support services provided by New World.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 7/1/13 to (end date) 6/30/16.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.
- (f) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to Customer by electronic means.

Additional support services are available as requested by Customer using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed quarterly as detailed on the following page. If taxes are imposed, they are the responsibility of the Customer and will be remitted to New World upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to Customer on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report Customer believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- 10. situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- (b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
- © requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for 400 Server

New World agrees to provide software maintenance at the costs listed below for the following New World Standard Software packages licensed by the Customer:

<u>Application Package</u>	<u>Number of Modules</u>
1. <i>Aegis</i> ® Computer Aided Dispatch (CAD)	16
2. <i>Aegis</i> ® Law Enforcement Records Software	24
3. <i>Aegis</i> ® Public Safety Interface Software	5
4. <i>Aegis</i> ® Photo Imaging Software	3
5. <i>Aegis</i> ® Data Management and Retrieval Tools	2
6. <i>Aegis</i> ® Mobile Management Server Software	3
7. <i>Aegis</i> ® Mobile Software on the RS6000	4
8. <i>Aegis</i> ® Mobile Client Laptop Software	9
9. <i>Aegis</i> ® Mobile Software on the 400 or MSP Server	2
10. <i>Aegis</i> ® ESRI Embedded Applications – Upgrades	2

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Dates</u>
7/1/2013 to 6/30/2014	\$118,123	6/15/13, 9/15/13, 12/15/13, 3/15/14
7/1/2014 to 6/30/2015	\$121,667	6/15/14, 9/15/14, 12/15/14, 3/15/15
7/1/2015 to 6/30/2016	\$125,317	6/15/15, 9/15/14, 12/15/14, 3/15/16

Note: Unless extended by New World, the above costs are available for 90 days after submission of the costs to Customer. After 90 days, New World may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:
Customer: CITY OF PORTAGE

ACCEPTED BY:
New World Systems Corporation

Name: _____

Name: _____

Title: _____

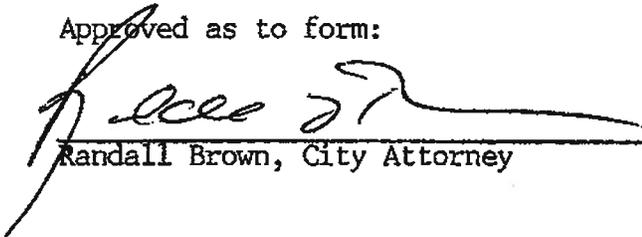
Title: _____

Date: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Approved as to form:



Randall Brown, City Attorney

EXHIBIT A

Portage, MI Police Department

Licensed Application Software

At July, 2013

1. Aegis® Computer Aided Dispatch (CAD)

- Combined LE/Fire/EMS CAD Multi-Jurisdiction
 - Base
 - Call Scheduling Module
 - Call Stacking Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Hydrant Inventory Module
 - Interface to Aegis® Law Enforcement Records Module
 - Interface to Aegis® Fire/EMS Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendations Module
- CAD Mapping (ESRI)
- CAD AVL Playback

2. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdiction Base
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance
- Field Investigations
- Gun Permits and Registration
- Bicycles
- Pawn Shops
- Alarms Tracking and Billing
- Index Cards
- Property Room Bar Coding
- Narcotics Management

Portage, MI Police Department

Licensed Application Software
At July, 2013

3. **Aegis® Public Safety Interface Software**
 - On-Line CAD Interface to State/NCIC
 - E-911 Interface
 - LEIN Interface (On-Line State/NCIC)
 - Fire Records Interface
 - Pictometry Interface
4. **Aegis® Photo Imaging Software**
 - Digital/Document Imaging
 - Capture/View Stations
 - Public Safety Line Ups/Mug Shots
 - Digital Imaging
5. **Aegis® Data Management and Retrieval Tools**
 - Microsoft Word Interface
 - Data Analysis and Mapping
6. **Mobile Management Server Software**
 - Field Reporting Server
 - Data Merge to Aegis/400 LE Records
 - AVL Mapping Server
7. **Mobile Software on the RS6000**
 - Base Message Switch to NCIC
 - New World CAD Interface for Aegis/400
 - Mobile Upload Software
 - AVL Interface
8. **Mobile Client Laptop Software**
 - LE State/NCIC via Switch 17 User(s)
 - Mugshot Images 17 User(s)
 - LE Field Reporting 17 User(s)
 - LE Accident Field Reporting 17 User(s)
 - Mobile Upload of Field Reports 17 User(s)
 - LE CAD Via Switch 17 User(s)
 - LE Accident Field Reporting Compliance 17 User(s)
 - LE Field Reporting Compliance 17 User(s)
 - Fire CAD Via Switch (Messaging) 6 User(s)
9. **Mobile Software on the 400 or MSP Server**
 - MDT/MCT Base LE CAD Interface
 - AVL CAD Interface
10. **Aegis® ESRI Embedded Applications**
 - CAD Mapping Integration
 - Data Analysis / Mapping Integration



July 25, 2013

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Ms. Pam Gwilliams
Portage Police Department
7810 Shaver Road
Portage, MI 49002

Dear Ms. Gwilliams:

New World Systems agrees to provide the software changes per your request as reflected in the attached Proposal Summary.

The attached forms (Exhibit AA and Proposal Summary dated 7/25/2013) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF PORTAGE
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

APPROVED AS TO FORM:

Randall Brown, City Attorney

**EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

I. Total Costs Summary: Licensed Standard Software

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	\$0
ONE TIME PROJECT COST:	<u>\$0</u>

II. Payments for Licensed Standard Software

<u>DESCRIPTION OF PAYMENT</u>	<u>COST</u>
A. ONE TIME PROJECT PAYMENT:	
1. Amount due upon the Effective Date (100%)	\$0
ONE TIME PROJECT PAYMENT:	<u>\$0</u>

III. Standard Software Maintenance Services	(\$9,931)
Standard Software Maintenance Agreement (SSMA) fees will be reduced by \$9,931 at the next annual billing.	

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

PORTAGE POLICE DEPARTMENT, MI

Proposal Summary

July 25, 2013

A. STANDARD APPLICATION SOFTWARE ^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT

DELETED STANDARD SOFTWARE

LAW ENFORCEMENT RECORDS

1. Additional Aegis/MSP Software for Law Enforcement Records
 - Narcotics Management
 - Pawn Shops

MOBILE SOFTWARE ON THE RS/8000

2. Additional Aegis® Software for RS/8000 Message Switch
 - Mobile Upload Software (1-25 units)

MOBILE MANAGEMENT SERVER

3. Aegis/MSP Mobile Management Server Software (1- 20 units)
 - Field Reporting

MOBILE CLIENT SOFTWARE

4. Field-Based Reporting (17 Units)

LE Field Reporting (Federal Standards)

The following 5 New World Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)
- Impound Vehicle (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following New World Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

B. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT
1.	COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost) Standard Software Maintenance Agreement (SSMA) fees will be reduced by \$9,931 for the above software change at the next annual billing.	(\$9,931)

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

MSP ENDNOTES

- ¹ Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.
- ² Prices assume that all software is licensed.
- ³ Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager 

SUBJECT: Ice Control Salt Purchase

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

ACTION RECOMMENDED: That City Council award a contract to:

- a. Detroit Salt Company in the low bid amount of \$41.80 per ton for 3,500 tons of ice control salt at a total cost not to exceed \$146,300 for early delivery; and
- b. North American Salt Company in the low bid amount of \$50.18 per ton for 1,000 tons of ice control salt at a total cost not to exceed \$50,180 for seasonal back up on an as-needed basis;

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

EXECUTIVE SUMMARY:

Each year the city participates in the Michigan Delivering Extended Agreements Locally (MiDEAL) program for the procurement of winter ice control salt. This purchasing program provides the city excellent economic savings due to large volume purchasing power of the state. The state request for ice control salt bids is structured for early deliveries, as well as seasonal back up quantities delivered on an as-needed basis.

BACKGROUND INFORMATION:

The Parks, Recreation and Public Services Department continues to use salt as the most cost-effective deicing agent for assuring safe roadway travel during the winter months. Because MiDEAL is the best purchasing option for this commodity, it is recommended that City Council approve:

- The purchase of 3,500 tons of ice control salt for early delivery at \$41.80 per ton at a total cost not to exceed \$146,300 from Detroit Salt Company. This compares to \$45.21 per ton last year.
- The purchase of 1,000 tons of ice control salt for seasonal back up on an as-needed basis at \$50.18 per ton at a total cost not to exceed \$50,180 from North American Salt Company. This compares to \$54.91 per ton in 2012.
- Authorize the City Manager to execute all documents related to these purchases on behalf of the city.

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

Attachments: N/A

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager



SUBJECT: Acquisition of 1614 West Osterhout Avenue

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

ACTION RECOMMENDED: That City Council approve the purchase of property at 1614 West Osterhout Avenue in the amount of \$155,000, plus current real estate taxes for a total cost of \$162,534.39, and authorize the City Manager to execute all documents related to this purchase on behalf of the city.

EXECUTIVE SUMMARY:

An offer to purchase the property at 1614 West Osterhout is being presented that is in accordance with direction of the City Council given at a previous meeting. This property will certainly be a welcomed addition to the city's park system and will ultimately provide a gateway when developed to the city's paved bike trail system.

BACKGROUND INFORMATION:

During the June 25, 2013 regular meeting, City Council 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. Acquisition of this 18 acre parcel will provide the opportunity for the city to develop a paved trail from Osterhout Avenue north through the Eliason Nature Reserve connecting to the Shaver Road Bikeway along Portage Industrial Drive. Completion of this trail segment will provide community access to the Eliason Nature Reserve from two directions and create a continuous non-motorized paved trail from Osterhout Avenue to Kilgore Road, a distance of almost six miles. The property of 1614 West Osterhout will also provide space for public parking and restroom facilities.

The city has negotiated a favorable sales agreement with a price of \$155,000. The agreement stipulates the city will be responsible for the current real estate taxes of \$7,534.39 for a total city obligation of \$162,534.39.

Therefore, it is recommended that City Council approve the purchase of the property at 1614 West Osterhout Avenue in the amount of \$155,000 and authorize the City Manager to execute all documents related to this action on behalf of the city. Purchase will be subject to due diligence activities to include a boundary survey, a Phase I environmental assessment and title insurance.

FUNDING: Funds have been budgeted in the FY 2013-14 Capital Improvement Program.

Attachments: Location map
Sales Agreement

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into on this 21 day of August, 2013 (the "Execution Date"), by and between The City of Portage, a municipal corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, ("Purchaser"), and JAMB II, LLC, 5302 Bala Cynwyd Ct., Portage, Michigan 49024, ("Seller").

RECITALS

A. Seller owns real estate located in City of Portage, Kalamazoo County, Michigan, which real estate is legally described as follows:

Attached hereto as Exhibit "A"

Approximately 18.5 acres commonly known as 1614 West Osterhout Avenue, Portage, Michigan.

B. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, the Real Estate, together with any and all improvements thereon and all easements, rights, appurtenances and hereditaments thereunto belonging (the "Property").

NOW, THEREFORE, the parties, in consideration of the mutual covenants herein, agree as follows:

ARTICLE ONE PURCHASE PRICE

1.1 The purchase price for the Property ("Purchase Price") shall be the sum of One Hundred and Fifty-Five Thousand (\$155,000.00) Dollars.

1.2 Purchaser shall pay the Purchase Price to Seller at Closing, plus or minus the net amount of any prorations and adjustments required pursuant to the Agreement. Payment may be made by certified check or cashier's check or by wire transfer in immediately available funds.

1.3 The sale is subject to the written approval of Seller's lender, Keystone Community Bank, Kalamazoo, Michigan, (the "Keystone Approval"). Such approval to be obtained no more than thirty (30) days from the Effective Date (as defined in Section 6.1). Seller shall provide the Keystone Approval to Purchaser upon receipt. If Keystone Approval is not obtained within the required time period, Seller or Purchaser may terminate this Agreement by providing written notice to the other party and if such notice is delivered, the Earnest Money shall be delivered to Purchaser and this Agreement shall be deemed void.

ARTICLE TWO PERSONAL PROPERTY AND IMPROVEMENTS

All personal property that Seller desires to retain shall be removed from the Property before Closing; any remaining personal property shall become the property of Purchaser's.

ARTICLE THREE
MAINTENANCE OF PROPERTY

Seller shall not commit or allow any waste or nuisance on the Property. Seller shall use all reasonable precaution to prevent waste, damage, or injury to the subject Property. Seller shall not further encumber the Property between the Execution Date of this Agreement and the Closing Date.

ARTICLE FOUR
EARNEST MONEY DEPOSIT

*Attorney's Title
R.P.*

As evidence of good faith, Purchaser tenders a deposit of One Thousand, Five Hundred (\$1,500.00) Dollars on account of Purchase Price payable to ~~Nations Title, 5062 Lovers Lane,~~ Portage, Michigan 49002. If this Agreement is not executed by Seller or the title is not marketable, or if the terms of the purchase are contingent upon the ability to obtain a new mortgage or other contingencies as specified which cannot be met, or if this Agreement calls for the return of the Earnest Money deposit, this deposit shall be refunded to the payee.

ARTICLE FIVE
REAL ESTATE COMMISSION

Purchaser and Seller represent and warrant to each other that they have no obligations or liabilities to any broker or finder by reason of the transactions which are the subject of this Agreement. Each party agrees to indemnify the other party against, and to hold the other party harmless from any and all liabilities and agrees to pay any final judgment obtained by any person claiming broker's commissions or finder's fees or rights to similar compensation on account of services purportedly rendered on behalf of that party in connection with this Agreement or the transactions contemplated by this Agreement.

ARTICLE SIX
CLOSING

6.1 Seller agrees that this Agreement shall be contingent upon final approval of the Portage City Council. The date of such approval shall be deemed the "Effective Date" of this Agreement. Purchaser shall provide Seller with written notice of such approval or any other disposition of this Agreement by the Portage City Council. Seller agrees that Purchaser has made no representation or warranty with regard to City Council's final decision. If the Portage City Council decides not to approve the Agreement, this Agreement shall automatically terminate and Purchaser shall have return of the Earnest Money Deposit and each party shall assume the responsibility for all costs expended with regard to this Agreement without further liability to each other and neither party will have any obligation or liability under this Agreement.

6.2 The date of Closing (the "Closing Date") shall take place within ten (10) business days following Purchaser's written notification to Seller that Purchaser has waived its contingencies and all of the requirements set forth in this Agreement have been fulfilled to the full satisfaction of Purchaser. The Closing shall not take place if this Agreement is terminated as otherwise provided. The Closing shall take place in the title office issuing the title commitment and policy.

6.3 If the Closing of the sale is delayed by (i) reasons of delay not the fault of Seller in obtaining a title insurance commitment; or (ii) title defects that can be readily corrected, an extension period of thirty (30) days shall be allowed for Closing by written notice from Seller to Purchaser prior to the originally scheduled date for Closing. Possession of the property shall be given at Closing, free and clear of all rights and claims of third parties, subject only to Permitted Encumbrances (as defined herein).

6.4 Purchaser and Seller shall each pay all of their own costs incurred incident to the preparation, execution and delivery of this Agreement and the performance of their obligations hereunder including, without limitation, the fees of counsel, accountants and consultants, real estate agents, brokers and finders, whether or not the transactions contemplated by this Agreement shall be consummated.

6.5 The parties shall equally divide the fees charged by the closing agent and any escrow fee, if needed, charged by the title company.

6.6 At Closing:

- a. Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed in recordable form, conveying marketable fee simple title to the property to Purchaser, subject only to any Permitted Encumbrances (as defined herein).
- b. Seller shall provide whatever documentation which may be reasonably required by legal counsel or the title insurer to warrant that there are no unpaid claims which have created or could lead to the creation of liens on the property, including evidence that all contractors, subcontractors, and supplies have been paid in full and released all liens.
- c. Purchaser shall tender the Purchase Price to Seller as provided for hereunder, as adjusted by credits or proration, if any.
- d. Each party shall execute a closing statement to evidence the transaction.
- e. Seller shall execute and deliver a non-foreign person affidavit, as such term is used in Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder.
- f. Seller shall execute and deliver an affidavit of ownership as required by the title company in order to induce the title company to omit the standard exceptions from Purchaser's title policy.
- g. Seller shall execute and deliver a certificate certifying that Seller's representations and warranties set forth herein are true and correct as of the Closing Date as required by the title company.
- h. Seller shall execute and deliver a valid assignment of contracts, books and records, reports, studies, guaranties, warranties, indemnification rights and other intangible rights and property, if any, which Seller may own in connection with the Property. Seller shall deliver originals, if available (or copies, if not), of the foregoing documents.

- i. The parties shall furnish to each other such other documents as are necessary and appropriate for the consummation of this transaction, and shall indicate that the parties executing the documents have the authority to enter into this Agreement, consummate the sale contemplated hereby, and execute and perform all documents hereunder. If necessary, the parties shall obtain resolutions of appropriate entities authorizing the transaction and naming the party having authority to execute the documents.

ARTICLE SEVEN

INSPECTIONS AND ENVIRONMENTAL

7.1 Purchaser, its employees, agents or representatives, at its sole expense, shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised or assessed for any purpose desired by Purchaser. The inspection period (the "Inspection Period") shall begin on the date Purchaser receives the Keystone Approval or the Effective Date, whichever is later, and shall end sixty (60) days thereafter. Seller shall (i) reasonably cooperate with Purchaser in the course of Purchaser's investigations, (ii) provide such documents relating to the Property as reasonably requested by Purchaser and (iii) make available to Purchaser, upon request, representatives or agents of Seller who are involved in the operation, management or maintenance of the Property. Seller specifically acknowledges that pursuant to this paragraph, Purchaser shall have the right to enter the Property to have a Phase I and/or a Phase II Environmental Study and a Baseline Environmental Assessment (BEA) performed.

7.2 During such periods of time as Purchaser is allowed to enter the Property pursuant to the terms of this Agreement, Purchaser shall make commercially reasonable efforts to protect the Property from damage, and Purchaser shall promptly restore or cause to be restored that portion of the Property so damaged to the condition existing prior to such damage. Purchaser shall not permit a construction, mechanic's materialmen's or other lien to be filed against any of the Property as the result of any work, labor, service or materials performed or furnished by, for or to Purchaser, its employees, agents and/or contractors. If any such lien shall at any time be filed against the Property, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days of the filing thereof.

7.3 Seller has delivered to Purchaser, or will make available to Purchaser if in Seller's possession within five (5) days of the Execution Date of this Agreement: (i) all existing surveys, drawings, site plans, topography plans and any other drawings or plans related to the Property; (ii) copies of all engineering reports, soil studies, drainage studies, environmental assessments or reports, and wetland and floodplain studies; (iii) copies of all service agreements currently in place with regard to the Property, if any; (iv) copies of all leases and agreements related to the Property, if any, including without limitation any documents, instruments and agreements between the Seller and the Michigan Department of Environmental Quality, and (v) copies of all development, site plan and zoning approvals. The foregoing (i) through (v) are collectively referred to as the "Property Reports". Seller agrees to cooperate with Purchaser to have the Property Reports updated, renewed or certified to Purchaser, at Purchaser's cost, if so desired by Purchaser. Seller hereby represents and warrants that the Property Reports delivered pursuant to this Section 7.3 are the only Property Reports in Seller's possession, to Seller's knowledge.

7.4 If at any time prior to the expiration of the Inspection Period, Purchaser deems the Property or any aspect or condition thereof unsuitable to Purchaser for any reason in Purchaser's sole and absolute discretion, including without limitation any matter disclosed by the Property Reports, the boundaries of the Property or the Easements, or any other aspect or condition of the Property, Purchaser may terminate this Agreement by delivering written notice to Seller of such termination. In the event that such notice shall be given, the Earnest Money Deposit shall be delivered to Purchaser and this Agreement shall be deemed void. If Purchaser shall fail to provide such written notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with the condition of the Property and shall be obligated to proceed with the transaction in accordance with the other terms and conditions of this Agreement.

ARTICLE EIGHT **TAXES**

The following shall be prorated and adjusted between Seller and Purchaser on the basis that Purchaser is the owner as of the closing date, except as otherwise specified:

- a. All taxes and assessments which have become a lien on the Property at time of Closing shall be paid by Seller.
- b. Current real estate taxes (except special assessments) shall be paid by Purchaser.
- c. Any charges for electricity, water/sewer, natural gas and sanitation shall be paid by Seller to the closing date, and Seller shall be reimbursed for any security then existing in favor of Seller and assignable to Purchaser.
- d. All state and local real estate transfer or assessment taxes shall be paid by Seller.
- e. All special assessments, all unpaid installments of any assessments levied prior to the date of closing shall be paid by Seller. All special assessments, all unpaid installments of any assessments levied on or after the date of closing shall be the responsibility of Purchaser.
- f. All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

ARTICLE NINE **REPRESENTATIONS AND WARRANTIES**

9.1 Except as otherwise provided or acknowledged in this Agreement, Seller represents, covenants and warrants as follows:

- a. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof.
- b. The individuals signing this Agreement and all other documents to be executed pursuant hereto are and shall be duly authorized to sign on behalf of and bind Seller.

- c. Seller has no knowledge of any other persons or entities claiming a right to possession of the Property.
- d. Seller has good and marketable fee simple title to the Property, free and clear of all liens and other encumbrances other than any Permitted Encumbrances (as defined herein) and subject to the matters contained in the title commitment.
- e. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Purchaser's title or use of the Property.
- f. Seller shall not alter or modify the physical nature of the Property and shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the Closing Date.
- g. There are no leases, tenancies, rights of first refusal, rights of first offer, options or other instruments or agreements with respect to the Property.
- h. No work has taken place on the Property in the last one hundred twenty (120) days that would create a right to a lien against the Property.
- i. To the best of Seller's actual knowledge, the Property and Seller: (i) are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"); (ii) are not the subject of and have not at any time in the past, been the subject of any "Superfund" evaluation or investigation; and (iii) are not the subject of any federal or state investigation or administrative proceeding evaluating whether any remedial action is necessary to respond to a release of any Hazardous Substance (as defined below). "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including, but not limited to asbestos, PCB's, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., and any other hazardous or toxic substances or pollutants regulated under other applicable Environmental Laws.

9.2 Whenever the word "knowledge" or any deviation thereof is used with regard to any representation or warranty made by Seller, it shall mean the current actual knowledge of any officer or employee of the Seller.

ARTICLE TEN
TITLE INSURANCE

10.1 Seller shall, at its sole cost and expense, within five (5) days after receipt of the Keystone Approval order a commitment for an ALTA Schedule B owners title policy without standard exceptions from Attorney's Title Company in Portage, Michigan, insuring title to the Property to be in good and marketable condition, together with legible copies of all Schedule B documents if such documents can be provided without additional cost to Seller (collectively, the "Commitment").

10.2 In the event the Commitment reflects that title to the property is not vested in Seller or there are mortgages or other liens on the Property which are not removed, or if any of the building and/or use restrictions, easements or covenants of record or any other title encumbrances or exceptions would interfere with or would be unsuitable for any use of the Property in Purchaser's sole and absolute discretion, Purchaser shall notify Seller in writing of Purchaser's objections to the ("Objections") within ten (10) days after Purchaser's receipt of the Commitment. Any matter disclosed by the Commitment which is not an Objection shall be deemed a Permitted Encumbrance and Purchaser shall have deemed to have waived any Objection to such matter (the "Permitted Encumbrances").

10.3 In the event Seller is unwilling or unable to modify, remove or obtain a commitment for title insurance over any Objection, Seller shall provide written notice of the same to Purchaser within ten (10) days following Seller's receipt of Purchaser's Objections and thereafter Purchaser shall have the option of either: (a) waiving such Objection and proceeding under this Agreement; or (b) terminating this Agreement, after which Purchaser shall receive a return of the Earnest Money Deposit wherein all liability hereunder shall terminate. Purchaser shall make its election of either waiving such Objection or terminating this Agreement within ten (10) days following Purchaser's receipt of Seller's written notice as contemplated by the foregoing sentence. If Seller elects to cure an Objection, Seller shall provide written notice thereof to Purchaser within ten (10) days following Purchaser's Objections and Seller shall prosecute such cure with good faith and reasonable diligence to completion. If Seller is unable to cure any such Objections prior to Closing, Purchaser shall be permitted to elect either (a) or (b) as stated above.

ARTICLE ELEVEN
ALTA SURVEY

Purchaser shall have the right, at its sole cost and expense, to perform a survey of the property in accordance with the minimum standard detail requirements for ALTA/ACSM land title surveys ("ALTA Survey"), if desired by Purchaser. If Purchaser disapproves of the location or boundaries of the Property, or any other matter contained in the Survey, at any time prior to the close of the Inspection Period, in Purchaser's sole and absolute discretion, then Purchaser shall be entitled to terminate this Agreement by written notice to Seller in which case the Earnest Money Deposit shall be promptly refunded to Purchaser and the parties shall have no further rights or obligations under this Agreement.

ARTICLE TWELVE
UNPLATTED LANDS

Seller represents that this Property is not a new land division under the Land Division Act. Seller owns contiguous, unplatted land commonly known as 1604 West Osterhout,

Portage, Michigan 49024. Seller is transferring to Purchaser all available divisions, if any, under Section 108 of the Land Division Act but makes no representations as to the number. As of the Closing, the Property, constitutes a separate and independent parcel for legal and property tax purposes and no land division, boundary line adjustment or governmental approval is necessary or required to establish the Property as a separate and independent parcel.

ARTICLE THIRTEEN
NON-FOREIGN OWNERSHIP

The parties acknowledge that Section 1455 of the Internal Revenue Code provides that a purchaser of a United States real property interest must withhold tax if the Seller is a foreign person or entity. To assure Purchaser that withholding of tax is not required upon the sale of the Property, Seller hereby certifies, and shall reaffirm the same to Purchaser by affidavit prior to the Closing of the sale contemplated hereby, that the Seller is not a foreign individual, foreign corporation foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) and shall certify to and declare in said affidavit the veracity of this information under penalties of perjury.

ARTICLE FOURTEEN
DEFAULT AND REMEDIES

14.1 Any of the parties hereto shall be in default under this Agreement if it shall (a) breach any warranty or representation under this Agreement, or (b) fail to perform any act required under this Agreement without curing such failure within ten (10) days' after receiving written notice from the non-defaulting party.

14.2 In the event any party hereto shall be in default under this Agreement, the non-defaulting party may (a) elect to terminate this Agreement or to consummate the transactions contemplated hereby if such default occurs prior to the Closing Date; (b) institute an action against the defaulting party to compel rectification and correction, or to recover damages for such default; and (c) pursue any civil remedy which the non-defaulting party may have against the defaulting party. In the event of Purchaser's default, Seller shall have the right to retain the Earnest Money as Seller's exclusive remedy.

ARTICLE FIFTEEN
TIME OF THE ESSENCE

Time is expressly declared to be of the essence of this Agreement. If extensions are not otherwise provided for, the parties may, in writing, agree to further extensions.

ARTICLE SIXTEEN
SURVIVAL

All agreements, covenants, promises, representations and warranties contained herein shall survive the closing. Failure of either party to complain of any action or omission on the part of the other party with respect to the matters contained herein, no matter how long the same may continue, shall not be deemed to be a waiver by such party to subsequently insist on such performance. A waiver by either party at any time, expressed or implied, of any breach of the other party's agreements, covenants, promises, representations or warranties contained herein shall not be deemed a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision.

ARTICLE SEVENTEEN
MISCELLANEOUS

17.1 Pronouns. Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa.

17.2 Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by the persons against whom enforcement of any waiver, change or modification or discharge is sought.

17.3 Notices. All notices and demands required or permitted under this Agreement shall be in writing and shall be served personally or by postage prepaid United States first-class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated herein or to such other place as may be designated by notice given in accordance with this section. Notice shall be deemed to have been given on the earlier of (a) the date when received, or (b) two (2) days after mailing if mailed in the State of Michigan. Notice shall be deemed properly addressed if sent to the following addresses:

If to Purchaser:
City of Portage
c/o William M. Deming
7900 S. Westnedge Avenue
Portage, MI 49002

If to Seller:
JAMB II, LLC
5302 Bala Cynwyd Ct.
Portage, Michigan 49024

17.4 Headings. The headings contained herein are for the convenience of the parties and are not to be used in construing this Agreement.

17.5 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State.

17.6 Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17.7 Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

17.8 Relationship of Parties. Nothing contained in this Agreement nor any act of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, or of any association between the parties hereto, nor shall anything contained in this Agreement or any act of the parties be construed to render any party liable for the debts or obligations of any other party.

17.9 Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

17.10 Attorney Fees and Costs. If any party commences an action against another party as the result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.

17.11 Cumulative Remedies. All rights, remedies and resources available within this Agreement are separate and cumulative and may be pursued separately, successively or concurrently, and are nonexclusive, and the exercise of any one of them shall in no way limit the exercise of any other which any party may be entitled under the express terms of this Agreement.

17.12 Further Assurances. Each of the parties shall execute and deliver to the other parties any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefor. If any party shall fail to comply with the provisions of this section, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

17.13 Assignment. This Agreement is personal to the parties and may not be assigned, sold or otherwise conveyed by any party. No party shall have any right to commute, encumber or dispose of the right to receive payments or performance under this Agreement. Payments and performance under this Agreement and the right thereto are expressly declared to be non-assignable and non-transferable, whether by voluntary or involuntary alienation, assignment or transfer.

17.14 Duplicate Originals, Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original but all of which shall constitute one and the same instrument.

17.15 Disclosure. This Agreement is subject to the Michigan Freedom of Information Act.

17.16 Fax or email. The parties agree that this Agreement, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax or email and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statute of Frauds or non-enforceability or invalidity of the Agreement because of fax copies or email being used, and both parties specifically waive the relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

**ARTICLE EIGHTEEN
DUE ON SALE**

SELLER UNDERSTANDS THAT THE CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) AND/OR LAND CONTRACT TO WHICH THE PROPERTY MAY BE SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER, OR REQUIRED BY LAW OR LEGISLATION.

**ARTICLE NINETEEN
EXECUTION AND DELIVERY**

This Agreement shall not be effective unless Purchaser executes the Agreement and final approval given by the Portage City Council.

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year first above written.

SELLER:

PURCHASER:

JAMB II, LLC

CITY OF PORTAGE

By: Raymond Patterson

By: _____

Maurice S. Evans

Its: Managing Member

Its: City Manager

EFFECTIVE DATE

(City Council)

(Approval)

Prepared by:
RANDALL L. BROWN
City Attorney
1662 East Centre Avenue
Portage, Michigan 49002
Phone: (269) 323-8812

z:\jody\portage\real estate\jamb real estate agreement final.081213.doc

EXHIBIT A LEGAL DESCRIPTION

Land in the City of Portage, Kalamazoo County, Michigan, described as follows:

A parcel of land situated in the Northwest quarter of Section 33, Town 3 South, Range 11 West, City of Portage, Michigan, which is more particularly described as follows: Commencing at the West quarter post of Section 33, Town 3 South, Range 11 West; said point being the place of beginning; thence Easterly 331.96 feet along the East and West quarter line of said Section 33 to the East line of the West half of the West half of the Northwest quarter of said Section 33; thence Northerly 2645.04 feet along the East line of the West half of the West half of the Northwest quarter of said Section 33 to the North line of said Section 33; thence Westerly 332.06 feet along the North line of said Section 33 to the Northwest corner of said Section 33; thence Southerly 2642.59 feet along the West line of said Section 33 to the place of beginning. Except commencing at the West quarter post of said Section 33 said point being the place of beginning; thence Easterly 132.00 feet along the East and West quarter line of said Section 33; thence Northerly 297.00 feet parallel with the West line of said Section 33; thence Westerly 132.00 feet parallel with the East and West quarter line of said section 33 to the West line of said Section 33; thence Southerly 297.00 feet along the West line of said Section 33 to the place of beginning. Also except commencing at the West quarter post of said Section 33; thence Easterly 198.00 feet along the East and West quarter of said Section 33, said point being the place of beginning; thence continuing Easterly 132.00 feet along the East and West quarter line of said Section 33 to the East line of the West half of the West half of the Northwest quarter of said Section 33; thence Northerly 297.00 feet along the East line of the West half of the West half of the Northwest quarter of said Section 33; thence Westerly 132.00 feet parallel with the East and West quarter line of said Section 33; thence Southerly 297.00 feet parallel with the East line of the West half of the West half of the Northwest quarter of said Section 33 to the place of beginning. Subject to the Southerly 33.00 feet immediately adjacent to the East and West quarter line of said Section 33 to be used by the public for right of way of Osterhout Road.

Said parcel is described for tax purposes as Section 33, Town 3 South, Range 11 West; beginning at a point 18 rods North of the West 1/4 post of said Section 33; thence East 8 rods; thence South 18 rods; thence East 4 rods; thence North 18 rods; thence East 8 rods; thence North 142 rods; thence West 20 rods; thence South along the West line of said Section 142 rods to the place of beginning.

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager



SUBJECT: July 2013 Environmental Activity Report

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

EXECUTIVE SUMMARY:

City Council has a quality of environment goal to “*enhance environmental quality and protect natural resources.*” As a result, a monthly informational report with updates is provided to the Council that addresses numerous environmental projects and/or activities.

BACKGROUND INFORMATION:

Attached please find the July 2013 Summary Environmental Activity Report from Department of Transportation & Utilities Director, W. Christopher Barnes, P.E. New material, or material of specific interest to City Council is presented in italics.

The summary report is intended for informational purposes to comply with the goals and objectives adopted by City Council emphasizing the need to enhance environmental quality and protect natural resources. This report also serves to keep the Council, Planning Commission and Environmental Board apprised of current environmental issues.

FUNDING: N/A

Attachments: July 2013 Environmental Activity Report

SUMMARY ENVIRONMENTAL ACTIVITY REPORT
July 2013 (*updates in italics*)

<u>Project/Activity</u>	<u>Description</u>	<u>Status</u>
Portage City Landfill	Ongoing groundwater monitoring of former municipal landfill.	<p>-City Council awarded a 3 year contract to American Hydrogeologic Corporation (AHC) on February 23, 2010 to perform annual groundwater sampling. The site groundwater data will continue to be monitored to confirm continuation of the natural attenuation process. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future. 2011 sampling completed in March. Investigation into methane gas presence in the groundwater continues. First round of sampling completed in April 2012. Second round of sampling completed in June 2012. Initial results indicate no off-site impact. Annual report submitted to MDEQ. Review meeting held September 21, 2012 with MDEQ with follow-up in October. AHC currently compiling MDEQ sampling requirement costs necessary for closure at the former landfill site. <i>2013 sampling contract approved by City Council with AHC on July 23, 2013.</i> Weekly methane sampling is continuing on-site to collect base line data.</p>
Site Inspection/Development Project Review	Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed.	<p>-Coordination with property owners and City or State agencies ongoing. -<i>Review of 5 site/building plans and/or plats completed in July 2013.</i></p>
Sewer Connection Program	Groundwater protection program requiring residential/business hookup to the sanitary sewer where available.	<p>-<i>Sanitary sewer hookup permits issued in July 2013: 4 residential; 1 commercial. No connections made in conjunction with the mandatory sewer connection program.</i></p>
West Lake Management Program	Special assessment district designed to maintain/improve lake conditions. Special emphasis on weed control and non-point source pollution reduction.	<p>-Five Year Lake Management Assessment District process was approved by City Council on March 23, 2010. Construction began on the Austin Dam reconstruction in December 2006 and new structure completed in March 2007. Filtration system construction was substantially completed in July 2008. Lake Association has completed 2012 plan and lake treatment completed in May 2012. Permitting complete for the 2013 season. Treatment to be performed by Aquatic Services, Inc. The Association has selected to use Restorative Lake Services for consulting services for 2013. <i>Treatment application completed in mid-June.</i> Follow-up inspection of treatment success will be done by Restoration Lake Services.</p>
Retention Basin Sampling Program	Investigation regarding potential impact of retention basins on groundwater levels.	<p>-Historical monitoring continues to show minor impacts at most basins. From 1993 through 2009 the monitoring program showed stable groundwater impacts</p>

(Groundwater Elevation)

due to storm water infiltration. Alternative road salt practices continue to be considered and evaluated. On March 23, 2010, City Council awarded a four-year contract to Wightman Environmental. This program will focus primarily on groundwater level information. The 2012 report received and groundwater levels, especially on the east side of Portage, have decreased as a result of seasonal rainfall deficiencies. Groundwater table elevations show about a one-foot increase over 2012 levels due to recent rain events.

Wellhead Protection Program (WHPP)

Development of program to protect City well fields and surrounding area from contamination resulting from improper land use.

-Wellhead Protection Grant award received from MDEQ on August 30, 1999 and Council accepted the grant on October 5, 1999. Council also awarded contract to Earth Tech to complete WHPP. Earth Tech completed the final wellhead protection plan and MDEQ submittal was made on October 14, 2000. Plan was reviewed by MDEQ with written approval received in March, 2001. Staff has met internally to discuss the future needs to update the plan pending grant opportunities. Staff has been invited by MDEQ to participate in Water Supply Emergency Planning. Emergency planning roundtable held on June 10, 2013. Plan implementation is ongoing.

Leaf Compost Monitoring Program

Monitoring and analysis of groundwater at the new Oakland Drive Leaf Compost site.

-City Council awarded contract on August 21, 2001 to Soil & Materials Engineers for monitoring and analysis of groundwater impact of the new compost operation. Drilling was completed in October 2001 and first sampling cycle was completed in February 2002. Semi annual sampling was performed from 2002 to 2011 in June and January. Sampling and analysis results continue to show no groundwater impacts from the leaf composting. Sampling schedule was reduced to annual sampling in 2009 with results showing continued minor impact on groundwater quality. Sampling completed in June 2012 with minimal groundwater impacts. Sampling completed in June 2013 with results pending.

National Pollution Discharge Elimination System (NPDES) permit implementation

Five year plan to implement the current NPDES stormwater permit.

-Received NPDES general permit on August 15, 2001. Renewal Application submission was made to MDEQ on March 7, 2003. New permit received in 2004 mandates involvement in several county watershed groups. City staff completed the submission of a Storm Water Pollution Prevention Initiative (SWIPPI) as required by NPDES permit. New certificate of coverage permit was issued by MDEQ on September 30, 2009. New permit covers a 5 year timeframe with first work item (updating the Public Participation Plan) completed December 11, 2009. SWIPPI was submitted for MDEQ approval on June 25, 2010. Received a notice from MDEQ rescinding the 2008 permit due to a recent court case ruling. MDEQ reinstated the 2003 permit for implementation. Information on new permit requirement was received in February 2011. MDEQ expected to issue new permit in 2014. The 2010-11 annual report was submitted on January 20, 2012. Storm water informational talk was given to Pfizer, Inc.,

employees on April 28, 2012. MDEQ scheduled an audit of the program on July 12, 2012. Audit completed with satisfactory results. Several follow-up items with MDEQ were addressed by staff in December 2012. City website updated in February to provide education of Illicit Storm Water Discharge. Currently, staff is working on proposals with other local governments to use a billboard advertising campaign for pollution awareness. Program implementation is ongoing.

National Pollution Discharge Elimination System (NPDES) permit implementation

Kalamazoo River Mainstem Watershed Management Plan

-First meeting was held September 17, 2004. Proposals for completing the watershed plan were received by Kalamazoo County on September 15, 2005 and a contract awarded to Kieser & Associates in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. Review comments received from MDEQ and revised watershed plan due in December 2006. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Kalamazoo River Watershed council completed a watershed update in November, 2011. No new developments.

Portage River Watershed Management Plan

-Public participation plan submitted June 28, 2004. Proposals for a Watershed Management Plan were received by the Kalamazoo County Road Commission and a contract awarded to the Kalamazoo County Conservation Service in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Based upon MDEQ comments, the plan was revised and resubmitted on December 21, 2009. Interest has been raised by local conservation groups to update the current Watershed Plan using grant funds. Meeting held on May 9, 2011 among stakeholders to determine interest in updating the current Watershed Plan. Second meeting held on June 20, 2011, and grant application submitted by Kalamazoo and Calhoun County Conservation District to update the Watershed Plan. Grant for watershed update was awarded to Calhoun County Conversation District. First kick-off meeting held December 13, 2012 to introduce working partners and information gathering. A meeting was held on March 12, 2013 to discuss the designated uses of the Portage River/Little Portage Creek watershed, the total maximum daily load of E-coli from samples taken and a review of community ordinances and policies that help protect the Watershed. Meeting held on June 11, 2013 to discuss identified water quality problems in the watershed.

Plan to implement and maintain an Illicit Discharge Elimination

-On October 21, 2001, City Council awarded a contract to Fishbeck, Thompson, Carr and Huber for the Portage Creek element of the IDEP, which was

Program (IDEP).

completed in July 2002. On February 19, 2002, City Council approved a new ordinance as required by the NPDES permit titled "Storm Water Illicit Discharges and Connections." On April 28, 2004, City Council accepted a grant from the State of Michigan in the amount of \$152,264 and awarded a contract to Fishbeck, Thompson, Carr and Huber in the amount of \$184,264 for the remainder of the IDEP for the entire city. Program implementation is ongoing as funding allows. Continued outfall sampling is required by permit and will be budgeted accordingly. IDEP program was updated for submittal to MDEQ on June 25, 2010, and part of the SWIPPI. Two potential illicit discharges were investigated with MDEQ in February 2012. Completed an area-wide brochure to educate the public on Illicit Storm Water Discharges in conjunction with the Kalamazoo County Drain Commissioner. *The 2013 program of investigating storm water outfalls began in June.* Implementation is ongoing.

Storm Sewer Outfall Testing

On March 23, 2011, City Council awarded a four year contract to Wightman Environmental to perform testing of selected storm sewers which discharge to surface water. This work is required as part of the NPDES permit. The 2011 annual report received with minor surface water impacts from the Woodland Avenue discharge. The 2012 report received with continuing minor impacts from the Woodland Avenue outfall. Testing results are reported to MDEQ as part of the NPDES annual report.

Garden Lane Arsenic Removal Facility

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

Facility is in operation with ribbon cutting held August 2, 2010. The facility is producing approximately one million gallons of water per day. Facility is in regular operation. Plant tour for Stryker Engineering group was held on June 19, 2012. City Staff in conjunction with the Environmental Board is working on a sustainable native planting landscape design with Native Connections, Inc., for the facility. Regrading and installation of native landscaping seeding completed on November 16, 2012. Spring 2013 germination shows promising results. *Area has required weeding of non-native species in summer. Staff currently working with the Environmental Board on informative signs and long-term maintenance plans.*

Environmental Incident/Spill Clean Up Notification

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

-The number of environmental incident/spill investigations performed in July 2013 – 0. Number of environmental cleanups in July – 0. Emergency spill response contract for 2013-14 with Terra Contracting has been renewed.

Hampton Wetland Area Water Level

Assistance with the Inverness Condominium Association to Review Surface Water Levels

-Ongoing assistance with the Condominium Association to develop appropriate measures to regulate the rising water level in Hampton Wetlands Area located on the north side of West Centre Avenue and east of Angling Road. Met with

MDEQ staff to determine feasible method to lower water levels. Association currently working with MDEQ permit staff on February 26, 2010 to clarify permit requirements. Lower groundwater table elevation has reduced the concerns from the Condominium Association. Conference call with MDEQ held on December 8, 2010 to discuss permit submission updates. Condo Association discussing project with other property owners for support. Association submitted a letter to City Administration asking that the city consider the Wetland Water Level Regulation a municipal project. On March 22, 2011, city staff response recommending the Association consider Governmental Lake Board. The Association is considering next steps. No new developments. Seasonal low water levels have reduced the urgency to control water levels.

Southwest Michigan Regional
Sustainability Covenant

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

-On May 12, 2009, City Council approved the Southwest Michigan Regional Sustainability Covenant. A sustainability work session was held April 14, 2010, to review elements of the covenant in cooperation with the City of Kalamazoo and the City of Battle Creek. A grant application was made to MDEQ for a greenhouse gas inventory study of the area. Notice received July 15, 2010 that the grant application was not successful. City staff attended a September 10, 2010 meeting in Grand Rapids to discuss sustainable economic, environment, and society programs. No new developments.

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager 

SUBJECT: Filling City Council Vacancies

ACTION RECOMMENDED: Information Only

BACKGROUND INFORMATION:

With the resignation of Councilmember Elizabeth Campbell, accepted by the Council on August 13, 2013, a vacancy on the Council for a term ending November 2015 exists. The City Charter (Chapter 3, Section 13) provides that the Council must fill a vacancy in an elective office by appointment within sixty (60) days of acceptance of a resignation. The City Charter further provides that the appointment term will end on the first Monday following a regular city election. As such, the Council must make one appointment to fill the vacancy, which will expire on Monday, November 11, 2013. Subsequently, a second appointment to fill the vacancy must be made within sixty (60) days of November 11, 2013 to complete the remainder of the four-year Council term.

Following is a summary of the Council vacancies that have occurred since 1963 and the steps taken by Council to fill those vacancies. The column titled "Next Highest Vote Total" refers to the candidate receiving the highest number of votes but not elected at the most recent prior election.

Date	Vacating Councilmember	Reason for Vacancy	Councilmember Appointed	Method of Appointment	
				Nominated by Council	Next Highest Vote Total
1965	Jack Bartley	Resignation	Frank Dailey	✓	
1968	Anthony Lemmer	Death	Kurt Stern		✓
1969	Richard James	Resignation	Everett Saudek	✓	
1973	Ronald Bushouse	Resignation	Engel Corstange	✓	
1975	Larkin Winther	Resignation	Elmer Adams, Jr.		✓
1975	George Adams	Death	Thomas Bloom		✓
1976	Donald Hinga	Resignation	Richard Schwikert		✓
1977	Elmer Adams, Jr.	Resignation	Joseph VandeMaele		✓ ¹
1977	Richard Schwikert	Resignation	George Ray, Jr.		✓ ²
1983	Paul Wartner	Resignation	Joseph VandeMaele		✓ ³
1990	Dale Shugars	Resignation	Gary P. Brown	✓	
1998	Ted Vliek, Sr.	Resignation	Georgia Vavra	✓	
2000	John Zull	Resignation	Romeo Phillips	✓	
2002	Nasim Ansari	Resignation	Larry DeShazor	✓ ⁴	
2008	Larry DeShazor	Resignation	Ted Vliek, Sr.	✓ ⁵	
2011	Margaret O'Brien	Resignation	Corey Bailes	✓ ⁶	

¹ The appointment of the "next highest vote total" was made after accepting and considering applications from eight interested residents.

² The appointment of the "next highest vote total" was made after accepting and considering applications from nine interested residents.

³ The appointment of the "next highest vote total" was made after much discussion among the Council over four Council meetings.

⁴ The appointment was made after accepting and considering applications from and interviewing six interested residents.

⁵ Councilmember Vliek served the remainder of the first two years of the term (approximately one year) at which time an election was held to fill the remaining two years of the term. Councilmember Patricia Randall was elected to the seat in November 2009.

⁶ The appointment was made after accepting and considering applications from six interested residents and interviewing three candidates. Mr. Bailes also happened to receive the next highest vote total for election to a full term in the November 2009 election.

With the most recent previous vacancy (resignation of former Councilmember Margaret O'Brien in 2011), the Council, as part of the 2010 City Council Goal Setting Session, established a process to fill the vacancy as follows:

The process by which the Council vacancy is to be filled includes the acceptance of letters of interest and resumes from interested Portage residents until 5 p.m. Friday, November 19, 2010, with the Council noting a preference for applicants who have either served on the Portage City Council or previously run for a Council seat. A special Council meeting will be held Tuesday, November 23, 2010 to develop a short-list of applicants to be interviewed with interviews scheduled during a special Council meeting to be held Tuesday, November 30, 2010.

November 16, 2010 Communication from the City Manager

The minutes of the Special Meetings of November 23, 2010 and November 30, 2010 are attached for the review of the Council. As additional information for consideration, Tuesday, October 8, 2013 is the last regularly scheduled City Council meeting within the 60-day required appointment period.

Attachments:

Meeting Minutes

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager



SUBJECT: Portage Road / South Westnedge Avenue Engineering Consultant Proposals

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

ACTION RECOMMENDED: That City Council award an engineering services contract to Driesenga & Associates, Incorporated, of Kalamazoo, Michigan for Portage Road (Lakeview Drive to East Centre Avenue) and South Westnedge Avenue (South Shore Drive to Melody Avenue) street reconstruction in the amount not to exceed \$120,488 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

EXECUTIVE SUMMARY:

City Council has an adopted goal to *"continue to plan and implement improvements to move people and commerce safely and effectively through the community."* The planned reconstruction of Portage Road (Lakeview Drive to East Centre) and South Westnedge (South Shore to Melody) fall under that goal and Council's objective to *"implement projects proposed within the major thoroughfare plan."* In order to advance these projects, Council is being asked to approve the design and inspection services contract with the engineering firm that submitted the low bid in the amount of \$120,488. Actual construction will take place in 2014.

BACKGROUND INFORMATION:

The 2013-14 Capital Improvement Program includes projects contained in the Kalamazoo Area Transportation Study Transportation Improvement Program (TIP). Street improvements in the TIP focus on preserving and restoring pavement conditions on major streets. Major street reconstruction projects are selected based on pavement condition, average daily traffic, federal aid eligibility, as well as potential development activities. Two major street projects in the 2014 TIP are the reconstruction of Portage Road (Lakeview Drive to East Centre Avenue) and South Westnedge Avenue (South Shore Drive to Melody Avenue). In addition to road reconstruction in both projects, improvements will also include replacement of older cast iron water main on South Westnedge Avenue, necessary concrete gutter repair, driveway drainage corrections and sidewalk upgrades (to comply with the *American With Disabilities Act*) where needed. The projects are scheduled to be constructed in 2014.

Consultant proposals for the necessary engineering services were received on August 15, 2013. Nine consultants participated in the proposal process. Costs for design and inspection services ranged from \$120,488 to \$188,575. Estimated work hours for design and inspection services ranged from 1,229 hours to 2,761 hours. Selection of the engineering consultant is based upon the submitted cost, qualifications, experience and expected project hours.

The firm of Driesenga & Associates, Incorporated, submitted the lowest cost proposal. The

engineering firm has successfully performed similar projects in the past for the city, with the most recent being West Milham Avenue (12th Street to Angling Road). The proposed cost is favorable for a project of this size.

It is recommended that City Council accept the proposal submitted by Driesenga & Associates, Incorporated, to provide engineering services for the Portage Road (Lakeview Drive to East Centre Avenue) and South Westnedge Avenue (South Shore Drive to Melody Avenue) projects in the amount not to exceed \$120,488 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: The engineering services will be financed through the sale of Michigan Transportation Fund bonds and the use of special street millage in the Municipal Street Fund (in lieu of street special assessments).

Attachment: Bid Tabulation

TABULATION OF PROPOSALS
PORTAGE ROAD/SOUTH WESTNEDGE AVENUE RECONSTRUCTION

<u>FIRM</u>	<u>ESTIMATED HOURS</u>			<u>TOTAL PROPOSAL</u>
	<u>DESIGN</u>	<u>CONSTRUCTION</u>	<u>TOTAL</u>	
Driesenga & Associates, Inc. 552 S. 8th Street Kalamazoo, MI 49009	631	1157	1788	\$120,488.00
Jones & Henry Engineers, Ltd. 4791 Campus Drive Kalamazoo, MI 49008	869	966	1835	\$138,430.00
Kingscott Associates, Inc. 229 E. Michigan Ave., Suite 335 Kalamazoo, MI 49007	773	511	1284	\$139,960.00
The JDI Group 2723 S. State Street, Suite 151, PMB 161 Ann Arbor, MI 48104	738	491	1229	\$142,000.00
Paradigm Design, Inc. 550 3-Mile Road NW, Suite B Grand Rapids, MI 49544	593	1620	2213	\$143,900.00
Hurley & Stewart, LLC 2800 S. 11th Street Kalamazoo, MI 49009	1007	1754	2761	\$149,000.00
Civil Engineers, Inc. 14250 Beadle Lake Road, Suite 150 Battle Creek, MI 49014	588	1430	2018	\$150,000.00
Abonmarche Consultants, Inc. 95 W. Main Street Benton Harbor, MI 49022	554	1878	2432	\$188,100.00
Wightman & Associates, Inc. 9835 Portage Road Portage, MI 49002	718	1735	2453	\$188,575.00

TO: Honorable Mayor and City Council

FROM: Maurice S. Evans, City Manager

SUBJECT: Crack Sealing Major Streets and Park Trails

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

ACTION RECOMMENDED: That City Council accept the low bid submitted by Schodeller Construction, Incorporated of Wixom, Michigan in the amount of \$75,618.16 for select major street and park trail asphalt crack sealing repairs and authorize the City Manager to execute all documents related to this action on behalf of the city.

EXECUTIVE SUMMARY:

The city has maintained its Major Streets and Park Trails using various techniques, including crack sealing. Bids were obtained for sealing at various locations throughout the city and the low bidder is being recommended in the amount of \$75,618.16.

BACKGROUND INFORMATION:

The Fiscal Year 2013-14 budget includes funds for asphalt preventative maintenance in the form of crack sealing to several major streets and park trails. The crack sealing process cleans and fills longitudinal and transverse cracks that occur in major streets and trails as the asphalt ages. This preventative maintenance operation is necessary to ensure long lasting and safe asphalt driving and walking surfaces.

Sealed bids for this project were opened on August 14, 2013 and two viable bids were received. The low bid of \$75,618.16 was submitted by Schodeller Construction, Incorporated of Wixom, Michigan. Schodeller Construction is pre-approved by the Michigan Department of Transportation (MDOT) to perform this type of work.

It is recommended that City Council accept the low bid of \$75,618.16 submitted by Schodeller Construction for select major street and park trail crack sealing and authorize the City Manager to execute all documents related to this action on behalf of the city. The work is scheduled to occur during early fall 2013.

FUNDING: Funds are budgeted and available for this purchase in the Major Streets and the Capital Improvement Program Bikeway budgets.

Attachments: Bid tabulation

BID TABULATION
OVERBAND CRACK SEALING

ITEM	DESCRIPTION	UNITS	EST. QUANTITY	Schodeller Construction, Inc. 51722 Grand River Wixom, MI 48393		A-1 Asphalt 4634 Division Wayland, MI 49348	
				<u>EACH</u>	<u>TOTAL</u>	<u>EACH</u>	<u>TOTAL</u>
1	Street Crack Sealing	LBS	45,000	\$1.270	\$57,150.00	\$1.300	\$58,500.00
2	4" White Solid Lines, Waterborne	FT	59,126	\$0.075	\$4,434.45	\$0.075	\$4,434.45
3	4" White Skip Lines, Waterborne	FT	7,630	\$0.020	\$152.60	\$0.125	\$953.75
4	4" White Dashed Lines, Waterborne	FT	698	\$0.075	\$52.35	\$0.125	\$87.25
4	4" Yellow Double Lines, Waterborne	FT	20,164	\$0.150	\$3,024.60	\$0.150	\$3,024.60
5	4" Yellow Skip/Solid Lines, Waterborne	FT	15,709	\$0.095	\$1,492.36	\$0.110	\$1,727.99
6	4" Yellow Skip Lines, Waterborne	FT	2,040	\$0.020	\$40.80	\$0.125	\$255.00
7	Park Trails Crack Sealing	LBS	7,300	\$1.270	\$9,271.00	\$1.300	\$9,490.00
Grand Total					\$75,618.16		\$78,473.04



MATERIALS TRANSMITTED

Friday, August 9, 2013

1. Communication from the City Manager regarding the revised *City Council Rules of Order and Procedure* – Information Only.
2. Communication from the City Manager regarding the City Audit – Information Only.
3. Communication from the City Manager regarding an Outlots Inquiry – Information Only.
4. Communication from the City Manager regarding Mueller Plastics – Information Only.
5. Communication from the City Manager regarding the July 2013 Citizen Comment Summary – 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 the name.

Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager



MATERIALS TRANSMITTED

Friday, August 16, 2013

1. Communication from the City Manager regarding filling City Council vacancies – Information Only

A handwritten signature in cursive script that reads 'Maurice S. Evans'. The signature is written in black ink and is positioned above a horizontal line.

Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager