

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Summer Learning Day.

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. Regular City Council Meeting of June 26, 2018.
 - b. Pre-Council Meeting of July 9, 2018.
2. Approval of the Accounts Payable Register of July 10, 2018 as presented.
3. Authorize the Mayor and City Clerk to execute a three-year labor agreement between the City of Portage and the United Auto Workers.
4. Approve the Fiscal Year 2018-2019 Community Development Block Grant contracts and General Fund Human/Public Services contracts, and authorize the City Manager to execute all documents related to the contracts on behalf of the city.
5. Award a contract in the amount of \$346,694.58 to Rieth-Riley Construction, Inc., for summer mill and fill asphalt repairs to major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.
6. Set a Committee of the Whole meeting on Tuesday, July 24 at 5:30 p.m. in City Hall Conference Room #1 for the purpose of discussing the building of a future Senior and/or Senior/Community Center.
7. Minutes of Boards & Commissions:
 - a. Senior Citizens Advisory Board of April 18, 2018.
 - b. Planning Commission of June 21, 2018.
8. Materials Transmitted of June 22 and June 26, 2018.

B. Petitions and Statements of Citizens:

C. Communications:

1. Calendar of Meetings:
 1. Wednesday, July 11 at 8:15 a.m., Historic District Commission, City Hall Room #2.
 2. Wednesday, July 11 at 6:30 p.m., Park Board, Ramona Park.
 3. Wednesday, July 11 at 7:00 p.m., Environmental Board, City Hall Room #1.
 4. Tuesday, July 17 at 10:00 a.m., July Board of Review, City Hall Room #1.
 5. Wednesday, July 18 at 2:30 p.m., Senior Citizens Advisory Board, Senior Center.
 6. Thursday, July 19 at 7:00 p.m., Planning Commission, Council Chambers.

D. Public Hearings:

1. Subsequent to the public hearing, consider approving Rezoning Application #17/18-4, changing the zoning designation at 6533, 6547, 6603 and 6609 Oakland Drive from R-1B, one-family residential to R-1T, attached residential.

E. Regular Business Agenda:

F. Unfinished Business:

1. Adopt the proposed "Social Host Ordinance" which modifies Section 50-112, Disorderly Places, of Article 4, Chapter 50 of the City of Portage Code of Ordinances.

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.



CITY OF PORTAGE PROCLAMATION

SUMMER LEARNING DAY

WHEREAS, Summer Learning Day is a day to reflect on the importance of keeping youth learning, safe, and healthy every summer, ensuring they return to school in the fall ready to succeed in the year ahead; and

WHEREAS, Summer learning loss is a significant contributor to the achievement gap — a gap which remains constant during the nine months of the school year but widens during the summer months; and

WHEREAS, Summer learning programs are proven to maintain and advance students' academic and social growth, keep children safe and healthy during the summer, and send young people back to school ready to learn. Additionally, summer youth employment programs engage older youth in meaningful activities that allow them to explore careers of interest, take on new responsibilities, contribute to their community, and earn money for the future; and

WHEREAS, A wide array of public agencies, community-based organizations, schools, libraries, museums, recreation centers, camps, and businesses in our community contribute to the well-being of youth through summer programming; and

WHEREAS, Summer learning is a critical component of our collective effort to ensure all students graduate from high school prepared for college, careers, and life.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, do hereby proclaim July 12, 2018 as **SUMMER LEARNING DAY** in the City of Portage and do commend this observance to all of our citizens.

Signed this 10th day of July, 2018.

Patricia M. Randall, Mayor

CITY COUNCIL MEETING MINUTES FROM JUNE 26, 2018

The Regular Meeting was called to order by Mayor Randall at 7:00 p.m. At the request of Mayor Randall, the City Clerk called the roll with the following members present: Councilmembers Richard Ford, Lori Knapp, Claudette Reid, Terry Urban, Mayor Pro Tem Jim Pearson and Mayor Patricia Randall. Councilmember Chris Burns was absent with excuse. Also in attendance were City Manager Larry Shaffer, City Attorney Randy Brown and City Clerk Adam Herringa.

At the request of Mayor Randall, Rabbi Harvey Spivak of the Congregation of Moses provided the invocation and, following the invocation, members of Boy Scout Troop 287 of Portage led the City Council and the audience in reciting the Pledge of Allegiance.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Urban asked that Item A.6 (Engineering Services for Angling Road and Meredith Street) be removed from the Consent Agenda.

Motion by Knapp, seconded by Reid, to approve the Consent Agenda items as presented. Upon a roll call vote, motion carried 6 to 0.

APPROVAL OF MINUTES: Motion by Knapp, seconded by Reid, to approve the minutes of the Regular Meeting of June 12 and Pre-Council Meeting of June 25, 2018. Upon a roll call vote, motion carried 6 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JUNE 26, 2018: Motion by Knapp, seconded by Reid, to approve the Accounts Payable Register of June 26, 2018. Upon a roll call vote, motion carried 6 to 0.

SOCIAL HOST ORDINANCE: Motion by Knapp, seconded by Reid, to accept the proposed "Social Host Ordinance" which modifies Section 50-112, Disorderly Places, of Article 4, Chapter 50 of the City of Portage Code of Ordinances for first reading and set a second reading with final adoption on July 10, 2018. Upon a roll call vote, motion carried 6 to 0.

BLACK ROCK BAR AND GRILL LIQUOR LICENSE: Motion by Knapp, seconded by Reid, to adopt the Resolution granting the request from Black Rock Bar and Grill at 603 Trade Centre Way for a Class C Liquor License. Upon a roll call vote, motion carried 6 to 0.

FINAL PLAN FOR SELINON PARK: Motion by Knapp, seconded by Reid, to re-approve the Final Plan for the Selinon Park Planned Development at 1521, 1603 and 1615 East Centre Avenue. Upon a roll call vote, motion carried 6 to 0.

MAY 2018 ENVIRONMENTAL REPORT: Motion by Knapp, seconded by Reid, to receive the May 2018 Environmental Report. Upon a roll call vote, motion carried 6 to 0.

MINUTES OF BOARDS AND COMMISSIONS: Motion by Knapp, seconded by Reid, to receive minutes of the Park Board of May 2, Environmental Board of May 8, Zoning Board of Appeals of May 14 and Planning Commission of June 7, 2018. Upon a roll call vote, motion carried 6 to 0.

MATERIALS TRANSMITTED: Motion by Knapp, seconded by Reid, to receive the Materials Transmitted of June 12, 2018. Upon a roll call vote, motion carried 6 to 0.

STATEMENTS OF CITIZENS: State Senator Margaret O'Brien and State Representative Brandt Iden each spoke and emphasized the importance of infrastructure spending especially when it comes to connecting roadways to industry. They announced that the City of Portage would be receiving \$3.7 million dollars for roadway improvements in Portage to improve Zylman Avenue, Lovers Lane, Idaho Avenue and a mill overlay project between Texas Township and the City of Portage.

Ms. Fran Denny, 5120 Brennerton, spoke to raise concerns regarding the establishment of an adult foster care facility located at 612 Landsdowne. She informed City Council that she was speaking on behalf of residents of the Ridgebrook neighborhood that were either in the audience or unable to attend the meeting. Ms. Denny provided a handout to City Council which included an overview of the neighborhood, understanding of happenings at 612 Landsdowne, conclusions and actions requested. Ms. Denny reviewed the contents of the handout and requested that the city take immediate action to address the concerns expressed. Mayor Randall thanked Ms. Denny for her comments and shared that she and the City Manager were recently made aware of the concerns and that City Manager Shaffer had begun attempting to address concerns and issues related to this project. City Manager Shaffer shared that he had spoken with Ms. Denny on several occasions along with City Attorney Brown and city staff. He shared that the perspective of City Administration differs from those expressed by many residents of the Ridgebrook neighborhood. He continued by stating that the issuance of the building permit was legitimate and the City Attorney has made it clear as to the limitations of local zoning rules when it comes to adult foster care facilities. Mr. Shaffer stated that he has spoken with representatives of Residential Opportunities, Inc., (ROI) the owner of this property. He continued by sharing that ROI operates a number of facilities in the City of Portage and he, upon reviewing a number of said facilities, finds ROI to be providing a necessary service, good neighbors and responsible property owners. Mr. Shaffer offered to host a public forum in the next few days or weeks with neighbors of 612 Landsdowne to hear the concerns and answer questions.

Councilmember Urban stated that tonight is the first he has heard about these concerns and commented as to the appropriateness since this is an administrative issue. Councilmember Urban inquired of Acting Director of Community Development Chris Forth if a garage is required in land zoned R-1-C. Mr. Forth responded in the negative. Mr. Urban commented that many of the neighbors are opposed to the transition of the garage at the property to living space and stated that many residents in the city have closed garages to increase living space and such a transition is permitted. Councilmember Ford shared that, like Councilmember Urban, tonight is the first he is hearing about the issue. He commented that this matter seems to involve zoning and interpretations of related laws and restrictions.

Attorney Brown spoke and stated that housing laws in Michigan treat the establishment of an adult foster care facility such as this the same as if a resident were purchasing the home. He stated that the courts have a solid and lengthy history regarding the establishment of small facilities such as this and that, from a legal perspective, the city is proceeding accordingly and has no other alternative.

Councilmember Reid shared that she lives in this neighborhood and heard about the concerns via the NextDoor application. She stated her support for a community forum. Mayor Pro Tem Pearson shared that he was just now hearing about the issue and asked the City Manager to keep City Council informed with regard to this matter.

Ms. Brenda Marsh, 5129 Woodmont, Mr. Aaron Allen, 5144 Brennerton, Ms. Carole Newkirk, 5113 Midfield, Ms. Beth Depweg, 5105 Brennerton, Mr. Robert Loom, 602 Landsdowne, Ms. Veronica Lapp, 5128 Brennerton, Mr. Brian Sweeney, 5136 Brennerton, Ms. Melissa Baas, 5145 Brennerton, Mr. Dan Willson, 5026 Windyridge, and Ms. Suzan Ayers, 610 Circlewood Drive North, spoke and expressed concern with various aspects involving 612 Landsdowne. Ms. Suzan Ayers inquired specifically of City Administration as to the applicability of City Ordinances to 612 Landsdowne. Mr. Shaffer stated that the city is not in violation of its own ordinance and, to the contrary, to deny the request of ROI would result in the city being in violation of the law. Attorney Brown concurred and stated that this adult

foster care home is limited to a total of six residents and can locate in R-1-C zoned property. In terms of licensing the facility, Mr. Brown stated that this is a responsibility of the State of Michigan and not the City of Portage. If not for the request of the building permit, ROI could have legally begun using the property as a group home immediately. He continued by stating that, even if the city and/or City Council wanted to do something about the home, there is nothing within the power or scope of the city to do so. He continued by pointing to state statute and consistent court rulings over the past thirty to forty years that support his contention. Attorney Brown concluded by stating that the city is not in any violation of its own ordinance and it is up to the State of Michigan to determine licensing. Ms. Ayers asked for clarification regarding home ownership, occupancy and licensing. Mr. Brown stated that the licensing processing is the exclusive responsibility of the State of Michigan. Ms. Ayers asked that consideration be given to pausing construction efforts at the property until the public forum can be held. Mayor Randall informed the audience that the City Manager would make himself available to meet with neighbors either Wednesday or Thursday of this week to discuss this matter.

Mr. Scott Schrum, Chief Executive Officer of Residential Opportunities, Inc. spoke and thanked City Council for the opportunity to respond to concerns that had been expressed. Mr. Schrum addressed the perception that ROI is a large and disinterested company by reviewing the formation of the non-profit and its roots in Kalamazoo County. Mr. Schrum shared that ROI operates 18 group homes in Kalamazoo County and discussed other programs and services the organization offers. Mr. Schrum explained that the facility in question will be a small adult foster care facility and addressed the legality of such a facility in a residential neighborhood. He continued by sharing the belief that individuals with disabilities deserve the opportunity to live in a community and that the State of Michigan Department of Licensing and Regulatory Affairs is responsible for the licensing of adult foster care facilities. Mr. Schrum reviewed various certifications and accreditations obtained by ROI and shared information on where individuals can register complaints about their facilities. Next, Mr. Schrum addressed the concerns raised about property values and neighborhood stability when a group home is introduced. He then explained that neighbors were not notified because the Fair Housing Act prohibits ROI from doing so and that a home for individuals with disabilities does not need permission from neighbors to locate in a residential community. Mr. Schrum explained that utilizing the garage for living space was made for economic reasons and that every resident will have and deserves his or her own bedroom and privacy. With regard to traffic, he shared that there will be two to three staff people at the facility at all times resulting in an additional two to three cars on the street every eight hours. He concluded by stating that the goal is for the home and its residents to be a part of the neighborhood and welcomed communication from neighbors going forward.

Mayor Randall summarized that the City Manager would be reaching out and coordinating with Ms. Denny to arrange a public forum to further discuss this matter and address outstanding questions.

COMMUNICATIONS:

APPOINTMENT TO THE INVESTMENT COMMITTEE: Motion by Ford, seconded by Knapp, to confirm the appointment of citizen Steve Phillips to the unfulfilled term of Councilmember Chris Burns on the City Council Investment Committee. Upon a roll call vote, motion carried 6 to 0. Councilmember Reid explained that Councilmember Burns was moving from his citizen appointment position on the Investment Committee to representing City Council. The result is an opening for a citizen to serve and Mr. Steve Phillips would be filling the vacancy.

CALENDAR OF MEETINGS: At the request of Mayor Randall, City Clerk Herringa read the meeting schedule for the record. Motion by Ford, seconded by Reid, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 6 to 0.

PUBLIC HEARINGS:

REZONING APPLICATION FOR PENNRIDGE TRAIL PLANNED DEVELOPMENT: Mayor Randall invited City Administration to review the proposed rezoning and development project and Acting Director of Community Development Chris Forth reviewed the rezoning request, planned development, number of housing units, development access via Osterhout and access during emergency situations. Councilmember Urban questioned the recommended modifications to the development and that they are not generally included as part of a rezoning request. Mr. Forth explained that the modifications and rezoning are tied together. City Attorney Brown explained that approval of the Tentative Plan results in the rezoning.

Councilmember Reid inquired as to the logic behind access requirements for residential developments and Mr. Forth explained that the reason for multiple access points is primarily related to emergency situations so that public safety can still access a residence should one access point be blocked. Councilmember Reid pointed out that this development involves 137 units with residents all going in and out at the same access point which means, for practical purposes, it is one large cul de sac. Mr. Forth concurred and stated that emergency access would also be available to residents should an emergency arise. Councilmember Reid expressed concerns about traffic demands on Osterhout as new developments arise and Mr. Forth shared that the Department of Transportation and Utilities has been and will continue to monitor traffic. Should the situation warrant, he speculated that a traffic signal or circle could be installed.

Councilmember Knapp inquired as to the benefit of a Planned Development and Mr. Forth explained that a Planned Development affords the opportunity for design flexibility and an increase in density. He stated his opinion that should this property be developed as home for all single-family units, the end result would be a similar number of total units. Mr. Forth then explained the history of the property and difficulty property owners have had in selling and/or developing the property.

Councilmember Urban questioned the suggested modification which eliminates a sidewalk requirement. He shared his belief that the best time to install sidewalks is during the initial development of project and concluded by stating that he could not support the requested modification.

Motion by Pearson, seconded by Ford, to approve Rezoning Application #17/18-3 for Pennridge Trail Planned Development (1722 and 1800 West Osterhout Avenue and 10099, 10117 and 10121 Oakland Drive) changing the zoning from I-1, light industry to PD, planned development and approve the Tentative Plan with the two modifications contained in the June 26, 2018, City Manager report to City Council. Motion by Urban, seconded by Reid, to amend the motion to remove the second modification. Upon a roll call vote, motion to amend the original motion failed two (2) to four (4) with Councilmembers Reid and Urban voting in favor and Councilmembers Ford, Knapp, Mayor Pro Tem Pearson and Mayor Randall opposed.

Mayor Randall stated that as the city grows older and land becomes limited the city must become more creative in development. She then stated her support for this development. Councilmember Reid stated that she supported Councilmember Urban's amendment to the motion because of the potential for future sidewalk connections. She stated that a sidewalk may not connect anywhere upon initial installation but that it is designed for future connection and cited sidewalk sections on Centre Street that were installed years ago and are now part of a contiguous sidewalk. Upon a roll call vote on the original motion, motion carried four (4) to two (2) with Councilmembers Ford, Knapp, Mayor Pro Tem Pearson and Mayor Randall voting in favor and Councilmembers Reid and Urban opposed.

STRYKER TAX ABATEMENT: Mayor Randall invited City Manager Shaffer to review the proposed Stryker project and related tax abatement. City Manager Shaffer reviewed the projects, highlighted the number of jobs, benefit to the community, impact on the tax base, length of abatement and extolled the strong partnership between the City of Portage and Stryker Corporation.

Ms. Darcy Nelles-Serba spoke on behalf of the Stryker Corporation, reviewed the proposed project, size of investment, history of Stryker in the community and continued commitment. Ms. Jill Bland of Southwest Michigan First thanked City Council for their continued support and recognized city staff for their professionalism and forward-thinking. She shared that she was in Lansing earlier and the Michigan Strategic Fund had awarded a performance based grant in support of the project.

Mayor Randall opened the public hearing. Motion by Ford, seconded by Reid to close the public hearing. Motion was adopted by unanimous consent.

Councilmember Ford informed City Council and the audience that his wife was part of the architecture team that would be involved in the project but her involvement and direct benefit would be limited. He continued by stating that he does not perceive any conflict of interest. In response to a query from Attorney Brown, Mr. Ford confirmed that his wife is not an employee of Stryker.

Councilmember Reid shared her belief that the process utilized by the city to review and evaluate tax abatement requests needs to be reviewed and made more reflective of the current environment.

Motion by Knapp, seconded by Reid, to adopt Resolution No. 2-18, expanding Industrial Development District No. 82 for the Stryker Corporation, 3800 East Centre Avenue; adopt Resolution No. 3-18, approving the industrial facilities exemption certificate application for the Stryker Corporation, 3800 East Centre Avenue; and approve the tax abatement agreement and affidavit between the City of Portage and the Stryker Corporation. Upon a roll call vote, motion carried 6 to 0.

REGULAR BUSINESS AGENDA:

ENGINEERING SERVICES FOR ANGLING ROAD AND MEREDITH STREET: Councilmember Urban stated that he removed this item from the Consent Agenda to get a better understanding as to the bids that were received. He shared that the low bidder was significantly less than multiple other bids. He stated that he was not familiar with the winning bid, AR Engineering. City Manager Shaffer explained that AR Engineering is a newer company trying to expand and gain additional city business. He shared that this firm has often performed site plan review services for the city and expressed confidence in their ability to perform the work. Director of Transportation and Utilities Kendra Gwin shared that the firm had recently been responsible for the installation of a pedestrian island and has bid on prior city projects. She shared that she discussed the bid and hours needed to complete the work and was content with the response. Councilmember Urban stated that he would not ordinarily raise a question about a bid such as this but that the discrepancy in the bid amounts caught his attention. Motion by Urban, seconded by Reid, to award a contract to perform engineering services for Angling Road and Meredith Street to AR Engineering, LLC, in the amount not to exceed \$87,750 and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

CONTRACT AMENDMENTS: Mayor Randall explained that this item was not included on the Consent Agenda due to the funding announcement of Senator O'Brien and Representative Iden. Councilmember Reid inquired as to the change in Lovers Lane from a four lane roadway to a roadway with two travel lanes and a turn lane. Director of Transportation and Utilities Kendra Gwin shared that the plan to convert Lovers Lane to a "road diet" was included in the Capital Improvement Plan for 2024 but given the plan to straighten a portion of Lovers Lane (and available funding), it made more sense to make the conversion now rather than tearing up the roadway in only six years. Ms. Gwin explained the

safety concerns and ease of left turn movements that would be addressed with the road diet. Councilmember Reid reviewed some of the history involved in making Lovers Lane into a four-lane roadway and Ms. Gwin explained that the road width would not change but incorporate a turning lane, a travel lane in each direction and bike lanes on both sides as it is part of a designated bicycle commuter route. Councilmember Reid inquired if business owners had been notified and Ms. Gwin responded in the negative but clarified that, for large roadway projects, an open house is held and design plans presented. Councilmember Knapp inquired if speed limits would be altered and Ms. Gwin responded in the negative.

Motion by Ford, seconded by Pearson, to approve contract amendments with the following: Hurley & Stewart, LLC, in the amount not to exceed \$67,988 for design and construction engineering services for the Lovers Lane improvements; Wightman & Associates, Incorporated, in the amount not to exceed \$69,875 to perform design engineering services for Idaho Avenue reconstruction and water main replacement; Abonmarche Consultants, Incorporated, in the amount not to exceed \$117,500 to perform design engineering services for the Zylman Avenue reconstruction, and authorize the City Manager to execute all documents related to the contracts on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

UNFINISHED BUSINESS:

RECONSIDERATION OF SIDEWALKS IN WHISPERING MEADOWS PHASE IV: Mayor Randall stated that since she lives in the Whispering Meadows development, recused herself from voting on the matter and turned the meeting over to Mayor Pro Tem Pearson who presided over this agenda item. Mayor Pro Tem Pearson invited the project developer Charlie Glas of Glas & Associates to speak regarding this item. Mr. Glas highlighted reasons why he did not believe sidewalks should be a requirement of this part of the development. He pointed out that both city staff and the Planning Commission recommended no sidewalks for this project when originally proposed in 2016.

Ms. Carole Majka, 6697 Bunchberry Drive, Mr. Prabhaskar Tatineni, 6527 Bunchberry, and a prospective buyer, Mr. John Short, 238 Minges Hills Drive, Battle Creek, spoke in support of reconsideration of the sidewalk requirement. Mayor Pro Tem Pearson reviewed three recent communications received by the city that were in support of reconsidering the sidewalk requirement. They were from Mr. Richard Dirrenberger, President of the Whispering Meadows Homeowner Association, Ms. Betty Trebing, 3696 Bellflower Drive and Mr. Chris Vanschooren, 6856 Oleander Lane.

Councilmember Urban explained that in 2016 he initiated the sidewalk requirement for this phase of the development and that a majority of City Council was in support. He then reviewed a history of the requirements for sidewalks in the city and the provisions by which exceptions could be made. He shared his belief that sidewalks are an integral part of the type of community both he and the City Council who adopted the policy want Portage to be. He shared that he currently lives in a neighborhood without sidewalks or overhead wires much like Whispering Meadows but with a different State Equalized Value (SEV). He stated that in front of his home are numerous people walking, exercising, going to bus stops, etc. on a daily basis. He continued by stating that sidewalks provide a sense of community, promote safety for school age children walking to a bus stop, promote safety by allowing pedestrians to walk out of the roadway and reiterated his belief that the best time to implement a sidewalk is at the start of a development. Mr. Urban lamented the fact that the city has not consistently applied sidewalk rules and requirements over the years.

Councilmember Ford stated that he was in support of the sidewalk requirement in 2016 largely because the developer appeared to be amenable, but he also respects the current viewpoint of the neighbors, developer and city staff. He continued by stating that there are a variety of homeowners some of whom want a sidewalk and some who do not and having a variety of residential

options is beneficial to the city. He continued by sharing his belief that the sidewalks currently being required as part of the Phase IV of this development would not be connected anytime soon.

Councilmember Knapp stated her appreciation for the value of sidewalks in promoting community and safety but questioned if requiring them in the final phase of a development in which sidewalks were not previously required made sense. She stated her belief that this is not the right situation in which to require sidewalks and pointed to opposition from city staff, neighbors and the Planning Commission.

Councilmember Reid agreed with the belief and value of having sidewalks on both sides of the street. However, she stated that application of the requirement must be pragmatic and questioned whether requiring sidewalks in the final phase of a project when there would be limited connectivity represented a pragmatic approach. She expressed support for the waiver but emphasized that the city must be consistent with developers in application of the sidewalk policy.

Motion by Knapp, seconded by Ford, to amend a Motion made by Councilperson Urban adopted May 24, 2016, with regard to the approval of the Preliminary Plat of Whispering Meadows No 4 by deleting the phrase "... and installation of sidewalks along both sides of all streets (Section 42-804) ...". This amendment shall also apply to the Final Preliminary Plat Approval (Engineering Plans) adopted September 6, 2016 and the Final Plat Approval adopted February 27, 2018. This Motion to Amend is intended to approve the waiver requested by Developer to not install sidewalks on both sides of the street in Whispering Meadows No. 4 except along Mullein Lane between Angling Road and Bunchberry Drive and between Boxwood Court and Camelot Street. This Motion is conditional upon Developer submitting revised Engineering Plans consistent with this Motion to Amend.

Councilmember Urban reiterated his support for the sidewalk requirement and cited a situation when residents of the Amberly neighborhood attended a City Council Meeting in support of sidewalks in their neighborhood. He stated his contention that the sidewalks in Whispering Meadows would connect to adjoining neighborhoods. He reiterated his belief for equal and consistent application of the city sidewalk policy.

Attorney Brown referenced the matter of precedence and opined that future City Councils were not bound by any decision that City Council makes this evening nor is City Council setting a policy with their vote on this matter. He likened the request of the developer to a request for a variance from the Zoning Board of Appeals. Mayor Pro Tem Pearson thanked Mr. Brown for his comment and analogy to a request for a variance.

Upon a roll call vote, motion carried 4 to 1 with Councilmember Ford, Knapp, Reid and Mayor Pro Tem Pearson voting in support and Councilmember Urban opposed.

Mayor Randall apologized to the Whispering Meadows community about the Councilmember comment regarding SEV levels. She then thanked those in the audience who waited patiently until the Whispering Meadows topic came up on the agenda.

COUNCIL COMMITTEE REPORTS: Councilmember Reid provided an update on a meeting she attended of the Environmental Health Advisory Committee (EHAC). She shared that the EHAC continued to review and discuss environmental impacts related to the growing and processing of medical marijuana and heard from growers and a representative of the State of Michigan regarding the matter. Councilmember Reid shared that the extent of environmental impacts and who is responsible for monitoring them are yet to be determined. Motion by Pearson, seconded by Ford, to receive the Council Committee Report as presented. Upon a voice vote, motion carried 6 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Ford expressed gratitude for Stryker Corporation's on-going commitment to the community and congratulated them on their latest development project.

Councilmember Urban questioned the appropriateness of the Chair calling another Councilmember's comments inappropriate.

Councilmember Reid stated that there is confusion in the community over the Senior Millage that is on the ballot in August. She stated that the millage request is not for a new Portage Senior Center but rather a countywide millage request. She stated that funds resulting from the millage would be used to provide services to seniors such as delivered meals, assistance with elder abuse, hearing and vision assistance, etc.

Mayor Pro Tem Pearson commented that due to on-going construction at the campus of Portage Central High School there would be no Portage Rotary Club Sponsored public fireworks display this year. However, he encouraged residents to support the City of Portage series of summer concerts.

Mayor Randall shared that she recently attended a ribbon cutting ceremony at a new Mercantile Bank in Portage and that the bank has pledged to match funds up to \$5,000 to support the Portage Community Center. She also stated that she and City Manager Shaffer recently attended a game of the Kalamazoo Growlers which included a fundraiser for the Portage Community Center and resulted in donations in excess of \$500. Mayor Randall stated that she met the CEO of ROI, Scott Schrum, at a recent Kiwanis Club presentation. She stated that he offered to take members of the Portage City Council on a tour of ROI facilities in Portage and she encouraged City Council to participate.

ADJOURNMENT: Mayor Randall adjourned the meeting at 9:42 p.m.

Adam Herringa, City Clerk

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF JULY 9, 2018**

Mayor Randall called the meeting to order at 8:00 a.m. Councilmembers Chris Burns, Lori Knapp, Claudette Reid and Mayor Pro Tem Jim Pearson joined via the conference phone line. Councilmembers Richard Ford and Terry Urban were absent with excuse. Also in attendance were Deputy City Manager Rob Boulis and City Clerk Adam Herringa.

Mayor Randall opened the meeting and inquired if there were any questions or concerns regarding items on the proposed July 10th Regular Meeting Agenda. With regard to Item A.4, Community Development Block Grant Contracts, Councilmember Burns reviewed the Non-Discrimination clauses of the contracts and pointed out that provisions of the city's Non-Discrimination Ordinance were not included and asked if they should be included. Deputy City Manager Boulis stated that he would review the matter and speculated that the contract had not been updated to reflect the Non-Discrimination Ordinance. Mr. Boulis continued by stating that the requirements of the Non-Discrimination Ordinance would apply regardless of whether specific language was included in the contract.

With regard to Item A.5, Contract for Summer Mill and Fill Road Repairs, Councilmember Reid stated that the city received two bids and commented that it seems late in the construction season to be issuing a contract for road repairs. She questioned whether better pricing could have been obtained had the city started the bid process earlier in the year. She asked that City Administration review this matter and look at getting road construction projects bid earlier in the calendar year rather than waiting until the next Fiscal Year budget is approved. Mr. Boulis shared that there are two major companies in the area involved in mill and fill road repairs and that the work is not planned to commence until September. Regardless, he stated that City Administration would review the matter.

With regard to Item A.6, Committee of the Whole Meeting, Councilmember Reid asked that the notice for this meeting not be specific to discussing the building of a new "Senior Center" but rather include a "Community Center" component. Mayor Randall asked that the word "future" be included in the notice as well. Mr. Boulis indicated that the notice and item would be modified to state that the purpose of the Committee of the Whole Meeting will be to discuss the building of a future Senior and/or Senior/Community Center.

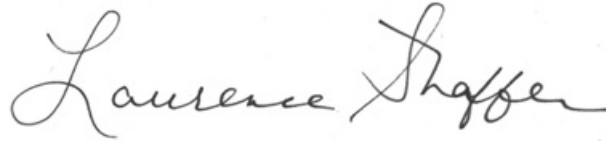
With regard to Item 7.a, Minutes of the Senior Citizens Advisory Board, Councilmember Reid asked for an explanation as to why City Council was only now receiving minutes of the April 18th meeting of the Senior Citizens Advisory Board. Mr. Boulis stated that he would research and respond.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:10 a.m.

Adam Herringa, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: Approval of the Accounts Payable Register of July 10, 2018 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period June 3, 2018 through June 17, 2018 and notes \$729,799.45 in automated clearing house payments, \$492,099.82 in paper checks and \$69,040.14 in auto-pay payments for a grand total of \$1,290,939.41.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of 7-10-2018

ACCOUNTS PAYABLE REGISTER

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Check Dates From: 6/3/2018 To: 6/17/2018

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
06/04/2018	8838(A)	AUMACK, MICHAEL	UMPIRE PAYROLL	300.00
06/04/2018	8839(A)	BEEBE, RONALD E.	UMPIRE PAYROLL	168.00
06/04/2018	8840(A)	EDWARDS, HENRY	UMPIRE PAYROLL	230.00
06/04/2018	8841(A)	FORSHEE, MARK	UMPIRE PAYROLL	376.00
06/04/2018	8842(A)	HARTMAN, CHARLES	UMPIRE PAYROLL	48.00
06/04/2018	8843(A)	HOJNACKI, DAVID	UMPIRE PAYROLL	138.00
06/04/2018	8844(A)	KIEL, MICHAEL	UMPIRE PAYROLL	288.00
06/04/2018	8845(A)	LOUTHAN, WILLIAM F	UMPIRE PAYROLL	48.00
06/04/2018	8846(A)	MCCULLIN, LARRY W.	UMPIRE PAYROLL	299.00
06/04/2018	8847(A)	NUYEN, ERIC	UMPIRE PAYROLL	126.00
06/04/2018	8848(A)	RHODES, KEVIN	UMPIRE PAYROLL	144.00
06/08/2018	8849(A)	A NEW LEAF	PLANT CARE	85.00
06/08/2018	8850(A)	ACCESS EMPLOYER STAFFING SERVICES	TEMPORARY EMPLOYEES	5,081.88
06/08/2018	8851(A)	ALL CITY MANAGEMENT SERVICES, INC.	SCHOOL CROSSING GUARDS	3,250.80
06/08/2018	8852(A)	ALL-TRONICS, INC.	FIRE ALARM MONITORING	81.00
06/08/2018	8853(A)	APPROVED PROTECTION SYSTEMS	SEMI ANNUAL INSPECTION	259.30
06/08/2018	8854(A)	C D W GOVERNMENT, INC.	COMPUTER/MONITOR	1,604.35
06/08/2018	8855(A)	C M P DISTRIBUTORS, INC.	CONCEALABLE VESTS	9,535.00
06/08/2018	8856(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,326.02
06/08/2018	8857(A)	CARRIER & GABLE	TRAFFIC SIGNAL SUPPLIES	268.00
06/08/2018	8858(A)	CHARTER COMMUNICATIONS	CABLE TV	571.63
06/08/2018	8859(A)	CLEAN EARTH ENVIRONMENTAL SERV	WET WELL CLEANING	2,053.80
06/08/2018	8860(A)	DEPATIE FLUID POWER CO., INC.	AIR HOSE REPAIR PART	20.68
06/08/2018	8861(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ALARM SYSTEM MONITOR	323.04
06/08/2018	8862(A)	ETNA SUPPLY, INC.	SUPPLIES - PARKS DIV	739.04
06/08/2018	8863(A)	EXTREME POWER EQUIPMENT, INC.	MAINTENANCE SUPPLIES	13.99
06/08/2018	8864(A)	GLOBAL TELEMATIC SOLUTIONS LLC	GTS MONTHLY SUBSCRIP	625.00
06/08/2018	8865(A)	GORDON WATER SYSTEMS	WATER SERVICE	245.00
06/08/2018	8866(A)	GRAHAM FORESTRY SERVICE, INC.	FORESTRY CONSULTING	1,104.00
06/08/2018	8867(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL AT GLWT	210.00
06/08/2018	8868(A)	INDUSCO SUPPLY CO., INC.	BATHROOM SUPPLIES	650.23
06/08/2018	8869(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS	130.00

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Check Date	Check	Vendor Name	Description	Amount
06/08/2018	8870(A)	KLOSTERMAN DISTRIBUTING	RAMONA CONCESSIONS	258.40
06/08/2018	8871(A)	KUSHNER & COMPANY, INC.	FEB-JUNE 2018 COBRA	309.48
06/08/2018	8872(A)	LAKE MICHIGAN MAILERS, INC.	POSTAGE MACHINE	260.00
06/08/2018	8873(A)	LAND & RESOURCE ENGINEERING, INC	SURVEYING AND STAKING	1,942.32
06/08/2018	8874(A)	NYE UNIFORMS	FIRE ADMIN UNIFORMS	370.42
06/08/2018	8875(A)	ONE WAY PRODUCTS	HAND SOAP	91.44
06/08/2018	8876(A)	PARIS CLEANERS	UNIFORM CLEANING	1,587.89
06/08/2018	8877(A)	PEOPLEFACTS, LLC 740303	EMPLOYEE BACKGROUND	109.11
06/08/2018	8878(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	2,785.46
06/08/2018	8879(A)	PETERS CONSTRUCTION CO.	CATCH BASIN REPAIR	4,234.00
06/08/2018	8880(A)	PROFESSIONAL BUILDING SERVICES LLC	JANITORIAL SERVICES	120.00
06/08/2018	8881(A)	R W LAPINE INC.	HVAC DEMO PREP - CVF	2,888.42
06/08/2018	8882(A)	RIDGE AUTO NAPA	FIRE APPARATUS MAINT	61.83
06/08/2018	8883(A)	ROE-COMM, INC.	RADIO REPAIRS	696.00
06/08/2018	8884(A)	SAFETY SERVICES, INC.	AIR TESTER	150.00
06/08/2018	8885(A)	SEVERANCE ELECTRIC COMPANY,INC	TRAFFIC SIGNAL MAINT	4,441.80
06/08/2018	8886(A)	SNELL, DEBRA	PROGRAM VENDOR PAYMENT	672.00
06/08/2018	8887(A)	THE LIFEGUARD STORE	RAMONA LG UNIFORM	184.50
06/08/2018	8888(A)	TOO CLEAN JANITORIAL	CLEANING MAINTENANCE	4,380.00
06/08/2018	8889(A)	USA SOFTBALL OF MICHIGAN	USA SOFTBALL TEAM	5,400.00
06/08/2018	8890(A)	W W GRAINGER INC	BABY CHANGING STATION	879.45
06/08/2018	8891(A)	WEST MICHIGAN STAMP & SEAL,INC	NAME PLATES	54.60
06/08/2018	8892(A)	XEROX CORPORATION	MAY 2018	572.54
06/15/2018	8893(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	2,405.00
06/15/2018	8894(A)	ACCESS EMPLOYER STAFFING SERVICES	TEMPORARY EMPLOYEES	3,367.59
06/15/2018	8895(A)	AIRGAS GREAT LAKES	SHOP MAINTENANCE	72.66
06/15/2018	8896(A)	ANALYTICAL TESTING & CONSULTIN	CDBG LEAD BASED PAINT	550.00
06/15/2018	8897(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL	1,085.00
06/15/2018	8898(A)	APOLLO FIRE APPARATUS REPAIR	FIRE OPS TOOLS MAINT	1,758.42
06/15/2018	8899(A)	APOLLO FIRE EQUIPMENT COMPANY	FIRE HOSE TESTER	4,978.00
06/15/2018	8900(A)	AUMACK, MICHAEL	UMPIRE PAYROLL	400.00
06/15/2018	8901(A)	BATTERIES PLUS	BATTERIES	132.75
06/15/2018	8902(A)	BEEBE, RONALD E.	UMPIRE PAYROLL	288.00

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Check Date	Check	Vendor Name	Description	Amount
06/15/2018	8903(A)	BLUE CARE NETWORK-GREAT LAKES	BCN INSURANCE - JULY	128,145.53
06/15/2018	8904(A)	BLUESTONE PSYCH	EVALUATION	465.00
06/15/2018	8905(A)	BYHOLT INC.	2 TNS SAND DELIVERY	299.43
06/15/2018	8906(A)	C T S TELECOM, INC.	INTERNET CONNECTIVITY	678.95
06/15/2018	8907(A)	CHARTER COMMUNICATIONS	CABLE TV	103.39
06/15/2018	8908(A)	CIVICPLUS	VIRTUAL TRAINING PACKAGE	1,250.00
06/15/2018	8909(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING SERV	97.95
06/15/2018	8910(A)	DEER CONTRACTING & LANDSCAPE	WALL REPAIR	7,475.00
06/15/2018	8911(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC MATERIALS	4,008.87
06/15/2018	8912(A)	DOUGLASS SAFETY SYSTEMS LLC	FIRE UNIFORMS	794.00
06/15/2018	8913(A)	EDWARDS, HENRY	UMPIRE PAYROLL	207.00
06/15/2018	8914(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ALARM SYSTEM MONITOR	913.44
06/15/2018	8915(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	TRAILER FABRICATING	2,880.00
06/15/2018	8916(A)	EXTREME POWER EQUIPMENT, INC.	MAINTENANCE SUPPLIES	499.75
06/15/2018	8917(A)	FORSHEE, MARK	UMPIRE PAYROLL	258.50
06/15/2018	8918(A)	GERALD K. DEBOER	UMPIRE PAYROLL	42.00
06/15/2018	8919(A)	GORDON WATER SYSTEMS	WATER SERVICE 2017-18	84.25
06/15/2018	8920(A)	HARTMAN, CHARLES	UMPIRE PAYROLL	96.00
06/15/2018	8921(A)	HOJNACKI, DAVID	UMPIRE PAYROLL	115.00
06/15/2018	8922(A)	HOWARD PRINTING	PORTAGER PRODUCTION	2,826.00
06/15/2018	8923(A)	INDUSCO SUPPLY CO., INC.	MISC SUPPLIES	967.95
06/15/2018	8924(A)	IRISH AYRES ENTERPRISES, LLC	MOWING AND LANDSCAPE	20,180.25
06/15/2018	8925(A)	J + H OIL CO.	GASOLINE	14,178.00
06/15/2018	8926(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS	23.75
06/15/2018	8927(A)	KIEL, MICHAEL	UMPIRE PAYROLL	168.00
06/15/2018	8928(A)	LAWSON PRODUCTS, INC	BATTERIES	3,510.49
06/15/2018	8929(A)	LOUTHAN, WILLIAM F	UMPIRE PAYROLL	192.00
06/15/2018	8930(A)	LOWE'S HOME CENTER	FIRE FACILITY MAINT	24.48
06/15/2018	8931(A)	MATERIALS RESOURCES	FIRE MAINT. SUPPLIES	40.21
06/15/2018	8932(A)	MCCULLIN, LARRY W.	UMPIRE PAYROLL	230.00
06/15/2018	8933(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINT	129.75
06/15/2018	8934(A)	MEJEUR ELECTRIC LLC	FIRE FACILITY MAINT.	488.00
06/15/2018	8935(A)	MICROSYSTEMS, INC.	DATABASE CONVERSION	2,050.00

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06/15/2018	8936(A)	MUNICIPAL CODE CORPORATION	ANNUAL CODE UPDATE	3,283.92
06/15/2018	8937(A)	NEW FRESH CLEANING SERVICE	JANITORIAL SERVICES	1,455.00
06/15/2018	8938(A)	NORMAN CAMERA CO.	REPAIR NIKON LENS	175.00
06/15/2018	8939(A)	NUYEN, ERIC	UMPIRE PAYROLL	63.00
06/15/2018	8940(A)	ONE WAY PRODUCTS	FIRE MAINT. SUPPLIES	533.90
06/15/2018	8941(A)	PATESEL, TERRY	UMPIRE PAYROLL	70.50
06/15/2018	8942(A)	PCM SALES, INC.	FY 2017-18 MONTHLY	41,328.00
06/15/2018	8943(A)	PECKELS, CHRISTINE	PROGRAM INSTRUCTOR	240.00
06/15/2018	8944(A)	PERCEPTIVE CONTROLS, INC.	SCADA SYSTEM UPGRADE	66,156.75
06/15/2018	8945(A)	PETERS CONSTRUCTION CO.	SEWER LEAD REPAIR	9,101.00
06/15/2018	8946(A)	PLM LAKE & LAND MANAGEMENT	AQUATIC WEED MGMNT	1,188.00
06/15/2018	8947(A)	PROFESSIONAL BUILDING SERVICES LLC	JANITORIAL SERVICES	3,197.54
06/15/2018	8948(A)	R W LAPINE INC.	HVAC ON-CALL SERVICE	896.54
06/15/2018	8949(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES	1,583.95
06/15/2018	8950(A)	RHODES, KEVIN	UMPIRE PAYROLL	144.00
06/15/2018	8951(A)	RIDGE AUTO NAPA	FIRE APPARATUS MAINT	108.70
06/15/2018	8952(A)	RIETH-RILEY CONSTRUCTION CO., INC	ASPHALT MATERIALS	302,169.01
06/15/2018	8953(A)	S B F ENTERPRISES, INC.	PRINTING & MAILING	731.28
06/15/2018	8954(A)	SAFETY SERVICES, INC.	HI-VIZ CLOTHING	1,559.43
06/15/2018	8955(A)	SECANT TECHNOLOGIES	FIRE TRAINING SUPPLIES	449.00
06/15/2018	8956(A)	SYNERGISTIC ONLINE SOLUTIONS	HARDWARE MAINTENANCE	1,840.00
06/15/2018	8957(A)	TECHNOLOGY SOLUTIONS	AS400 WO DATA TO BSA	2,846.88
06/15/2018	8958(A)	THOMPSON, HELENE	PROGRAM INSTRUCTOR	384.00
06/15/2018	8959(A)	UL LLC	FIRE LADDER TESTING	3,483.65
06/15/2018	8960(A)	VANCE OUTDOORS, INC.	AMMO	5,784.80
06/15/2018	8961(A)	VERPLANK TRUCKING CO.	DURAPATCHING MATERIAL	1,566.88
06/15/2018	8962(A)	WIGHTMAN & ASSOCIATES, INC.	ENGINEERING SERVICES	6,000.00
06/15/2018	8963(A)	WOLVERINE POWER SYSTEMS	FIRE FACILITY MAINT	843.44
06/15/2018	8964(A)	XEROX CORPORATION	XEROX PAYMENT	212.50
06/15/2018	8965(A)	VANDENBRINK, BRIAN	EMPLOYEE TRAINING	150.00
			Total ACH Transactions:	729,799.45
Check Type: Paper Checks				
06/06/2018	10183	PETTY CASH-COLEEA CANDERS	REPLENISHMENT CHECK	489.94

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06/11/2018	10184	PETTY CASH-JANET GATES	REPLENISHMENT CHECK	514.16
06/15/2018	10185	PETTY CASH-ALYSSA MILBECK	INCREASE PETTY CASH	200.00
06/08/2018	306311	23RD DISTRICT COURT	BAIL BOND	250.00
06/08/2018	306312	56TH DISTRICT COURT	OUT OF COUNTY BOND	200.00
06/08/2018	306313	A-1 REFRIGERATION SALES & SERV	ROOF DRAIN LEAK	420.00
06/08/2018	306314	ACE PARKING LOT STRIPING, INC.	PARKING LOT STRIPING	2,694.00
06/08/2018	306315	ALLEGRA PRINT & IMAGING	WATER/SEWER PRINTING	484.40
06/08/2018	306316	ALLIED MECHANICAL SERVICE	IRRIGATION BOOST PUMP	22,773.00
06/08/2018	306317	BALKEMA EXCAVATING, INC.	STORM BASIN REPAIR	2,700.00
06/08/2018	306318	BEACON ATHLETICS	SOCCER/SOFTBALL SUPPLIES	1,025.00
06/08/2018	306319	BELDEN BRICK AND SUPPLY	ELIASON PAVILION STONE	11,939.79
06/08/2018	306320	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	20.08
06/08/2018	306321	CARTRIDGE WORLD	PLOTTER PRINTER CART	159.99
06/08/2018	306322	CENTRAL TILE & TERRAZZO CO.	WALL TILE INSTALLATION	11,255.00
06/08/2018	306323	CINTAS CORP.	UNIFORM RENTAL	479.04
06/08/2018	306324	CITY OF KALAMAZOO TREASURER	WATER SERVICE - KILGORE	352.34
06/08/2018	306325	COMPLETE LANDSCAPING SOLUTIONS	TALL GRASS AND WEEDS	283.72
06/08/2018	306326	CONSORT DISPLAY GROUP	BANNER	170.00
06/08/2018	306327	CONSUMERS ENERGY-BILL PMT CNT	ENERGY CHARGES	176.58
06/08/2018	306328	CONSUMERS ENERGY-BILL PMT CNT	NW BIKEWAY LAND RENT	1,000.00
06/08/2018	306329	CONSUMERS ENERGY-BILL PMT CNT	STREETLIGHTS	41,055.45
06/08/2018	306330	COSTAR REALTY INFORMATION, INC.	REALTY SALES	336.28
06/08/2018	306331	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT	7,656.00
06/08/2018	306332	ENDERICH, RYAN	NENA/APCO CONFERENCE	44.08
06/08/2018	306333	EVANS, SHERRY	DEPOSIT REFUND	100.00
06/08/2018	306334	FORESTER, AMY	DEPOSIT REFUND	150.00
06/08/2018	306335	GALLAGHER ASPHALT CORP.	OAKLAND DR REFUGE ISLAND	8,184.00
06/08/2018	306336	GORDON FOOD SERVICE	RAMONA CONCESSIONS	88.24
06/08/2018	306337	GRAND HOTEL	TRIP VENDOR PAYMENT	6,200.00
06/08/2018	306338	HALL BUILDERS LLC	RESTROOM FIXTURES	6,544.00
06/08/2018	306339	HESPE, RACHAEL	DEPOSIT REFUND	150.00
06/08/2018	306340	HILLSBURG, MATHEW	REIMBURSEMENT	255.50
06/08/2018	306341	HOCKEY SERVICES	INLINE HOCKEY NETS	959.94

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Check Date	Check	Vendor Name	Description	Amount
06/08/2018	306342	HOME DEPOT	FIRE FACILITY MAINT	858.36
06/08/2018	306343	JACK PEARL'S SPORT CENTER INC	VOLLEYBALL SUPPLIES	440.00
06/08/2018	306344	KAL CO MEDICAL CONTROL AUTH	FIRE PRINTING	208.60
06/08/2018	306345	KALIATI, ROBERT & GINA	RENTAL DEPOSIT REFUND	100.00
06/08/2018	306346	KIESER & ASSOCIATES, LLC	PROFESSIONAL SERVICE	1,345.00
06/08/2018	306347	KRING, WILLIAM	DEPOSIT REFUND	100.00
06/08/2018	306348	LAKE, FREYA	PROGRAMS AND ACTIVITIES	58.50
06/08/2018	306349	LKF MARKETING	AD CAMPAIGN PROJECT	1,850.00
06/08/2018	306350	MALL CITY MECHANICAL	REPLACE URINAL/TOILET	1,320.00
06/08/2018	306351	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	1,362.00
06/08/2018	306352	MCKENNA ASSOCIATES	LEXINGTON GREEN MAST	525.00
06/08/2018	306353	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR	2,115.27
06/08/2018	306354	MICHIGAN ASSESSOR ASSOCIATION	WEB AD APPRAISER III	125.00
06/08/2018	306355	MICHIGAN SECURITY & LOCK	NEW LOCKS	907.20
06/08/2018	306356	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY	279.24
06/08/2018	306357	MIGALA CARPET ONE, INC.	R/R CARPET	3,688.13
06/08/2018	306358	MILLER, CANFIELD, PADDOCK & STONE	AUSTIN LAKE TRAIL	7,802.60
06/08/2018	306359	MOSES FIRE EQUIPMENT, INC.	FIRE ICE RESCUE SUIT	6.25
06/08/2018	306360	MULDERS LANDSCAPE SUPPLIES INC	PROCESSED TOP SOIL	450.00
06/08/2018	306361	OFFICE DEPOT, INC.	OFFICE SUPPLIES	792.95
06/08/2018	306363	OVERLOOP,MIKE	GRAIN ELEVATOR REFUND	250.00
06/08/2018	306364	PRINTING SERVICES INC	HERITAGE FEST BANNER	284.00
06/08/2018	306365	RATHCO SAFETY SUPPLY, INC.	SIGNS AND SIGN MATER	1,461.32
06/08/2018	306366	ROBERT BAILEY CONTRACTORS, INC	HYDRANT METER REFUND	150.00
06/08/2018	306367	STAP BROS LAWN & LANDSCAPE,INC	FLOWER BED MAINTENAN	210.00
06/08/2018	306368	STATE OF MICHIGAN	SOR FEES FOR THE STATE	330.00
06/08/2018	306369	SULOFF, AMY	DEPOSIT REFUND	150.00
06/08/2018	306370	THOMPSON, STACEY	DEPOSIT REFUND	150.00
06/08/2018	306371	TODD ARBANAS ENTERPRISES INC.	TREE REMOVAL SERVICE	5,900.00
06/08/2018	306372	U S POSTAL SERVICE	POSTAGE METER REFILL	4,000.00
06/08/2018	306373	U S POSTAL SERVICE (PORTAGE)	BULK MAILING PERMIT	1,000.00
06/08/2018	306374	U S POSTMASTER	PORTAGER POSTAGE	8,000.00
06/08/2018	306375	UNITED PARCEL SERVICE	WEEKLY DELIVERY	12.00

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Check Date	Check	Vendor Name	Description	Amount
06/08/2018	306376	UNITED PARTY & EVENT SERVICES	FISH FAIR TENTS	370.00
06/08/2018	306377	VERIZON WIRELESS SERVICES, LLC	WIRELESS SERVICE	2,897.12
06/08/2018	306378	WOLFE, MATT	MONTHLY EMU SCHOOL	597.50
06/08/2018	306379	WRAPS N SIGNS	VEHICLE MAINTENANCE	276.00
06/08/2018	306380	LORD, JAMES	TRAVEL TO GA	922.19
06/15/2018	306381	A T & T	TELEPHONE SERVICE	9,613.63
06/15/2018	306382	ACE-TEX ENTERPRISES, INC.	CLEANING RAGS	294.00
06/15/2018	306383	ADP, INC.	PAYROLL SERVICES	835.89
06/15/2018	306384	ALLEGRA PRINT & IMAGING	VEHICLE INSPECTION	678.10
06/15/2018	306385	APPLIED INDUSTRIAL TECHNOLOGIE	FLUID METERS	6,264.34
06/15/2018	306386	AUTO TRIM	WINDOW TINT K9 VEHIC	319.00
06/15/2018	306387	BEST BUY CO, INC	FIRE SCBA MAINT ROOM	314.94
06/15/2018	306388	BEST WAY DISPOSAL, INC.	SEDIMENT HAULING	50,814.55
06/15/2018	306389	BLUE CROSS/BLUE SHIELD OF MICH	BCBSM INSURANCE	68,308.55
06/15/2018	306390	BROACH, MITCHELL	RENTAL SECURITY DEPOSIT	100.00
06/15/2018	306391	CARSTAR PORTAGE	FIRE APPARATUS MAINT	994.52
06/15/2018	306392	CARTRIDGE WORLD	PRINTER SERVICES	2,018.81
06/15/2018	306393	CINTAS CORP.	PANT RENTAL	7.13
06/15/2018	306394	CITY OF KALAMAZOO TREASURER	REIMBURSE KALAMAZOO	2,543.42
06/15/2018	306395	CLARK, DOUGLAS & SHIRLEY	TRIP REFUND	100.00
06/15/2018	306396	CLASSIC GLASS, INC.	WINDSHIELD REPAIRS	70.00
06/15/2018	306397	COMPLETE LANDSCAPING SOLUTIONS	TALL GRASS AND WEEDS	629.68
06/15/2018	306398	D L GALLIVAN INC.	COPY MACHINE USAGE	126.86
06/15/2018	306399	DAVE'S CONCRETE PRODUCTS, INC.	CELERY FLATS PROJECT	2,451.00
06/15/2018	306400	DEVON TITLE AGENCY	OVERPAYMENT	53.05
06/15/2018	306401	DUNIPHIN, JESSIE	5-12-2018 HDC EVENT	430.66
06/15/2018	306402	EMERGENCY VEHICLE PRODUCTS	VEH 159 CHANGE OVER	14,752.68
06/15/2018	306403	FADER EQUIPMENT, INC.	CONCRETE SUPPLIES	370.75
06/15/2018	306404	FIRE DEPARTMENT TRAINING NETWORK	FIRE OPS TRAINING	1,500.00
06/15/2018	306405	FIRST DUE FIRE SUPPLY CO.	FIRE UNIFORMS	1,600.00
06/15/2018	306406	FLETCHER ENTERPRISES	PAINTING SERVICES	1,500.00
06/15/2018	306407	FOUR WINDS CASINO SHUTTLE	PROGRAM VENDOR PAYMENT	162.00
06/15/2018	306408	GAGNIER, MAVIS	TRIP REFUND	90.00

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06/15/2018	306409	GIPSON, GAYDENE	TRIP REFUND	90.00
06/15/2018	306410	GORDON FOOD SERVICE	MPIR CONCESSION SUPP	26.96
06/15/2018	306411	H R HANNAPEL DOOR COMPANY	FIRE ST 3 KITCHEN	11,148.74
06/15/2018	306412	HIATT, JAMES	TRIP REFUND	100.00
06/15/2018	306413	HOME DEPOT	FIRE TRUCK TOWELS	1,905.64
06/15/2018	306414	HORENSKY, GEORGE & MARY	TRIP REFUND	270.00
06/15/2018	306415	HOSPICE CARE OF SOUTHWEST MICHIGAN	REIMBURSEMENT	3,729.00
06/15/2018	306416	J & J PAINT AND GLASS	FIRE FACILITY MAINT.	1,037.08
06/15/2018	306417	JAC'S CEKOLA'S PIZZA	PROGRAM VENDOR PAYMENT	152.64
06/15/2018	306418	JUST MOVE FITNESS AND MORE	FITNESS INSTRUCTOR	100.00
06/15/2018	306419	KALAMAZOO AREA TRANSPORTATION STUDY	TRAFFIC COUNTING	995.00
06/15/2018	306420	KALAMAZOO COUNTY TREASURER	JUNE 18 MOBILE HOME	322.50
06/15/2018	306421	KALAMAZOO LANDSCAPE SUPPLIES	TOP SOIL	6,139.70
06/15/2018	306422	KALAMAZOO OIL COMPANY	FUEL FOR SMALL EQUIP	169.49
06/15/2018	306423	KLOOSTER, FRAN	BAND EXPENSE	75.25
06/15/2018	306424	LAWRENCE PRODUCTIONS, INC.	WEBSITE VIDEO EDITIN	2,000.00
06/15/2018	306425	MACY'S INC.	REIMBURSEMENT	13,547.00
06/15/2018	306426	MALL CITY MECHANICAL	FIRE ST 3 KITCHEN	10,830.00
06/15/2018	306427	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	50.00
06/15/2018	306428	MEDILODGE OF PORTAGE	PROGRAM VANDOR PAYMENT	64.00
06/15/2018	306429	MENARDS, INC	SHOP MAINTENANCE	477.00
06/15/2018	306430	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR	3,268.98
06/15/2018	306432	MIDWEST AG SYSTEMS, INC.	FIRE RESCUE SUPPLIES	3,559.85
06/15/2018	306433	MIDWEST MUNICIPAL INSTRUMENTATION	FLOW METER FOR AMBERLY	2,831.94
06/15/2018	306434	MOSES FIRE EQUIPMENT, INC.	FIRE PRINTING	651.95
06/15/2018	306435	NETWORKFLEET, INC.	INSTALLATION SERVICE	1,184.14
06/15/2018	306436	OCEAN FRONT I, LLC	REIMBURSEMENT	3,765.00
06/15/2018	306437	OFF THE CUFF CATERING	RAMONA CONCESSION	252.50
06/15/2018	306438	OFFICE DEPOT, INC.	OFFICE SUPPLIES	408.32
06/15/2018	306439	PCM SALES, INC.	DOCUMENT SCANNER	899.00
06/15/2018	306440	PEDAL BICYCLES	SMALL RANGER BIKE	471.77
06/15/2018	306441	PETERMAN CONCRETE CO.	CELERY FLATS PROJECT	723.40
06/15/2018	306442	PHILLIPS, KIMBERLY	EMPLOYEE REIMBURSEMENT	230.25

ACCOUNTS PAYABLE REGISTER

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Check Dates From: 6/3/2018 To: 6/17/2018

Check Date	Check	Vendor Name	Description	Amount
06/15/2018	306443	POLDERMAN'S FLOWER SHOP	2 FLOWER ARRANGEMENT	85.90
06/15/2018	306444	PRINTING SERVICES INC	PULL UP BANNERS	663.00
06/15/2018	306445	R W LAPINE INC.	HVAC ON-CALL SERVICE	476.40
06/15/2018	306446	RAM'D AIR GEAR DRYER	FIRE OPS SUPPLIES	14,122.00
06/15/2018	306447	ROAD COMMISSION - KALAMAZOO COUNTY	LIQUID TAR EMULSION	1,691.10
06/15/2018	306448	ROBINSON, KEVIN	UMPIRE PAYROLL	184.00
06/15/2018	306449	SAM BROWN SHIELDS, LLC.	FIRE OPS UNIFORMS	808.25
06/15/2018	306450	SANDERSON DEHAAN IRRIGATION	IRRIGATION REPAIRS	122.00
06/15/2018	306451	SECANT TECHNOLOGIES	FIRE PAGING SYSTEM	12,163.00
06/15/2018	306452	SHERWIN WILLIAMS	PAINT SUPPLIES	316.68
06/15/2018	306453	SIGNATURE COINS	FIRE PRINTING	1,248.00
06/15/2018	306454	SIRCHIE FINGER PRINT LABORATORIES	I C SUPPLIES	251.70
06/15/2018	306455	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR	175.36
06/15/2018	306456	SPARTAN INSULATION & COATING, INC.	INSULATION SERVICES	3,620.00
06/15/2018	306457	STATE OF MICHIGAN	MDNR LAND APPLICATION	500.00
06/15/2018	306458	STATE SYSTEMS RADIO, INC	TOWER RENTAL	2,929.67
06/15/2018	306459	SUITS U TAILOR SHOP INC	FIRE UNIFORMS	830.00
06/15/2018	306460	SWANK MOTION PICTURES, INC.	JUSTICE LEAGUE	285.00
06/15/2018	306461	THAD REEDER AUTOMOTIVE LLC	VEHICLE SERVICES	908.10
06/15/2018	306462	TITLE RESOURCE AGENCY	OVERPAYMENT WATER	55.82
06/15/2018	306463	TODD ARBANAS ENTERPRISES INC.	TREE REMOVAL SERVICE	1,890.00
06/15/2018	306464	TRACTOR SUPPLY CORP.	MAINTENANCE SUPPLIES	129.99
06/15/2018	306465	TRUGREEN PROCESSING	FLEA AND TICK APPLIC	127.37
06/15/2018	306466	TUINIER, JOYCE	TRIP REFUNDS	183.00
06/15/2018	306467	U S A TODAY	SUBSCRIPTION FOR LOBBY	58.00
06/15/2018	306468	UNITED PARCEL SERVICE	WEEKLY DELIVERY	13.20
06/15/2018	306469	UNITED PARTY & EVENT SERVICES	SOUND EXPENSE	600.00
06/15/2018	306470	VANGUARD FIRE & SUPPLY CO., INC.	ANNUAL FIRE EXT.	340.40
06/15/2018	306471	VANPORTFLIET, DEREK	EMPLOYEE TRAINING	4.26
06/15/2018	306472	W W WILLIAMS	TRUCK SERVICES	396.50
06/15/2018	306473	W. S. DARLEY & CO.	FIRE OPS SUPPLIES	2,613.95
06/15/2018	306474	WALKER, MIKE	FIRE OPS TRAINING	678.84
06/15/2018	306475	WEST MICHIGAN ROOFING	CDBG 4204 FIRESIDE	6,800.00

ACCOUNTS PAYABLE REGISTER

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Check Dates From: 6/3/2018 To: 6/17/2018

Check Date	Check	Vendor Name	Description	Amount
06/15/2018	306476	WILHELME, JOE	RC BOATS MILLENNIUM	185.92
06/15/2018	306477	WITMER PUBLIC SAFETY GROUP	FIRE TRAINING SUPPLIES	6,950.00
06/15/2018	306478	ZOLL DATA SYSTEMS, INC.	FIRE APPARATUS MAINT	1,800.00
06/15/2018	306479	ZORO TOOLS, INC	OUTDOOR BULLETIN BOARDS	3,725.22
06/15/2018	306480	ARCHIE ROSE	HISTORICAL DEMONSTRATION	150.00
06/15/2018	306481	BINDER PARK ZOOLOGICAL SOCIETY, INC	JUNE ZOOMOBILE	200.00
06/15/2018	306482	BITTERSWEET ACRES	HORSE AND CARRIAGE	350.00
06/15/2018	306483	MYERS, JAMES	MACP 2018 SUMMER PROG	150.00
06/15/2018	306484	SHANTY CREEK RESORT	MACP CONFERENCE	1,066.77
06/15/2018	306485	SIGNATURE BUILDINGS, LLC	BOND REFUND	2,875.00
06/15/2018	306486	STRUBLE, CHRISTOPHER	TRIP VENDOR PAYMENT	200.00
06/15/2018	306487	TIM RAYMOND	BLACKSMITHING DEMONS	150.00
			Total Paper Checks:	492,099.82
Check Type: Auto-Pay Payments				
06/07/2018	6559	CONSUMERS ENERGY	GAS-ELECTRIC	4,650.03
06/11/2018	6568	CONSUMERS ENERGY	GAS-ELECTRIC	11,214.45
06/12/2018	6576	CONSUMERS ENERGY	GAS-ELECTRIC	1,023.30
06/13/2018	6579	CONSUMERS ENERGY	GAS-ELECTRIC	7,714.33
06/14/2018	6586	CONSUMERS ENERGY	GAS-ELECTRIC	24,263.12
06/15/2018	6596	CONSUMERS ENERGY	GAS-ELECTRIC	1,356.91
06/15/2018	6572	RANDALL BROWN & ASSOC.	RETAINER FEES	18,818.00
			Total Auto-Pay Payments:	69,040.14
			Grand Total:	1,290,939.41

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Proposed Three-Year Labor Agreement with the United Auto Workers

SUPPORTING PERSONNEL: Rob Boulis, Deputy City Manager
Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Authorize the Mayor and City Clerk to execute a three-year labor agreement between the City of Portage and the United Auto Workers.

The City Administration has negotiated a replacement contract with the United Auto Workers (UAW) for the labor agreement that expired on June 30, 2018. The proposed contract has been ratified by the UAW membership and covers nineteen Department of Public Services personnel for the period of July 1, 2018 through June 30, 2021.

Highlights of the ratified agreement include:

- A wage increase of \$0.55 per hour effective July 1, 2018; an increase of two percent (2%) in July 2019 and two percent (2%) in July 2020.
- An increase to the Retiree Health Savings Plan from two percent to three percent effective July 2019.
- An increase in the cell phone allowance from \$65 per year to \$120 per year. Under the previous agreement, the city contacted employees by cell phones during the winter stand-by season only. With the new agreement the city will can contact employees by cell phone throughout the year, which is expected to result in increased efficiency.
- The addition of one personal holiday.
- Modification of the sick leave accrual to provide that employees hired on or after December 11, 2012 will accrue sick leave at the same level, (eight hours per month), as employees hired prior to that date. Sick leave accumulation will continue to be capped at 1000 hours.
- A tuition reimbursement program similar offered to other bargaining unit employees.
- A requirement that all new employees obtain and maintain a Commercial Drivers License (CDL) with a Class A endorsement as a condition of employment and that current employees who have a CDL A maintain the Class A endorsement.
- An increase in the probationary period for new hires from 120 days to six months.
- Placement of new hires in the Mechanic II and Mechanic III classifications at any step in the pay scale, at the discretion of the city, based on skills, ability and experience. The pay scale of current employees may be adjusted in the same manner.

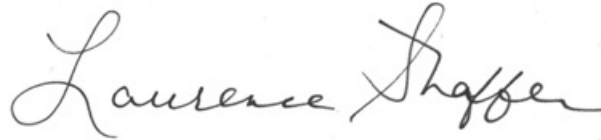
Council approval of the three-year labor agreement is recommended.

FUNDING: Sufficient funds have been budgeted in the Fiscal Year 2018-2019 budget and will be programmed in future budgets to address the funding for this contract.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: FY 2018-19 Community Development Block Grant and General Fund contracts

SUPPORTING PERSONNEL: Chris Forth, Acting Director, Department of Community Development

ACTION RECOMMENDED: Approve the Fiscal Year 2018-2019 Community Development Block Grant contracts and General Fund Human/Public Services contracts and authorize the City Manager to execute all documents related to the contracts on behalf of the city.

Fiscal Year 2018-2019 contract documents for the provision of human/public services and fair housing services for several agencies per the Community Development Block Grant (CDBG) Program and the General Fund have been finalized. The contracts establish conditions for use of city General Fund and CDBG funding, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2018-2019 Budget, these ten contracts include:

Entity	Amount	Fund
Portage Community Center	\$34,935	CDBG Program
Portage Community Center	\$95,187	General Fund
Catholic Charities	\$15,000	General Fund
Housing Resources, Inc.	\$27,000	General Fund
YWCA	\$17,000	General Fund
Gryphon Place	\$ 3,000	General Fund
Lending Hands	\$ 3,000	General Fund
Goodwill Industries	\$ 2,500	General Fund
Kalamazoo Literacy Council	\$ 2,000	General Fund
Fair Housing Center of SW Michigan	\$ 2,000	CDBG Program

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

FUNDING: General Fund and CDBG Program fund expenditures are included as noted above.

Attachments: 1. Human Public Service Contracts

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2018-19**

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

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2018** and shall terminate on **JUNE 30, 2019**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: PCC shall provide the following services to those residents in the City of Portage who meet established lower income eligibility requirements as outlined in Exhibit 1:
 1. Emergency Assistance - \$30,435.00
 - Food and Financial Assistance
 - Clothing Bar
 - Holiday Food Baskets
 2. Transportation Assistance Program - \$3,500.00
 3. Youth Recreation Scholarship Program - \$1,000.00

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

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

- III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of *persons* served by each activity funded under the "services to be provided" section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained for a period not less than four (4) years after the date of the submission of the annual performance and evaluation report in which the activity is reported (i.e. September 30, 2018). The city is subject to the provisions of OMB-A-128 "Audits of State and Local Governments". PCC, as a subrecipient of federal

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

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

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

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

<u>For the Period</u>	<u>Due Date</u>
7/1/18 through 9/30/18	10/12/18
10/1/18 through 12/31/18	1/11/19
1/1/19 through 3/31/19	4/12/19
4/1/19 through 6/30/19	7/12/19

Each report shall include the following:

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

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

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

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

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

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

- VII. Payments by city: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the CDBG Fund appropriation of **Thirty Four Thousand Nine Hundred Thirty Five Dollars (\$34,935.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER

325 East Centre Avenue, Portage, MI 49002

BY:

DATE:

Chris Buckley, Executive Director

BY:

DATE:

Jeremy Zonts, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: _____

APPROVED AS TO FORM

DATE 6/14/2018

[Signature]
CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2018-2019**

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

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

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2018** and shall terminate on **JUNE 30, 2019**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided (\$): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:
 1. Youth Development: \$40,000
 - Tutoring
 - Shop Lifting Prevention for 5th Graders
 - Middle and High School Programming- After School and Summer
 - Community Service & Volunteerism
 - Substance Abuse Programming
 - Children's Holiday Program
 - Information & Referral
 2. Community Collaboration: \$30,000
 - Information and Referral/Resource Link
 - Host Agency Services
 - Kalamazoo County Health and Community Services Department
 - American Red Cross and Michigan Blood
 - Kalamazoo County Bar Association
 - Self Help Groups
 - Retail Fraud Diversion
 - Misc. others
 3. Emergency Assistance: \$25,187*

*a minimum of \$7,000 of which to be used specifically to provide assistance to individuals facing imminent utility shut off proceedings as detailed in FY 2018-19 Portage Supplemental Budget document and as adopted by City Council.

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

- III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. PCC will maintain records in such manner that the units of

service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until four (4) years after the termination date of the Agreement. Annually, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books. If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the Community Development Block Grant Contract as described in Section VIII of this Agreement.

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

For the period covering the term of this Agreement, reports are due on October 12, 2018, January 11, 2019, April 12, 2019 and July 12, 2019. Additionally, PCC agrees to furnish the city with the following:

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

VI. Payments by City: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the General Fund appropriation of **Ninety Five Thousand One Hundred Eight Seven Dollars (\$95,187.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

VII. City not Liable: PCC, its officers, agents and employees, and all subcontractors that are officers, agents or employees, at all times, shall be considered as independent contractors

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

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

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

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

may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be PCC's alone and nothing in the Agreement shall prohibit or restrict PCC in making that decision.

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

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

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

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

XIII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER

325 East Centre Avenue, Portage, MI 49002

BY:

DATE:

Chris Buckley, Executive Director

BY:

DATE:

Jeremy Zonts, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM
DATE: _____

APPROVED AS TO FORM
DATE 6/14/2018

CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
CATHOLIC CHARITIES - THE ARK
FY 2018-19**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by the ARK and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The ARK agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Emergency shelter for youth;
 - Twenty-four (24) hour crisis phone line;
 - Youth Drop-In Services;
 - Counseling;
 - Case management and after care service;
 - Outreach and prevention education.

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

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 11, 2019 and July 12, 2019.

V. Payments by the city: If the ARK has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the ARK twice annually (subsequent to reviewing reports due January 11 and July 12) equal to one-half of the General Fund appropriation of **Fifteen Thousand Dollars (\$15,000.00)**. Payments shall be made directly to the ARK. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the ARK has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the ARK in default for breach of the Agreement and hold the ARK liable.

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

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: CATHOLIC CHARITIES - THE ARK

1819 Gull Road, Kalamazoo, MI 49048

BY:

DATE:

Tim Lieser, Executive Director

BY:

DATE:

Daniel Maley, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: _____

APPROVED AS TO FORM

DATE

6/14/2018

CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
HOUSING RESOURCES, INC.
FY 2018-19**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by HRI and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: HRI agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Housing related Coordinated Assessment and Referral services;
 - Homelessness Prevention and Rapid Re-Housing;
 - Community Housing Hour services; and
 - Permanent Supportive Housing assistance.

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

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
 - b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
 - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
 - d. Reports are due by January 11, 2019 and July 12, 2019.
- V. Payments by the city: If HRI has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to HRI twice annually (subsequent to reviewing reports due January 12 and July 13) equal to one-half of the General Fund appropriation of **Twenty Seven Thousand Dollars (\$27,000.00)**. Payments shall be made directly to HRI. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that HRI has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat HRI in default for breach of the Agreement and hold HRI liable.

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

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

Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

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

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

X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against

any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: Housing Resources, Incorporated

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

BY:

DATE:

Michelle A. Davis, Executive Director

BY:

DATE:

Judy Lewis, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM
DATE: _____

APPROVED AS TO FORM

DATE 6/19/2017

R
CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
YWCA OF KALAMAZOO, MICHIGAN
FY 2018-19**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by the YWCA and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The YWCA agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 1. Domestic Assault Program - \$11,050.00: shelter, emergency 24-hour crisis phone line, counseling and related crisis intervention services to victims of domestic violation and their children, information and referral and community education.
 2. Sexual Assault Program - \$5,950.00: emergency support to victims of sexual assault at hospitals, 24-hour crisis phone line, individual and group counseling and related crisis intervention services, information and referral and community education.

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

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 11, 2019 and July 12, 2019.

V. Payments by the city: If the YWCA has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the YWCA twice annually (subsequent to reviewing reports due January 11 and July 12) equal to one-half of the General Fund appropriation of **Seventeen Thousand Dollars (\$17,000.00)**. Payments shall be made directly to the YWCA. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the YWCA has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the YWCA in default for breach of the Agreement and hold the YWCA liable.

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

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

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

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

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

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

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

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

X. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against

any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

XI. Other Terms:

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

SIGNED BY:

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

BY: _____ **DATE:** _____
Grace Lubwama, Chief Executive Officer

BY: _____ **DATE:** _____
Sara Sandell, Chair, Board of Directors

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

BY: _____ **DATE:** _____
Laurence Shaffer, City Manager

APPROVED AS TO FORM
DATE: 6-29-18

CRB

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
GRYPHON PLACE
FY 2018-19**

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

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by Gryphon Place and payments made by the city are to be made in accordance with the provisions hereof.

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

2-1-1 Service, which includes:

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

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

III. Gryphon Place certifies that there is no use of vehicles under this agreement.

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

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

- V. Reports: Gryphon Place agrees to provide the city with Status Reports for the term of this Agreement. Gryphon Place agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
 - b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
 - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
 - d. Reports are due by January 11, 2019 and July 12, 2019.

- VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 12 and July 13) equal to one-half of the General Fund appropriation of **Three Thousand Dollars (\$3,000.00)**. Payments shall be made directly to Gryphon Place. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Gryphon Place has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Gryphon Place in default for breach of the Agreement and hold Gryphon Place liable.

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

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

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

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

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

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

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

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

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

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

XII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: GRYPHON PLACE

3245 South 8th Street, Kalamazoo, MI 49009

BY:

DATE:

Maricela Alcala, Executive Director

BY:

DATE:

Jared Arnold, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: _____

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APPROVED AS TO FORM

DATE 6/14/2018

[Signature]
CITY ATTORNEY

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
LENDING HANDS OF MICHIGAN, INC.
FY 2018-19**

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

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by Lending Hands and payments made by the city are to be made in accordance with the provisions hereof.

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

- Medical equipment loan program to Portage residents.

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 12, 2018 and July 13, 2018.

- V. Payments by the city: If Lending Hands has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Lending Hands twice annually (subsequent to reviewing reports due January 11, 2019 and July 12, 2019) equal to one-half of the General Fund appropriation of **Three Thousand Dollars (\$3,000.00)**. Payments shall be made directly to Lending Hands. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Lending Hands has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Lending Hands in default for breach of the Agreement and hold Lending Hands liable.

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

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

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

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

Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

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

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

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

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

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority

business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: Lending Hands of Michigan, Inc., 2403 Helen Avenue,
Portage, MI 49002

BY: _____ **DATE:** _____
Lucinda M. Stinson, Executive Director

BY: _____ **DATE:** _____
Julia Vandernoot, President, Board of Directors

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

BY: _____ **DATE:** _____
Laurence Shaffer, City Manager

APPROVED AS TO FORM
DATE: _____

APPROVED AS TO FORM
DATE 6/14/2018
R
CITY ATTORNEY

ATLANTA, GEORGIA
DATE _____
C. J. JOHNSON

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
GOODWILL INDUSTRIES OF SOUTHWESTERN MICHIGAN
FY 2018-19**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by Goodwill and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: Goodwill agrees to provide the following services to those residents in the city who meet established eligibility requirements:

Tax Counseling Initiative Vita (Volunteer Income Tax Assistance) sites located within the city at the Portage Community Center and Bower's Manufacturing to assist low to middle income households with e-filed tax returns.

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

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

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

- V. Reports: Goodwill agrees to provide the city with a Status Report for the term of this Agreement. Goodwill agrees to furnish the city with the following:

- a. Cover letter listing services provided, total units of service delivered for all programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Report is due by May 31, 2019.

VI. Payments by the city: If Goodwill has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payment to Goodwill (subsequent to reviewing the report due June 1) equal to the General Fund appropriation of **Two Thousand Five Hundred Fifty Dollars (\$2,500.00)**. Payments shall be made directly to Goodwill. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Goodwill has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Goodwill in default for breach of the Agreement and hold Goodwill liable.

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

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

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

liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

- IX. Insurance: Goodwill shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
 2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
 3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject Goodwill to the loss of the contract in accordance with the provision of default.
- X. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. Goodwill shall not assign its right to receive any sums herein provided. While Goodwill shall not delegate its responsibility to provide the services listed in Paragraph II above, Goodwill may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be Goodwill's alone and nothing in the Agreement shall prohibit or restrict Goodwill in making that decision.
- XI. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

XII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: GOODWILL INDUSTRIES OF SOUTHWESTERN MICHIGAN

420 East Alcott Street, Kalamazoo, MI 49001

BY:

DATE:

John Dillworth, President and CEO

BY:

DATE:

Katie McCollum, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

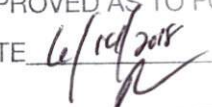
Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: _____

APPROVED AS TO FORM

DATE 6/14/2018


CITY ATTORNEY

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

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420 East Alcott Street, Kalamazoo, MI 49001

BY:

DATE:

John Dillworth, President and CEO

BY:

DATE:

Jim Medsker, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 6-29-18

CRB

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
KALAMAZOO LITERACY COUNCIL
FY 2018-19**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2018** and shall terminate on **June 30, 2019** as to funds to be provided. All services to be provided by the Kalamazoo Literacy Council and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The Kalamazoo Literacy Council agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Instructional books and supplies to ESL of Southwest MI \$
 - Instructional books and supplies to Community Literacy Center at Prince of Peace Lutheran Church \$

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

- III. Records: The Kalamazoo Literacy Council shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The Kalamazoo Literacy Council will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.
- IV. Reports: The Kalamazoo Literacy Council agrees to provide the city with Status Reports for the term of this Agreement. The Kalamazoo Literacy Council agrees to furnish the city with the following on a biannual basis:
 - a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.

- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of revenues, expenditures, and changes in fund balance.
 - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
 - d. Reports are due by January 11, 2019 and July 12, 2019.
- V. Payments by the city: If the Kalamazoo Literacy Council has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the Kalamazoo Literacy Council twice annually (subsequent to reviewing reports due January 11 and July 12) equal to one-half of the General Fund appropriation of **Two Thousand Dollars (\$2,000.00)**. Payments shall be made directly to the Kalamazoo Literacy Council. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the Kalamazoo Literacy Council has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the Kalamazoo Literacy Council in default for breach of the Agreement and hold the Kalamazoo Literacy Council liable.

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

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

Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: KALAMAZOO LITERACY COUNCIL

420 E. Alcott St., Kalamazoo, MI 49001

BY:

DATE:

Michael D. Evans, Executive Director

BY:

DATE:

Elizabeth Colson, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: _____

APPROVED AS TO FORM

DATE

6/14/2018
[Signature]

CITY ATTORNEY

RECEIVED
FEB 11 1968
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN
FAIR HOUSING SERVICES: CDBG FUND FY 2018-19**

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

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2018** and shall terminate on **JUNE 30, 2019**. All services performed by the Center and payments made by the city are to be made in accordance with the provisions hereof.
- II. Contractor's Address: The Center's address is:
 405 West Michigan Avenue, Suite 6
 Kalamazoo, Michigan 49007
- III. Services to be Provided: The Center shall provide the following services consistent with the Community Development Block Grant Program goal of affirmatively furthering fair housing.
 1. Host a minimum of two fair housing presentations targeted toward Portage property owners/managers, realtors and/or financial institutions, and preferably within the City of Portage. Target Deadline: June 2019.
 2. Host a fair housing education event targeted toward Portage residents and/or business during Fair Housing Month. This event will be conducted primarily by the Center, but may be in participation with other partners. Target Deadline: April 2019. Estimated Budget: \$500.
 3. Present an overview of fair housing activities to the Human Services Board and accept a resolution at a meeting of City Council in recognition of National Fair Housing Month. Target Deadline: April 2019.
 4. Provide fair housing activities targeted toward Portage residents and/or businesses including information and referral, education and outreach, and fair housing enforcement services. Target Deadline: June 2019. Estimated Budget: \$1,500.

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

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

IV. Records: The Center shall maintain its records in a manner which enables the city to verify the work carried out under the "services to be provided" section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of expenditures. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained for a period not less than four (4) years after the date of the submission of the annual performance and evaluation report in which the activity is reported. The city is subject to the provisions of OMB-A-128 "Audits of State and Local Governments". The Center, as a subrecipient of federal funds, agrees to provide the city access to any documents necessary to insure that it has complied with any regulation applicable to a subrecipient of federal funds.

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

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

<u>For the Period</u>	<u>Due Date</u>
7/1/18 through 12/31/18	1/11/19
1/1/19 through 6/30/19	6/30/19

Each report shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVIII. Other Terms:

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

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

SIGNED BY:

GRANTEE/CONTRACTOR: THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN

405 West Michigan Avenue, Suite 6, Kalamazoo, MI 49007

BY: _____ **DATE:** _____
Kris Miller, Executive Director

BY: _____ **DATE:** _____
Bonnie Granado, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Laurence Shaffer, City Manager

APPROVED AS TO FORM
DATE: 6-29-18

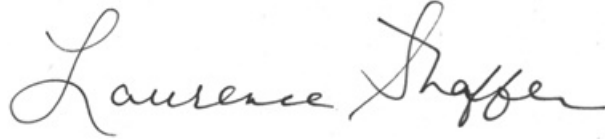
CRB

OMB Circular No. A-122

OMB Circular No. A-110

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Summer Mill & Fill – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: Award a contract in the amount of \$346,694.58 to Rieth-Riley Construction, Inc., for summer mill and fill asphalt repairs to major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Fiscal Year 2018-2019 Major & Local Streets budget includes funding for summer mill and fill repairs to sections of major and local streets where surface asphalt is in poor condition. Scheduled for repair are 11 streets, totaling just over 2.6 miles in length at the following locations:

- Mandigo Avenue (Andrews Street – Autumn View Lane)
- Oakland Drive (Shaver Road – West Osterhout Avenue)
- Quincy Avenue (Oakland Drive – Chippewa Street)
- Chippewa Street (Quincy Avenue – Algonquin Street)
- Deep Forest Court (Chippewa Street – Dead End)
- Algonquin Street (West Centre Avenue – Potomac Avenue)
- Potomac Avenue (Algonquin Street – Oakland Drive)
- Pickering Street (Algonquin Street – Curtis Avenue)
- Walcott Street (Potomac Avenue – Quincy Avenue)
- Ewing Avenue (Walcott Street – Pickering Street)
- Curtis Avenue (Walcott Street – Chippewa Street)

Invitations to bid on this project were sent to area contractors. Two bids were received on June 28, 2018 to perform the work. The low bid was submitted by Rieth-Riley Construction Company, Inc. of Kalamazoo, Michigan in the amount of \$346,694.58. Rieth-Riley has successfully completed several previous street repair projects for the city.

It is recommended that City Council award a contract to Rieth-Riley Construction Company, Inc. in the amount of \$346,694.58, for summer mill and fill asphalt repairs of major and local street sections and authorize the City Manager to execute all documents related to these actions on behalf of the city.

FUNDING: Funds are available in the Fiscal Year 2018-2019 Major & Local Street budgets.

Attachments: 1. Bid Tabulation

BID TABULATION
SUMMER MILL & FILL

BIDDER

BID

Rieth-Riley Construction Co., Inc.
911 Hatfield Ave.
Kalamazoo, MI 49001

\$346,694.58

Michigan Paving & Materials Co.
2300 Glendenning Road
Kalamazoo, MI 49001

\$395,555.90

TO: Honorable Mayor and City Council

FROM: Rob Boulis, Deputy City Manager

SUBJECT: Committee of the Whole Meeting - Senior Center

SUPPORTING PERSONNEL:

ACTION RECOMMENDED: Set a Committee of the Whole meeting on Tuesday, July 24 at 5:30 p.m. in City Hall Conference Room #1 for the purpose of discussing the building of a future Senior and/or Senior/Community Center.

A feasibility report to assess the potential of a fundraising effort to support the building of a new Senior Center has been received. The City Administration would like to review the report and discuss the details of building a new Senior Center and/or Senior/Community Center with City Council.

As such, it is recommended that City Council set a Committee of the Whole meeting on Tuesday, July 24, 2018 at 5:30 p.m. in City Hall Conference Room #1 for the purpose of discussing a future Senior and/or Senior/Community Center.

FUNDING: N/A

Attachments: None

Minutes of Boards & Commissions

Portage Senior Citizens Advisory Board

MINUTES MASTER

MONTH: April 18, 2018

ATTENDANCE:

Larry Smith, Trudy Riker, Mary Lou Petrulio, Jo McCrumb, Ann Perkins, Art Roberts, Sharon White, Jean Wenz,

Absent Excused: Bill Wieringa, Albert Steffens, Nicki Gillete (Alt)

Absent Un-excused:

Guests: None

Staff: Kim Phillips

Call to order time: 2:30 PM

Corrections to previous minutes:

Art Roberts in attendance and minutes, trip preview on April 28 not 22nd as stated at the bottom. Approved as corrected Ann Perkins, Art Roberts seconded.

Travel Program, Trudy Riker:

April 28th Travel Preview is on a Saturday and begins at 8:00 AM to 2:00 PM.

Two trips went out in March and were successful. Anyone who would like to travel with us, come on in on Saturday!

Kim Phillips commented that the trip committee was working cohesively as a team to get prepared for the preview and thanked them for their enthusiasm as well as the hard work.

Friends of PSC Board Update, Trudy Riker:

The Golf Scramble committee met and is progressing well. Notices to previous sponsors and golfers went out this week. Single golfers will be paired up with others and teams assembled, so don't be shy just because you don't have a foursome. Board members are going to follow up on sponsors that might be willing to make donations. The Friends have some MBE dollars to use towards prizes for this event. If you are not going to play golf at the Scramble, please consider volunteering and contact Kim Phillips if interested.

The Friends Spring Appeal goes out around May 1st. For those who donated \$250 or more to the Friends, a personalized letter was sent. Donation cards were color coded by season. About 4,000 solicitations were going to go out. The Friends would encourage all Advisory Board members to attend City Council meetings whenever issues or discussion regarding the PSC was on the agenda: Kim will contact board members prior to meetings of importance to the Center. City Council meetings take place every other week at 7:00 PM on Tuesdays. For the next meeting coming up on May 2nd there is nothing on the agenda for the senior center.

The Farmer's Market is moving to City Hall for summer 2018 to afford market vendors more street appeal and visibility. This positively impacts the senior center, opening Sundays to possible revenue from rentals.

The Friends are contributing funds toward an Apple lap-top for the PSC.

Legislative Update, Art Roberts:

On October 3rd the Kalamazoo County ID card will be released. This ID card is a good thing for seniors who are not driving anymore, and no longer have a driver's license. The more people who obtain them the less stigma will be attached to them.

Remember to vote regarding the senior millage on Tuesday, Aug 7.

Older Michiganian Day is coming up on May 16. Congress people Brent Iden, Margaret O'Brien, and John Hoadley will all come out to greet us there. If you can't get on the bus, drive up there because this is a very important event. The bus leaves at 8:30 AM and usually you're back in town by 2:30. Everything is held on the capital lawn. It's an easy drive and it includes lunch. Attend to express your opinions and concerns to appropriate legislative representatives. A good showing of concerned citizens will help keep fundamental programs going. Keeping seniors at home longer costs the state less. Meals on Wheels is being cut from the national budget.

Coffee with congressperson John Hoadley Mon April 23 232 Walnut Street Water Street,

KCASI is meeting at the Senior Center the 3rd Mon every month at 1:15 PM. These meetings are free and open to the public.

Managers Report, Kim Phillips:

April is National Volunteer Appreciation month and many thanks to all of the board members for what they do. The PSC Volunteer Appreciation event will be held in June.

Farmer's Market to be held at City Hall, first Sunday in May it begins for the season.

Plans for the building: when those things come up for discussion, please attend the meetings as a show of numbers. Mailing pack to potential donors including advocates with photos and quotes are going out to potential large-scale donors this week. We installed a gate in at the front desk as an experiment to slow down traffic to the back offices. The front desk layout is much improved for interaction. Art asked if the Farmers Market was going to have performers, Kim had no information. Larry commented that programming at the senior center does not offer programs for the newly retired or newly considering retirement. Aging Mastery Program will be marketed to companies. Larry suggested a *New Retirees, one month free*. The PSC will not be participating in the Boomer Bash this year in Allegan. Veterans and Senior Expo May 7, 9-1:00 PM.

Old Business:

Advisory Board goals were reviewed. Ann Perkins Art Roberts Larry Smith, all commented on how well it was done. Art moved, Trudy Riker seconded that the goals be adopted as presented. The goals passed unanimously.

New Business:

There was no new business.

ACTIVITIES REMINDERS:

The presentation on how to use public transportation was canceled due to speaker unavailability. Jo McCrumb urged the PSC to secure another presentation. Sean McBride was suggested as a person who might be able to give the presentation at the PSC. Kim will ask Denita to explore Sean's availability.

A spring Bits of Business event will be held on Thursday, May 3, from 9-11:00 AM. This event is free and open to the public. Life EMS will provide refreshments.

Ann Perkins asked about speed dating events. Kim responded that staff had just confirmed four dates, two Tuesdays in May and June, with close to 100 people waitlisted. Kim asked board members if in Jac's to please tell staff/employees that you're a member of the PSC and appreciate that they allow the PSC to use the venue. The 2nd movie preview and presentation were very well attended.

Advisory Board Comments:

None

Citizen comment:

None

Time Adjourned: 3:35 PM

Next meeting: May 16, 2018, 2:30 PM

PLANNING COMMISSION

June 21, 2018

The City of Portage Planning Commission meeting of June 21, 2018 was called to order by Chairman Stoffer at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Five citizens were in attendance.

PLEDGE OF ALLEGIANCE:

Chairman Stoffer led the Commission, staff and citizens in the Pledge of Allegiance.

IN ATTENDANCE:

Michael West, Senior City Planner and Randy Brown, City Attorney.

ROLL CALL:

Mr. West called the roll: Pezzoli (yes), Baldwin (yes), Place (yes), Joshi (yes), Schimmel (yes), Stoffer (yes), Patterson (yes), and Harrell-Page (yes). A motion was then made by Commissioner Patterson, seconded by Commissioner Schimmel, to approve the roll excusing Commissioner Corradini. The motion was unanimously approved 8-0.

APPROVAL OF MINUTES:

Chairman Stoffer referred the Commission to the June 7, 2018 meeting minutes contained in the agenda packet. A motion was made by Commissioner Place, seconded by Commissioner Joshi, to approve the minutes as submitted. The motion was unanimously approved 8-0.

SITE/FINAL PLANS:

None.

PUBLIC HEARING:

1. Special Land Use Permit: Presidential Brewing, 8302 and 8232 Portage Road. Mr. West summarized the Department of Community Development staff report dated June 14, 2018 regarding a request from Mr. Jake Lohse to establish a brewpub/micro brewer (Presidential Brewing Company) at 8302 and 8232 Portage Road. Mr. West stated the applicant was proposing to utilize the existing 4,800 square foot building and associated parking lot formerly occupied by Lazer Land indoor/outdoor recreational center. Mr. West also indicated the applicant was planning to retain the existing miniature golf course with possible future plans to construct an outdoor beer garden within the western portion of the miniature golf course. Mr. West discussed the recent amendments to the brewpub/micro brewer ordinance and indicated the proposal to establish a brewpub/micro brewer at the subject property fulfills the requirements for issuance of a special land use permit and was recommended for approval. The Commission and staff next discussed various aspects of the project including the existing miniature golf course, future outdoor beer garden, split zoning of property, construction schedule, parking and hours of operation.

Mr. Jake Lohse (applicant) was present to support the application and explain his plans for Presidential Brewing Company. The public hearing was then opened by Chairman Stoffer. Two citizens spoke in support of the brewpub/micro brewer and reuse of the former Lazer Land site: 1) Frank Perez, owner of 8312 Portage Road, and 2) Steve Knipfel, 2224 Prosperity Drive. No additional citizens spoke regarding the proposed special land use permit. A motion was made by Commissioner Schimmel, seconded by Commissioner Harrell-Page, to close the public hearing. The motion was unanimously approved 8-0.

After a brief discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Baldwin, to approve the Special Land Use Permit for Presidential Brewing Company, 8302 and 8232 Portage Road. The motion was unanimously approved 8-0.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

STATEMENT OF CITIZENS/COMMISSIONERS:

Chairman Stoffer indicated that Commissioner Corradini and Commissioner Harrell-Page will be excused from the July 5, 2018 meeting.

Commissioner Patterson indicated he would not be present at the July 19, 2018 meeting.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 7:20 p.m.

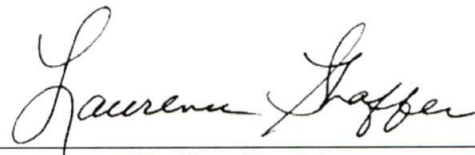
Respectfully submitted,

Michael West, AICP
Senior City Planner

MATERIALS TRANSMITTED

Friday June 22, 2018

1. Communication from Yeo & Yeo regarding the audit for Fiscal Year 2018, **Agenda Item A.9a** – Information Only.

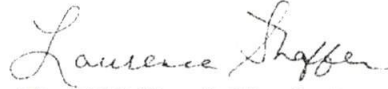


Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: AGENDA ITEM A.9a – June 22, 2018 Yeo & Yeo Letter

SUPPORTING PERSONNEL: William Furry, Director of Finance & Purchasing

The attached letter is from Jamie L. Rivette at Yeo & Yeo regarding audit for the Fiscal Year ending June 30, 2018.

The letter has been added to the June 26, 2018 City Council Agenda as Item A.9a.

Attachments: June 1, 2018 letter from Yeo & Yeo

June 1, 2018

William Furry, Finance Director
City of Portage
7900 S. Westnedge Ave.
Portage, MI 49002

Dear William:

Enclosed is the engagement letter for City of Portage for the year ending June 30, 2018. Generally Accepted Auditing Standards and Government Auditing Standards require that we communicate, during the planning stage of an audit, certain information to the City Council. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control, and the planned scope and timing of the audit. The engagement letter includes the items which must be communicated to the City Council.

Therefore, please make copies of the attached engagement letter and forward the copies to each member of the City Council.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

If you have any questions, please contact me.

Sincerely,



Jamie L. Rivette, CPA, CGFM
Principal
Yeo & Yeo, P.C.
CPAs & Business Consultants

Enclosures

June 1, 2018

City Council
City of Portage
7900 S. Westnedge Ave.
Portage, MI 49002

We are pleased to confirm our understanding of the services we are to provide City of Portage for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Portage as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Portage's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Portage's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Budgetary comparison schedules
- Other postemployment benefit (OPEB) information
- Municipal employee retirement system schedules
- Retiree healthcare funding plan schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Portage's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- Nonmajor governmental funds combining statements
- Budgetary comparison schedules – Nonmajor governmental funds
- Internal service funds combining statements
- Fiduciary funds combining statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Statistical information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Portage and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Portage's financial statements. Our report will be addressed to management and the City Council of City of Portage. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the government's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the government's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Portage is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of

management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from the government's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Portage's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

For the year ending June 30, 2018, we will also provide the following services, some of which are covered by separate engagement letters, which cover the terms of each separate engagement. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

- 1) Assist in preparing financial statements, related notes and supplementary financial information in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP)
- 2) Assist in preparing the entity-wide conversion and GASB 68 calculations

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

You agree to assume all management responsibilities relating to the financial statements, related notes, required supplementary information, other supplementary information, the non-audit services listed above, and any other

non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating one or more individuals, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants, and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (U.S. GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to

address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies.

You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to using the auditors' report, if you request our written consent to reproduce or use our report in a bond offering, official statements, or other documents, additional procedures will be required, at an additional cost mutually agreed upon.

However, you are not required to request or obtain our consent. If you use the auditors' report without our written consent, the following statements must be included in the bond offering, official statements, or other documents:

INDEPENDENT AUDITORS

The financial statements of City of Portage, as of June 30, 2018, and for the year then ended, included in this Official Statement, have been audited by Yeo & Yeo, P.C., CPAs & Business Consultants, independent auditors, as stated in their report appearing herein.

Yeo & Yeo, P.C., CPAs & Business Consultants has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Yeo & Yeo, P.C., CPAs & Business Consultants also has not performed any procedures relating to this official statement.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the written representations provided to us at the completion of the audit.

Engagement Administration, Prices and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Portage; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Yeo & Yeo, P. C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Michigan or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Yeo & Yeo, P. C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State of Michigan. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jamie L. Rivette is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 8, 2018 and to issue our reports no later than December 31, 2018.

Professional standards require us to be independent with respect to the Organization in the performance of our services. Any discussions that management has with personnel of Yeo & Yeo regarding employment could pose a threat to our independence. Therefore, we request that management inform the engagement principal prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement and for one year after its termination, solicit for hire as an employee, consultant or otherwise, any of the other party's personnel without such other party's express written consent. If the Organization desires to offer employment to a Yeo & Yeo employee and the employee is hired in any capacity by the Organization, a compensation placement fee of 25% of their salary may apply.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the price charged by us, and paid by you, for the services set forth in this engagement letter.

You acknowledge that we may collect your employees' personally identifiable information as part of the services that we are engaged to perform. We agree to indemnify you for any covered damages or claim expenses that may result from a data breach at Yeo & Yeo, P.C. as part of the terms of this contract.

Our price for these services will be \$24,600 for the audit and \$2,500 for the CAFR preparation. In addition, the price for additional work due to the implementation of GASB 74 will be approximately \$2,000. Our invoices for these services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes past due and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above price is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time becomes necessary to complete your engagement, we will discuss the issues with you and arrive at a new price estimate, which may or may not occur before we incur the additional time. Our price quoted above is also contingent on all items on the assistance list being completed by the due dates indicated and the audit being performed during the dates scheduled. If the dates are not met and the engagement needs to be rescheduled due to things in your control, then an additional price of 20% will apply. The reason for this is that we schedule our client work well in advance. When the job has to be rescheduled it causes a domino effect, as we likely have

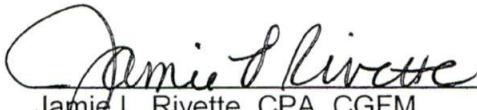
other clients scheduled in the new requested time slot, and our staff are likely scheduled on another client. As a result we may have to put you at the end of the line, and/or change staff. When our staff members finishing the work are not the same as those who started it, the audit is less efficient and more disruptive to your staff.

Our engagement will end upon delivery of your audited financial statements and our report thereon for the year set forth above. Any additional services that may be required will be part of a separate and new engagement. Should you wish to engage us to audit your financial statements for any other year, and should we accept such engagement, such engagement will be a separate and new engagement. A new engagement letter for any services beyond the scope of this engagement will govern the terms and conditions of the new engagement.

We appreciate the opportunity to be of service to City of Portage and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Yeo & Yeo, P. C.
CPAs & Business Consultants



Jamie L. Rivette, CPA, CGFM
Principal

RESPONSE:

This letter correctly sets forth the understanding of City of Portage.

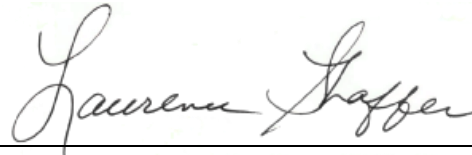
By: 

Title: Finance Director

MATERIALS TRANSMITTED

Tuesday, June 26, 2018

1. Communication from the City Manager regarding emails sent to the City Manager and the City Clerk on June 25 and 26, 2018 regarding Phase IV of the Whispering Meadows plat, **Agenda Item F.1.** – Information Only

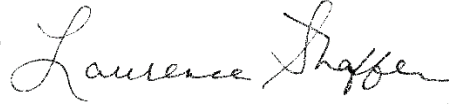


Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: AGENDA ITEM F.1 Emails from Portage residents regarding Whispering Meadows Phase IV sidewalks

SUPPORTING PERSONNEL: Adam Herringa, City Clerk
Christopher Forth, Acting Director of Community Development

The attached emails regarding Whispering Meadows Phase IV were sent to the City Manager and/or the City Clerk on June 25 and 26, 2018. This matter last came to City Council on June 12, 2018.

The emails have been added to the June 26, 2018 City Council Agenda as Item F.1.

Attachments:

1. Richard Dirrenberger's emails
2. Betty Trebing email
3. Chris Vanschooren email

June 26, 2018

Whispering Meadows Owners Association
PO Box 2581
Portage, MI 49081

City Council
City of Portage
7900 S. Westnedge Avenue
Portage, MI 49002

Members of the Portage City Council,

Phase 4 of the Whispering Meadows is the fourth and final phase of the Whispering Meadows development. Currently, Whispering Meadows Phase 4 is part of the Whispering Meadows Owners Association. As the Board of Whispering Meadows Owners Association, we are writing in support of the limited sidewalks proposed by Glas Associates in the development of Phase 4. This would include the newly constructed sidewalks on the north side of Mullein Lane between Angling Road and Bunchberry Drive, the connection between Boxwood Court and Camelot Street, and finishing the sidewalk along Bunchberry Drive connecting Mullein Lane and Boxwood Court. We would not be in favor of further internal sidewalk construction throughout all of Phase 4.

In Phases 1, 2, and 3 there are no internal sidewalks. It is felt that having part of Whispering Meadows with internal sidewalks and part without sidewalks, would significantly alter the homogeneity of the plat appearance and would appear less like a cohesive development. There has been no interest from the owners in the existing Phases 1, 2, and 3 that they would want to undertake the personal expense of "retrofitting" internal sidewalks in of the existing parts of Whispering Meadows Phases 1, 2, and 3.

Thank you for your consideration,

Richard Dirrenberger
President
Whispering Meadows Homeowners Association

June 25, 2018

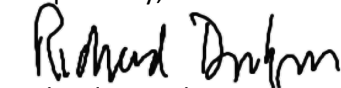
Whispering Meadows Owners Association
PO Box 2581
Portage, MI 49081

Christopher Forth
City of Portage
7900 S. Westnedge Avenue
Portage, MI 49002

Mr. Forth,

This letter is an addition to the previous letter sent to the City of Portage regarding the Whispering Meadows Owners Association Board comments on the sidewalks proposed in the new Phase 4 of our Plat. For the same reasons outlined in that letter, we still support only limited sidewalks in the new Phase 4. As a point of clarification, we support the updated sidewalk proposal that would include the already existing new sidewalks on the north side of Mullein Lane between Angling Road and Bunchberry Drive and the sidewalk connection between Boxwood Court and Camelot Street. This would not include the previously mentioned sidewalk along Bunchberry Drive between Mullein Lane and Boxwood Court.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard Dirrenberger". The signature is written in a cursive, flowing style.

Richard Dirrenberger
President
Whispering Meadows Owners Association

From: Betty Trebing <trebjam@att.net>
Date: June 26, 2018 at 12:49:34 PM EDT
To: Patricia Randall <rprandall@sbcglobal.net>
Subject: Whispering Meadows side walks

Mayor and Council members,

My husband and I have lived in the Whispering Meadows neighborhood for 18 years. (3696 Bellflower Dr.).

I feel sidewalks are not needed in the phase 4 development of the neighborhood. It is not consistent with the rest of the neighborhood, which has no sidewalks nor is it an area that would see heavy traffic, being no outlet streets.

Thanks for allowing resident comments on this issue.

Sincerely,
Betty Trebing
3696 Bellflower Dr.
269-998-6200
Trebjam@att.net

From: Vanschooren, Chris [<mailto:Chris.Vanschooren@pfizer.com>]

Sent: Monday, June 25, 2018 9:25 PM

To: Laurence Shaffer

Subject: Requesting no side walks - Whispering Meadows

Dear Larry,

I am writing this letter to let you know that I do not support that sidewalks are being installed in front of homes in Whispering Meadows Phase 4.

Our neighborhood is not suffering in any way from a safety issue or concern. There is no added value.

At the contrary - A sidewalk would additionally impact the charming character of the neighborhood.

Please pass my concern to the right people that are involved in the decision making process.

Thanks you,

Chris Vanschooren – Ann Vanwijnendael en Louke

6856 Oleander Ln

49024 Portage

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Rezoning Application #17/18-4, 6533, 6547, 6603 and 6609 Oakland Drive.

SUPPORTING PERSONNEL: Chris Forth, Acting Director, Department of Community Development

ACTION RECOMMENDED: Subsequent to the public hearing, consider approving Rezoning Application #17/18-4, changing the zoning designation at 6533, 6547, 6603 and 6609 Oakland Drive from R-1B, one-family residential to R-1T, attached residential.

An application has been received from Scott Gignac requesting that 6533, 6547, 6603 and 6609 Oakland Drive be rezoned from R-1B, one family residential to R-1T, attached residential. The applicant is the owner of the property and is requesting the rezoning to facilitate construction of a multiple-family residential development consisting of two-unit, three-unit and/or four-unit attached condominium buildings on the 4.9-acre tract of land.

In a report dated May 11, 2018, the Department of Community Development concluded the proposed R-1T, attached residential zoning is consistent with the Comprehensive Plan, Future Land Use Plan and surrounding land use/zoning pattern. For these reasons, staff is supportive of the proposed zoning change to R-1T, attached residential.

The Planning Commission convened a public hearing during the May 3 and 17, 2018 meetings to consider the rezoning request. The applicant was present during both meetings to support the rezoning request and discuss the proposed development project. Six citizens spoke during the May 3 meeting and two citizens spoke during the May 17 meeting. These citizens asked for consideration of the following site design issues at the site plan stage of development:

- Preservation of the existing mature trees along the northern portion of the site and installation of an evergreen site barrier to preserve the privacy of adjacent residences
- Similar construction quality compared to the existing Village at Brighton Lane condominium development to the north
- Proper storm water management
- Access/traffic impacts along Oakland Drive.

After careful consideration, the Planning Commission voted unanimously to recommend to City Council that Rezoning Application #17/18-4 be approved and 6533, 6547, 6603 and 6609 Oakland Drive be rezoned from R-1B, one-family residential to R-1T, attached residential with a finding that the R-1T district is appropriate in this area of the city and is consistent with the Comprehensive Plan, Future Land Use Map and surrounding land use/zoning pattern.

Attached are the Planning Commission transmittal, Department of Community Development report and related materials for review. This item received first reading from City Council during the regular meeting of June 12, 2018.

FUNDING: Not applicable

Attachments:

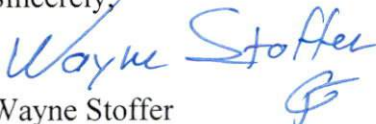
1. June 1, 2018 Planning Commission transmittal
2. May 3 and 17, 2018 Planning Commission minutes
3. May 11, 2018 Community Development staff report
4. Rezoning 17-18.4 Ordinance

TO: Honorable Mayor and City Council
FROM: Planning Commission
DATE: June 1, 2018
SUBJECT: Rezoning Application #17/18-4, 6533, 6547, 6603 and 6609 Oakland Drive

The Planning Commission convened a public hearing during the May 3rd and 17th, 2018 meetings to consider the rezoning application submitted by Scott Gignac to rezone 6533, 6547, 6603 and 6609 Oakland Drive from R-1B, one family residential to R-1T, attached residential. Mr. Gignac was present during the May 3rd and 17th meetings to support the rezoning request and explain the proposed development project. Six citizens spoke during the May 3rd meeting and two citizens spoke during the May 17th meeting. While these citizens did not speak in opposition to the proposed rezoning, they did request consideration of several site design issues once a site plan is submitted for development including mature tree preservation along the northern portion of the site and installation of an evergreen site barrier to preserve the privacy of adjacent residences, similar construction quality compared to the existing Village at Brighton Lane condominium development to the north, proper storm water management and access/traffic impacts along Oakland Drive.

After careful consideration, a motion was made by Commissioner Patterson, seconded by Commissioner Bosch, to recommend to City Council that Rezoning Application #17/18-4 be approved and 6533, 6547, 6603 and 6609 Oakland Drive be rezoned from R-1B, one family residential to R-1T, attached residential. The motion included a finding that the R-1T district is appropriate in this area of the City and is consistent with the Comprehensive Plan, Future Land Use Map and surrounding land use/zoning pattern. Issues related to site design, including preservation of some or all of the existing stand of mature pine trees, will be addressed at the site plan review stage of development. The motion was unanimously approved 9-0.

Sincerely,


Wayne Stoffer
Chairman

vehicle access drive and that language would be added that would allow the city to maintain the drive and assess the home owners association, if not properly maintained. Mr. West indicated that if the rezoning was approved, the City Attorney would be reviewing the easements and maintenance agreements.

The public hearing was opened by Chairman Stoffer. Andy Bozell, 10315 Oakland Drive, and Cindy Crawford, 10716 Oakland Drive, spoke regarding the proposed rezoning. Mr. Bozell again spoke in opposition to the proposed PD rezoning and residential development citing traffic and safety concerns particularly at the Oakland Drive/West Osterhout Avenue and Oakland Drive/Shaver Road intersections during peak periods. Ms. Crawford indicated her father owns the adjacent property to the east (1702 West Osterhout Avenue) and was concerned about the loss of privacy and requested that a fence be required along the shared property line. Mr. Crawford also cited concerns about additional traffic generation and impacts at the Oakland Drive/West Osterhout Avenue intersection. Mr. West indicated that screening/buffering was not required between single family residences and resulting setbacks/separations between the existing residence at 1702 West Osterhout Avenue and the planned residences with the Pennridge Trail development would be similar or greater than setbacks/separations in a traditional subdivision. Mr. West summarized existing traffic volumes along West Osterhout Avenue and indicated that West Osterhout Avenue is currently operating at less than 25% of its capacity. Mr. West also indicated that the Department of Transportation and Utilities has been monitoring traffic in the area and has reviewed and approved the tentative development plan. Mr. West restated the Pennridge Trail development was planned in multiple phases over an approximate 10-year period with an overall development density of 2.9 units/acre. Mr. West indicated the existing I-1, light industrial zoning is inconsistent with the Comprehensive Plan designation. No additional citizens spoke regarding the proposed PD rezoning. A motion was then made by Commissioner Bosch, seconded by Commissioner Schimmel, to close the public hearing. The motion was unanimously approved 7-0.

After additional discussion, a motion was then made by Commissioner Bosch, seconded by Commissioner Place, to recommend to City Council that Rezoning Application #17/18-3 be approved and 1722 and 1800 West Osterhout Avenue and 10099, 10117 and 10121 Oakland Drive be rezoned from I-1, light industry to PD, planned development with approval of the two requested modifications involving the maximum number of lots on a cul-de-sac street and installation of sidewalk along West Osterhout Avenue. The motion included a finding that the PD district and proposed Pennridge Trail mixed detached/attached residential development is appropriate in this area of the City and will provide assurances to surrounding property owners on the specific type of development that will be built on the property while providing design flexibility to the developer. The PD district and associated tentative plan/narrative submitted by Westview Capital LLC is consistent with the Comprehensive Plan and Future Land Use Map designations and compatible with the surrounding zoning/land use pattern along West Osterhout Avenue. Additionally and consistent with Section 42-375.L of the PD ordinance, the two requested modifications are in the best interests of the residents of the planned development and are not inconsistent with the interests of the entire city. The motion was unanimously approved 7-0.

2. Preliminary Report: Rezoning Application #17/18-4, 6533, 6547, 6603 and 6609 Oakland Drive. Mr. West summarized the Department of Community Development staff report dated April 27, 2018 regarding the request from Scott Gignac to rezone 6533, 6547, 6603 and 6609 Oakland Drive from R-1B, one family residential to R-1T, attached residential. Mr. West indicated the applicant was requesting the rezoning to facilitate construction of an attached single-family development consisting of two-unit, three-unit and/or four-unit attached residential condominiums. Mr. West then reviewed the Comprehensive Plan and Future Land Use Map designations for the subject properties, the surrounding land use/zoning pattern and the suitability of the existing R-1B zone and impacts of the proposed R-1T zone.

Scott Gignac was present to support the rezoning application and explain the attached residential development planned for the subject properties. Although conceptual in nature, Mr. Gignac distributed copies of a preliminary site plan showing a mixture of two-unit, three-unit and four-unit attached residential condominiums. Mr. Gignac stated it was his intention to retain the southern two single family residences, along with a portion of the mature evergreen tree stand located along the northern portion of the site. Mr. Gignac stated he envisioned the condominiums would be a minimum of 1,200 square feet in size with an attached garage and an approximate sales price of \$250,000. Commissioner Joshi stated that preliminary site plan presented by the applicant does not

appear to shown retention of the existing mature pine trees along the northern portion of the site. Mr. West explained the differences between a PD rezoning request where a tentative plan/narrative describing the proposed development plan was required, and a typical rezoning request where a specific plan or type of development was not tied to the rezoning decision. Mr. West indicated that staff has discussed with the applicant retention of mature trees along the northern portion of the site and this would be further reviewed with the site plan submittal.

The public hearing was opened by Chairman Stoffer. Six citizens spoke regarding the proposed rezoning: Linda Schmidt, 2021 Brighton Lane; Ken Oldham, 1975 Brighton Lane; Roger Herpolsheimer, 2025 Brighton Lane; Caroline Stickler, 6534 Hampton Street; Diane Herpolsheimer, 2025 Brighton Lane; and Mary Lanigan, 1995 Brighton Lane. Ms. Schmidt thanked staff for their assistance with getting debris items removed from 6533 Oakland Drive and stated her only concern was that the proposed development be similar to the existing Village at Brighton Lane development to the north. Mr. Oldham stated he did not oppose the rezoning, however, was somewhat concern about additional traffic generation on Oakland Drive, especially during peak periods. Mr. and Mrs. Herpolsheimer also expressed concerns about traffic impacts on Oakland Drive, while Ms. Stickler and Ms. Lanigan asked that existing mature pine trees be preserved along the perimeter of the property (north/west sides) to provide a buffer from other existing residences. No additional citizens spoke in regards to the proposed PD rezoning and development plan.

After additional discussion, a motion was made by Commissioner Bosch, seconded by Commissioner Joshi, to adjourn the public hearing for Rezoning Application #17/18-4, 6533, 6547, 6603 and 6609 Oakland Drive, to the May 17, 2018 meeting. The motion was unanimously approved 7-0.

OLD BUSINESS:

None.

NEW BUSINESS:

1. Temporary Vice-Chairman. Chairman Stoffer discussed the need for a temporary Vice-Chairman, until Election of Officers is conducted in July, in case he is not present for a meeting or is not appointed for an extension on the Commission. Chairman Stoffer indicated that there are four Planning Commission positions that need to be filled and interviews were scheduled for May 8th. Commissioner Schimmel nominated Commissioner Patterson for the position of Temporary Vice-Chairman, seconded by Commissioner Bosch. Commissioner Patterson stated that he would agree to be Temporary Vice-Chairman until the next Election of Officers was conducted in July. The motion was unanimously approved 7-0.

STATEMENT OF CITIZENS/COMMISSIONERS:

None.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 8:55 p.m.

Respectfully submitted,

Michael West, AICP
Senior City Planner

PLANNING COMMISSION

May 17, 2018

The City of Portage Planning Commission meeting of May 17, 2018 was called to order by Chairman Stoffer at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Five citizens were in attendance.

PLEDGE OF ALLEGIANCE:

Chairman Stoffer led the Commission, staff and citizens in the Pledge of Allegiance.

IN ATTENDANCE:

Michael West, Senior City Planner and Randy Brown, City Attorney.

ROLL CALL:

Mr. West called the roll: Corradini (yes), Baldwin (yes), Harrell-Page (yes), Place (yes), Joshi (yes), Schimmel (yes), Stoffer (yes), Patterson (yes) and Bosch (yes). All Commissioners were present. Chairman Stoffer welcomed Commissioner Becky Baldwin to her first meeting and also indicated that Commissioner Paul Pezzoli would be joining the Planning Commission at the June 7, 2018 meeting.

APPROVAL OF MINUTES:

Chairman Stoffer referred the Commission to the May 3, 2018 meeting minutes contained in the agenda packet. A motion was made by Commissioner Schimmel, seconded by Commissioner Harrell-Page, to approve the minutes as submitted. The motion was unanimously approved 9-0.

SITE/FINAL PLANS:

None.

PUBLIC HEARING:

1. **Final Report: Rezoning Application #17/18-4, 6533, 6547, 6603 and 6609 Oakland Drive.** Mr. West summarized the Department of Community Development staff report dated May 11, 2018 regarding the request from Scott Gignac to rezone 6533, 6547, 6603 and 6609 Oakland Drive from R-1B, one family residential to R-1T, attached residential. Mr. West discussed the Comprehensive Plan and Future Land Use Map designations for the subject properties and surrounding area, along with the surrounding land use pattern and suitability of the proposed R-1T district. Mr. West indicated the applicant was requesting the rezoning to facilitate construction of an attached single-family development consisting of two-unit, three-unit and/or four-unit attached residential condominiums. Mr. West then reviewed the Comprehensive Plan and Future Land Use Map designations for the subject properties, the surrounding land use/zoning pattern and the suitability of the existing R-1B zone and impacts of the proposed R-1T zone. Mr. West stated that staff was recommending approval of the rezoning request with issues associated with site design and tree preservation to be addressed at the site plan stage of development.

Scott Gignac was present to support the rezoning application. Mr. Gignac indicated that he was proposing 28 one-story condominium units in a mixture of two-unit, three-unit and four-unit buildings with similar quality and pricing as the Village at Brighton Lane condominium development to the north. Mr. Gignac stated he was considering retaining the two southern most single family residences along Oakland Drive, however, has not yet finalized the condominium development plan.

The public hearing was reconvened by Chairman Stoffer. Two citizens spoke regarding the proposed rezoning: Ken Oldham, 1975 Brighton Lane; and Roger Herpolsheimer, 2025 Brighton Lane. Mr. Oldham stated he was not opposed to the rezoning and clarified a statement he made at the first meeting regarding traffic

on Oakland Drive. Mr. Herpolsheimer thanked staff for meeting with him to discuss the rezoning application and related issues. Mr. Herpolsheimer indicated he was serving as spokesman for the Village at Brighton Lane condominium development to the north and they were not opposed to the zoning change and associated condominium project. Mr. Herpolsheimer requested that the site plan submittal consider the preservation of privacy between the two developments and that an evergreen site barrier be established along the shared property line. Mr. Herpolsheimer also requested that storm water drainage from the proposed condominium project be directed away (to the south) from the neighboring Village at Brighton Lane condominium development. No additional citizens spoke in regards to the proposed rezoning. A motion was then made by Commissioner Bosch, seconded by Commissioner Schimmel, to close the public hearing. The motion was unanimously approved 9-0.

After additional discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Bosch, to recommend to City Council that Rezoning Application #17/18-4 be approved and that 6533, 6547, 6603 and 6609 Oakland Drive be rezoned from R-1B, one family residential to R-1T, attached residential. The motion included a finding that the R-1T district is appropriate in this area of the City and is consistent with the Comprehensive Plan, Future Land Use Map and surrounding land use/zoning pattern. Issues related to site design, including preservation of some or all of the existing stand of mature pine trees, will addressed at the site plan review stage of development. The motion was unanimously approved 9-0.

2. Special Land Use Permit: Paragon Auto Sales, 10210 Shaver Road. Mr. West summarized the May 11, 2018 staff report regarding a request from Paragon Auto Sales to establish a vehicle dealership for the sale of new/used automobiles at 10210 Shaver Road. Mr. West indicated the applicant is proposing to relocate Paragon Auto Sales from its previous location at 7215 South Westnedge Avenue to the subject property and will utilize approximate 15 existing parking spaces for vehicle display and a small office area (32-feet by 20-feet) along the front/eastern portion of the building. Mr. West stated the proposal to establish the automobile dealership at the subject property fulfills the requirements for issuance of a special land use permit and was recommended for approval. Commissioner Joshi stated that she was an acquaintance of the applicant, however, this relationship would not cloud her judgement on review of the application.

Mr. Dave Black, 55725 Resort Road, Three Rivers, MI (applicant representative) was present to support the application. The public hearing was then opened by Chairman Stoffer. No citizens spoke regarding the proposed special land use permit. A motion was then made by Commissioner Bosch, seconded by Commissioner Joshi, to close the public hearing. The motion was unanimously approved 9-0. After a brief discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Corradini, to approve the Special Land Use Permit for Paragon Auto Sales, 10210 Shaver Road. The motion was unanimously approved 9-0.

OLD BUSINESS:

None.

NEW BUSINESS:

1. Resolution Honoring Commissioner Bosch. Commissioner Schimmel read a resolution honoring Commissioner Bosch for his nine years of service on the Planning Commission. Commissioner Bosch stated it has been an honor and privilege to serve on the Planning Commission and thanked staff and his fellow Commissioners for the support over the years. Chairman Stoffer also thanked Commissioner Bosch for his contributions and insight over the past nine years and wished him well in his future endeavors.

STATEMENT OF CITIZENS/COMMISSIONERS:

Chris Forth (8400 Valleywood, Portage, Michigan) spoke and also thanked Commissioner Bosch for all his years of service and many contributions to the Planning Commission over the past nine years. Mr. Forth also welcomed Commissioner Baldwin to the Planning Commission.

TO: Planning Commission

DATE: May 11, 2018

FROM: Christopher Forth, Acting Director of Community Development

SUBJECT: Final Report: Rezoning Application #17/18-4, 6533, 6547, 6603 and 6609 Oakland Drive

I. INTRODUCTION:

An application has been received from Scott Gignac requesting that 6533, 6547, 6603 and 6609 Oakland Drive be rezoned from R-1B, one family residential to R-1T, attached residential. The applicant is requesting the rezoning to facilitate construction of a multi-family residential development consisting of two-unit, three-unit and/or four-unit attached condominiums buildings on the 4.9 acre tract of land.

Applicant	Property Address	Parcel Number	Zoning	
			Existing	Proposed
Scott Gignac	6533 Oakland Drive	00008-330-O	R-1B	R-1T
	6547 Oakland Drive	00008-335-O	R-1B	R-1T
	6603 Oakland Drive	00008-340-O	R-1B	R-1T
	6609 Oakland Drive	00008-345-O	R-1B	R-1T
Four parcels – 4.9 acres				

II. EXISTING CONDITIONS:

Land Use/Zoning	<u>Rezoning Site:</u> Four single family detached residences zoned R-1B, one family residential. <u>North:</u> Village at Brighton Lane attached residential condominium (eight 4-unit condominium buildings) zoned PD, planned development. <u>East:</u> Consumers Energy electrical transmission lines and Northwest Portage Bikeway zoned R-1B, one family residential. Further east, single family residences zoned R-1A, one family residential. <u>South:</u> Single family residences zoned R-1A, one family residential. <u>West:</u> Across Oakland Drive, single family residences zoned R-1B, one family residential.
Zoning/Development History	No rezoning of properties in the surrounding area have occurred in the past 10 years.
Historic District/Structures	The subject site is not located within a historic district and does not contain any historic structures.
Public Streets	Oakland Drive is designated a 3 lane minor arterial roadway with 15,223 vehicles per day (2016) and a capacity of 21,500 vehicles per day (level of service "D").
Public Utilities	Municipal water and sewer are currently available to the subject properties.
Environmental	The City of Portage Natural Resources Map does not identify any potential wetlands or floodplains on or near the property. There is, however, a mature stand of pine trees located on 6533 Oakland Drive. If the property is rezoned, many of these trees should be preserved and/or incorporated into the final site design.

III. PUBLIC COMMENT RECEIVED:

The Planning Commission convened a public hearing to consider the rezoning request during the May 3, 2018 meeting. Mr. Scott Gignac (applicant) was present to support the rezoning request and explain the development project. Six citizens spoke during the public hearing. While these citizens did not speak in opposition to the proposed rezoning, they did request consideration of the following: mature tree preservation along the northern portion of the property during site development, similar construction quality to the existing Village at Brighton Lane condominium development to the north, and access/traffic impacts along Oakland Drive.

IV. FINAL ANALYSIS:

The following analysis has been prepared based on general land use considerations, the Comprehensive Plan, traffic conditions and surrounding development patterns.

Comprehensive Plan/Future Land Use Map Consistency. The Future Land Use Map component of the 2014 Comprehensive Plan identifies the rezoning site, along with properties situated to the north as appropriate for Medium Density Residential land use. Properties located to the south and west (across Oakland Drive) are designated for Low Density Residential Land Use, while properties located to the east are designated for Park/Recreation and Low Density Residential land use.

The Comprehensive Plan identifies the Medium Density Residential land use category as a transition from detached to attached dwelling units including residential development such as duplexes, attached residential condominiums and townhomes and certain apartment buildings with a resulting development density between 4-8 units/acre. The Medium Density Residential classification generally corresponds to the R-1T, attached residential, RM-2, multiple family residential and PD, planned development zoning districts. The proposed R-1T zoning district for the subject properties is consistent with the Comprehensive Plan and Future Land Use Map.

PUBLIC NOTICE

In accordance with the Michigan Planning Enabling Act (Public Act No. 33 of 2008, as amended), a public notice was published in the local newspaper and written notice was mailed to owners of land immediately adjoining the proposed rezoning property 15 days prior to the date of the public hearing.

Development Guidelines. The Development Guidelines are intended to be used by the Commission and staff when reviewing private development proposals, infrastructure improvement programs (i.e. public expenditures on streets, sewers and water mains that influence the location, intensity and timing of development) and public programs that affect the physical environment. The proposed R-1T zoning district is consistent with applicable development guidelines contained in the Comprehensive Plan (see attached).

Suitability of Existing R-1B Zone/Impacts of Proposed R-1T Zone. While the existing R-1B zoning is still a viable option for the subject properties, the Future Land Use Map has designated the parcels and adjacent properties to the north as appropriate for Medium Density Residential land use. The proposed R-1T zone, which allows for development densities between 4-8 units/acre with up to four attached units, corresponds to the Medium Density Residential designation. The proposed R-1T zoning would also be consistent with the existing Village at Brighton Lane attached condominium development located immediately to the north.

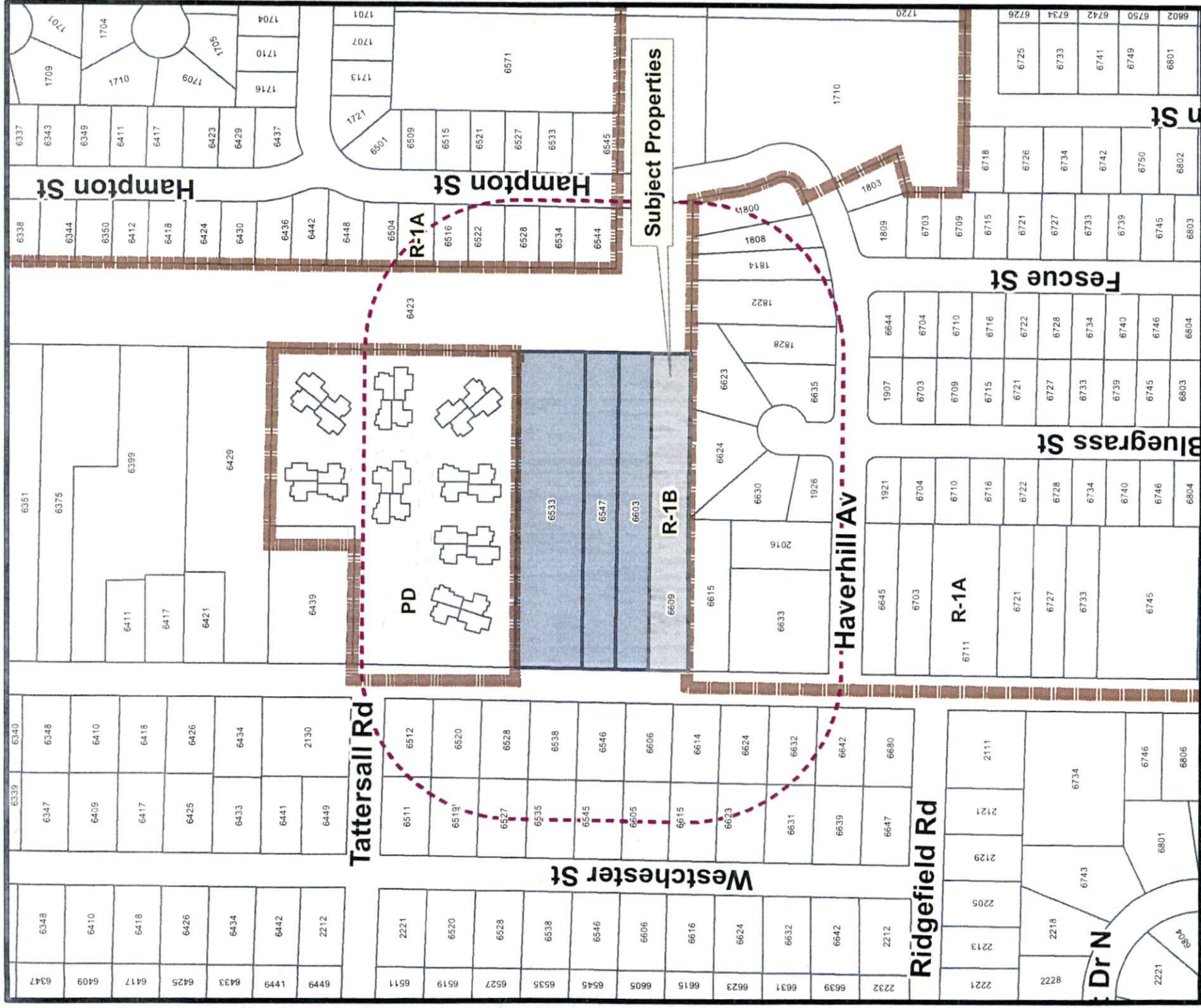
Traffic Considerations. If rezoned to R-1T, the 4.9 acre tract of land could support an attached residential development consisting of approximately 30 dwelling units. A typical residential dwelling unit will generate between 10-12 vehicle trips (20-24 vehicle trip ends) during an average weekday (24-hour period). Therefore, an attached residential development scenario involving 30 dwelling units would generate between 300-360 vehicle trips (600-720 vehicle trip ends) on an average weekday, 24-hour period. For Commission information, vehicle trip ends count each car that visits a site twice, once for entering and once for exiting. Anticipated traffic generation from such a project can be accommodated by the adjacent roadway network. Specific access related issues including driveway location, shared/cross access connections, etc. would be reviewed at the site plan stage of redevelopment.

V. RECOMMENDATION:

Subject to any additional comments that may be received during the public hearing, staff advises the Planning Commission to recommend to City Council that Rezoning Application #17/18-4 be approved and 6533, 6547, 6603 and 6609 Oakland Drive be rezoned from R-1B, one family residential to R-1T, attached residential. The R-1T district is appropriate in this area of the City and is consistent with the Comprehensive Plan, Future Land Use Map and surrounding land use/zoning pattern. Issues related to site design, including preservation of some or all of the existing stand of mature pine trees, will addressed at the site plan review stage of development.

Attachments: Zoning/Vicinity Map
Aerial Photo Map
Future Land Use Map
Development Guidelines Table (R-1T)
Rezoning Application and Supporting Materials

S:\Commdev\2017-2018 Department Files\Board Files\Planning Commission\PC Reports\Rezoning\2018 05 11 Rezoning Application #17-18-4, 6533, 6547, 6603 and 6609 Oakland Drive (final).doc



300' Notification

Subject Properties

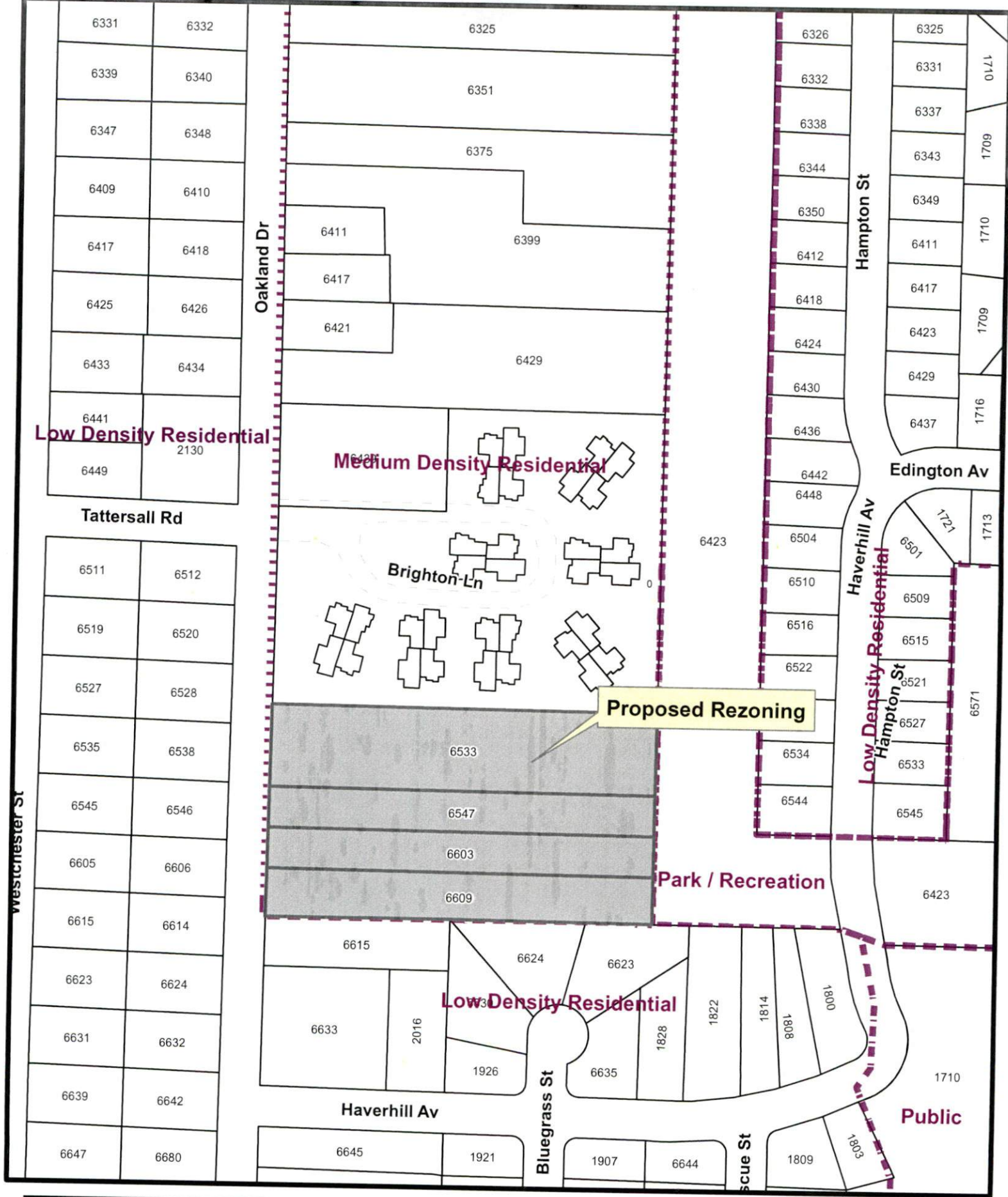
Zoning Boundary



Rezoning: 17/18 - 4

6533, 6547, 6603, 6609 Oakland Drive

1 inch = 250 feet



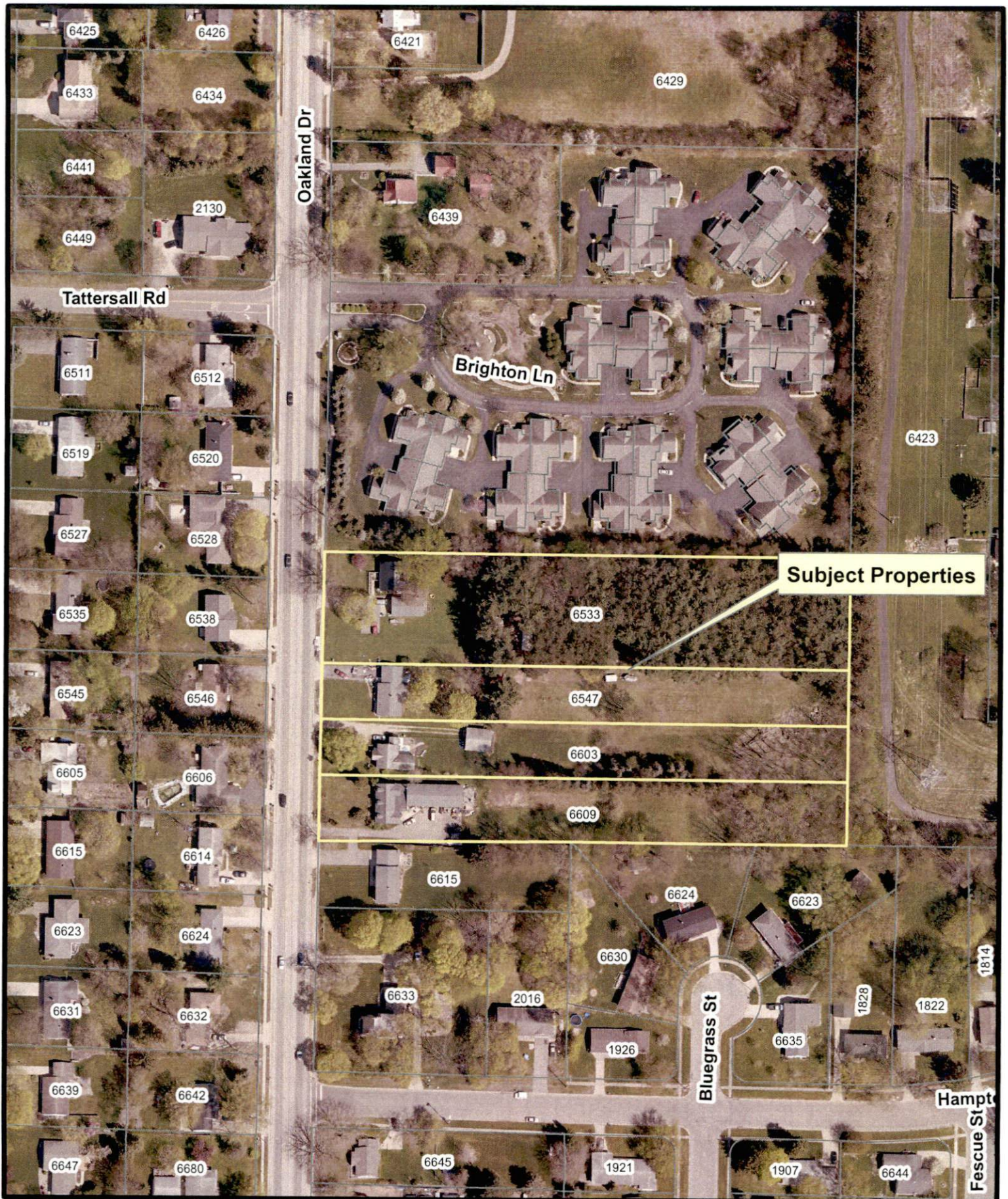
Legend

- Proposed Rezoning Area
- Future Land Use

Future Land Use Map 6533, 6547, 6603, 6609 Oakland Drive



1 inch = 200 feet
(114)



Rezoning: 17/18 - 4 Aerial
6533, 6547, 6603, 6609 Oakland Drive

 Parcel Boundary


1 inch = 150 feet

DEVELOPMENT GUIDELINES

Rezoning Application #17/18-4 (R-1T, Attached Residential)

Guideline	Description	Consistent	Comments
Rezoning Request – Z-1	Consistency with Future Land Use Plan	Yes	Future Land Use Map designates the subject properties and adjacent property to the north as appropriate for medium density residential land use. The Comprehensive Plan identifies the medium density residential category as a transition from detached to attached dwelling units including duplexes, attached residential condominiums and townhome developments with a development density between 4-8 units/acre. The proposed R-1T zoning district is consistent with these designations.
Residential – 2	Residential Development along Arterial Roadways	Yes	Subject parcel has public street frontage on Oakland Drive, a 3-lane minor arterial roadway, and access would be provided from Oakland Drive.
Residential – 3	Locational Criteria for Residential Uses	Yes	City of Portage Natural Resources Map does not identify any potential wetlands or floodplain encumbering the subject property.
Residential – 4	Compatibility with Adjacent Uses	Yes	Proposed R-1T zone is consistent and compatible with the surrounding land use/zoning pattern which includes the Village at Brighton Lane attached residential condominium development to the north.
Residential – 5	Open Space and Natural Resources Protection	Yes	A mature stand of pine trees are located along the northern portion of 6533 Oakland Drive. Preservation of these trees will be considered during the site plan stage of development.
Residential – 6	Street and Pedestrian Systems	Yes	Reviewed at site plan stage of development.
Natural & Historic Resources - 1	Environmental Protection	Yes	See Comment Residential – 3 (above)
Natural & Historic Resources – 2	Floodplain	Yes	Rezoning site is not situated within the 100-year floodplain.
Natural & Historic Resources – 3	Water Quality	Yes	Reviewed at site plan stage of development.
Natural & Historic Resources – 4	Noise	Yes	Reviewed at site plan stage of development.
Natural & Historic Resources – 5	Historic Resource Preservation	N/A	Rezoning site is not situated within a designated historic preservation area and does not contain any historic structures.
Natural & Historic Resources – 6	Open Space Protection	Yes	Reviewed at site plan stage of development.
Transportation – 1	Transportation Systems	Yes	See Comment: Residential – 2 (above). Reviewed at site plan stage of development
Transportation – 2	Street Design	Yes	Subject parcel has public street frontage on Oakland Drive and access would be provided from this minor arterial roadway. Oakland Drive is designated a 3-lane minor arterial road with an average daily traffic count of 15,223 vehicles per day (2016) and a capacity of 21,500 vehicles per day (level of service “D”). Anticipated traffic generation from an attached residential development can be accommodated by the adjacent roadway. Specific access design will be reviewed at the site plan stage of development.

Guideline	Description	Consistent	Comments
Transportation – 3	Access Management	Yes	See Transportation – 1 and Transportation – 2 above.
Transportation – 4	Non Motorized Travel	Yes	Reviewed at site plan stage of development.
Transportation – 5	Right-of-Way Preservation	Yes	Reviewed at site plan stage of development.
Transportation – 6	Parking	Yes	Reviewed at site plan stage of development.
Municipal Facilities & Services – 2	Sanitary Service	Yes	Sanitary sewer is available.
Municipal Facilities & Services – 3	Underground Utilities	Yes	Reviewed at site plan stage of development.

s:\commdev\2017-2018 department files\board files\planning commission\pc reports\development guideline tables\guideline table 17-18-4 (r-1t).doc

APPLICATION FOR ZONING AMENDMENT

Application number #17/18-4

Date April 2nd 2018

APPLICATION INFORMATION:

Meetings of the Portage Planning Commission are held on the first and third Thursday of each month at 7:00 p.m. in the Council Chambers of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. All zoning amendment applications must be properly filled out and submitted to the Department of Community Development and the zoning amendment fee paid at least 15 working days prior to the meeting at which the public hearing is held. The applicant will be notified in writing of all such public hearing/meetings.

For more detailed information about the zoning amendment process, please refer to Portage Land Development Regulations, Article 4, Division 2, Subdivision 2.

TO THE PLANNING COMMISSION:

I (WE), the undersigned, do hereby respectfully make application and petition the Portage Planning Commission to amend the Zoning Ordinance and/or change the Zoning Map as hereinafter requested. In support of this application, the following is submitted:

RECEIVED
APR 02 2018
COMMUNITY DEVELOPMENT

ZONING MAP AMENDMENT

1. a. Platted Land:

The property is part of the recorded plat: The property sought to be rezoned is located at _____ between _____ Street and _____ Street on the _____ side of the street, and is known as Lot Number(s) _____ of _____ Plat (Subdivision). It has a frontage of _____ feet and a depth of _____ feet.

b. Unplatted Land:

The property is in acreage, and is not therefore a part of a recorded plat. The property sought to be rezoned is located and described as follows: (Indicate total acreage and parcel number).

5.18 Acres
(1) 00008-330-0 (2) 00008-335-0
(3) 00008-340-0 (4) 00008-345-0

2. a. Do you own the property to be rezoned? Yes _____ No X

b. Name of the owner of the property to be rezoned: Shelley + Donny Partin, Ruth Hurd + Lori + Gerard Repotski

Address 6533, 6547, 6603 + 6609 Oakland Drive

3. My (our) interest in the property and purpose for submitting the proposed Zoning Amendment: _____

4. CURRENT ZONING: R-1B PROPOSED ZONING: R-1T

ZONING TEXT AMENDMENT

1. The proposed language to be considered is (attach additional sheets as necessary):

2. The Zoning Code Chapter and Section wherein the proposed text would be modified/inserted.

3. My (our) interest in and purpose for submitting the proposed Zoning Ordinance Amendment.

We attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment will advance the public health, safety and welfare. An assessment of the impact of the proposal on the community and property of other persons in the vicinity of the amendment or affected by the amendment is also attached.

<u>Scott Gignac</u>	<u>Scott Gignac</u>
(Signature of Applicant)	(Signature of Applicant)
<u>2015 W. Crosstown PKWY Kalamazoo, MI 49008</u>	<u>2015 W. Crosstown PKWY Kalamazoo, MI 49008</u>
(Address)	(Address)
<u>269-384-7777</u>	<u>269-384-7777</u>
(Phone)	(Phone)

A copy of all actions taken regarding this application shall be attached and shall be considered a part of this application.

Michael West

From: Scott Gignac <gignac@gmail.com>
Sent: Thursday, April 26, 2018 11:25 AM
To: Michael West
Subject: Details and Intention for Oakland Drive Rezoning

Hi Mike,

Below is the information you requested. Greg and I will plan to bring the drawings to the May 3rd meeting.

Scott Gignac is under contract to purchase 6533,6547,6603 and 6609 Oakland Drive.

His intent is to build twenty-eight (28) two, three and four unit condominiums on the property if rezoned to R1-T.

His goal is to keep as many trees on the land as possible and construct the buildings in keeping with the neighborhood.

Please confirm you received this email.

Thank you,

Scott Gignac
269-830-9476

Date: March 29th, 2018

Address: 6603 Oakland Drive Portage, MI 49024

Owner: Ruth Hurd

Buyer: Scott Gignac

The owner of 6603 Oakland Drive, gives Scott Gignac permission to submit a rezoning application to the City of Portage.


Ruth Hurd
6603 Oakland Drive Owner

3/30/18
DATE

Date: March 31st, 2018

Address: 6609 Oakland Drive Portage, MI 49024

Owner: Gerard and Lori Repotski

Buyer: Scott Gignac

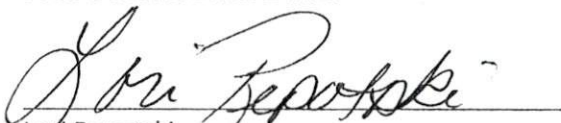
The owner of 6609 Oakland Drive, gives Scott Gignac permission to submit a rezoning application to the City of Portage.



Gerard Repotski
6609 Oakland Drive Owner



DATE



Lori Repotski
6609 Oakland Drive Owner



DATE

Date: March 29th, 2018

Address: 6547 Oakland Drive Portage, MI 49024

Owner: Shelly and Donny Partin

Buyer: Scott Gignac

The owner of 6547 Oakland Drive, gives Scott Gignac permission to submit a rezoning application to the City of Portage.


Shelly & Donny Partin
6547 Oakland Drive Owner

3-30-18
DATE

Date: March 29th, 2018

Address: 6533 Oakland Drive Portage, MI 49024

Owner: Shelley Partin

Buyer: Scott Gignac

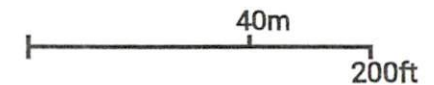
The owner of 6533 Oakland Drive, gives Scott Gignac permission to submit a rezoning application to the City of Portage.


Shelly Partin
6533 Oakland Drive Owner


DATE



03/30/2018 5:20 PM



powered by
FetchGIS 

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

6533 OAKLAND DR PORTAGE, MI 49024 (Property Address)

Parcel Number: 00008-330-O



Item 1 of 1

0 Images / 1 Sketch

Property Owner: PATIN, SHELLEY**Summary Information**

> Residential Building Summary

- Year Built: 1945
- Half Baths: 0
- Acres: 1.900
- Full Baths: 2
- Sq. Feet: 1,440

> 4 Building Department records found

> Assessed Value: \$62,400 | Taxable Value: \$62,400

> 1 Special Assessment found

> Property Tax information found

Owner and Taxpayer Information**Owner**PATIN, SHELLEY
6533 OAKLAND DR
PORTAGE, MI 49024**Taxpayer**

SEE OWNER INFORMATION

General Information for Tax Year 2018

Property Class	401 RESIDENTIAL IMPROVED	Unit	10 CITY OF PORTAGE
School District	PORTAGE	Assessed Value	\$62,400
SECTION	Not Available	Taxable Value	\$62,400
BOOK	Not Available	State Equalized Value	\$62,400
PROPERTY TYPE	Not Available	Date of Last Name Change	01/29/2018
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2018	0.0000 %	-
2017	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2017	\$57,200	\$57,200	\$42,803
2016	\$58,400	\$58,400	\$42,422
2015	\$54,300	\$54,300	\$42,296

Land Information

Zoning Code	R-1B	Total Acres	1.900
Land Value	\$28,313	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	NW RESIDENTIAL GRP 4	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	132.00 ft	627.00 ft
Total Frontage: 132.00 ft		Average Depth: 627.00 ft

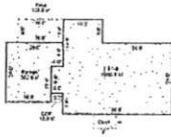
Legal Description

SEC 8-3-11 BEG IN CL OAKLAND DR AT A PT 2970 FT S OF N LI SEC 8 TH S ON SD CL 132 FT TH E 660 FT TH N 132 FT TH W 660 FT TO PL OF BEG 2 A

Sale History

6547 OAKLAND DR PORTAGE, MI 49024 (Property Address)

Parcel Number: 00008-335-0



Item 1 of 1

0 Images / 1 Sketch

Property Owner: PARTIN, DONNY & SHELLEY

Summary Information

- > Residential Building Summary
 - Year Built: 1956
 - Full Baths: 1
 - Half Baths: 0
 - Sq. Feet: 1,060
 - Acres: 0.950
- > Assessed Value: \$0 | Taxable Value: \$0
- > Property Tax Information found
- > 2 Building Department records found

Owner and Taxpayer Information

Owner PARTIN, DONNY & SHELLEY Taxpayer SEE OWNER INFORMATION
6547 OAKLAND DR
PORTAGE, MI 49024

General Information for Tax Year 2018

Property Class	401 RESIDENTIAL IMPROVED	Unit	10 CITY OF PORTAGE
School District	PORTAGE	Assessed Value	\$0
SECTION	Not Available	Taxable Value	\$0
BOOK	Not Available	State Equalized Value	\$0
PROPERTY TYPE	Not Available	Date of Last Name Change	03/26/2012
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	Veteran's Exemption

Principal Residence Exemption Information

Homestead Date 04/21/2006

Principal Residence Exemption	June 1st	Final
2018	100.0000 %	-
2017	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2017	\$46,500	\$46,500	\$43,875
2016	\$49,400	\$49,400	\$0
2015	\$45,900	\$45,900	\$0

Land Information

Zoning Code	R-1B	Total Acres	0.950
Land Value	\$16,500	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	NW RESIDENTIAL GRP 4	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	66.00 ft	627.00 ft
Total Frontage: 66.00 ft		Average Depth: 627.00 ft

Legal Description

SEC 8-3-11 BEG IN CTR LI OAKLAND DR AT A PT 3102 FT S OF N LI SD SEC CON TH S ON SD CTR LI 66 FT TH E 660 FT TH N 66 FT TH W 660 FT TO PL OF BEG 1 A

Sale History

6603 OAKLAND DR PORTAGE, MI 49024 (Property Address)

Parcel Number: 00008-340-0



Item 1 of 1

0 Images / 1 Sketch

Property Owner: HURD, RUTH**Summary Information**

- > Residential Building Summary
 - Year Built: 1947
 - Full Baths: 1
 - Half Baths: 0
 - Sq. Feet: 1,235
 - Acres: 0.950
- > Assessed Value: \$52,400 | Taxable Value: \$44,494
- > Property Tax Information found
- > 2 Building Department records found

Owner and Taxpayer Information

Owner	HURD, RUTH 6603 OAKLAND DR PORTAGE, MI 49024	Taxpayer	SEE OWNER INFORMATION
-------	--	----------	-----------------------

General Information for Tax Year 2018

Property Class	401 RESIDENTIAL IMPROVED	Unit	10 CITY OF PORTAGE
School District	PORTAGE	Assessed Value	\$52,400
SECTION	Not Available	Taxable Value	\$44,494
BOOK	Not Available	State Equalized Value	\$52,400
PROPERTY TYPE	Not Available	Date of Last Name Change	03/18/2003
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date: No Data to Display

Principal Residence Exemption	June 1st	Final
2018	100.0000 %	-
2017	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2017	\$47,800	\$47,800	\$43,579
2016	\$52,500	\$52,500	\$43,191
2015	\$48,600	\$48,600	\$43,062

Land Information

Zoning Code	R-1B	Total Acres	0.950
Land Value	\$16,500	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration	No Data to Display
ECF Neighborhood	NW RESIDENTIAL GRP 4	Date	Not Available
Lot Dimensions/Comments	No Data to Display	Mortgage Code	No Data to Display
		Neighborhood Enterprise	No
		Zone	

Lot(s)	Frontage	Depth
Lot 1	66.00 ft	627.00 ft
Total Frontage: 66.00 ft		Average Depth: 627.00 ft

Legal Description

SEC 8-3-11 BEG IN N&S 1/8 LI SE 1/4 SEC 8 AT PT 3168 FT S OF N LI TH E 660 FT TH S 66 FT TH W 660 FT TO N&S 1/8 LI TH N 66 FT TO PL OF BEG RES W 2 R FOR HWY 1 A

Sale History

6609 OAKLAND DR PORTAGE, MI 49024 (Property Address)

Parcel Number: 00008-345-0



Item 1 of 1

0 Images / 1 Sketch

Property Owner: REPOTSKI, GERALD & LORI TRUST

Summary Information

- > Residential Building Summary
 - Year Built: 1947
 - Full Baths: 2
 - Half Baths: 1
 - Sq. Feet: 2,700
 - Acres: 1.123
- > Assessed Value: \$95,400 | Taxable Value: \$59,899
- > Property Tax Information found
- > 1 Building Department records found

Owner and Taxpayer Information

Owner REPOTSKI, GERALD & LORI TRUST
6609 OAKLAND DR
PORTAGE, MI 49024

Taxpayer SEE OWNER INFORMATION

General Information for Tax Year 2018

Property Class	401 RESIDENTIAL IMPROVED	Unit	10 CITY OF PORTAGE
School District	PORTAGE	Assessed Value	\$95,400
SECTION	Not Available	Taxable Value	\$59,899
BOOK	Not Available	State Equalized Value	\$95,400
PROPERTY TYPE	Not Available	Date of Last Name Change	07/31/2008
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2018	100.0000 %	-
2017	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2017	\$86,700	\$86,700	\$58,667
2016	\$90,100	\$90,100	\$58,144
2015	\$82,600	\$82,600	\$57,971

Land Information

Zoning Code	R-1B	Total Acres	1.123
Land Value	\$19,500	Land Improvements	Not Available
Renaissance Zone	No	Renaissance Zone Expiration	No Data to Display
ECF Neighborhood	NW RESIDENTIAL GRP 4	Date	No Data to Display
Lot Dimensions/Comments	No Data to Display	Mortgage Code	No Data to Display
		Neighborhood Enterprise	No
		Zone	

Lot(s)	Frontage	Depth
Lot 1	78.00 ft	627.00 ft
Total Frontage: 78.00 ft		Average Depth: 627.00 ft

Legal Description

SEC 8-3-11 BEG IN N&S 1/8 LI OF SE1/4 SEC 8 AT PT 3234 FT S OF N LI SD SEC & RNG TH E PAR TO N LI SD SEC 660 FT TH S PAR TO SD 1/8 LI 78.05 FT TO A PT WHICH IS 660 FT S OF E&W1/4 LI SD SEC TH W PAR TO SD E&W1/4 LI 660 FT TO SD N&S 1/8 LI TH N THEREON 76.72 FT TO PL OF BEG RES W 2 R FOR HWY PURPOSES 1.17A

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF
PORTAGE, MICHIGAN BY AMENDING ARTICLE 4 OF CHAPTER 42,
LAND DEVELOPMENT REGULATIONS OF THE CODIFIED ORDINANCES
OF PORTAGE, MICHIGAN**

THE CITY OF PORTAGE ORDAINS:

That Article 4 (Zoning) of Chapter 42, of the Codified Ordinances of Portage, Michigan, Official Zoning Map, be amended as follows:

<u>Street Address</u>	<u>Parcel ID Numbers</u>
6533 Oakland Drive	00008-330-0
6547 Oakland Drive	00008-335-0
6603 Oakland Drive	00008-340-0
6609 Oakland Drive	00008-345-0

From R-1B, one family residential to R-1T, attached residential

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Patricia M. Randall, Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing Ordinance was adopted by the City of Portage on the _____ day of _____, 2018.

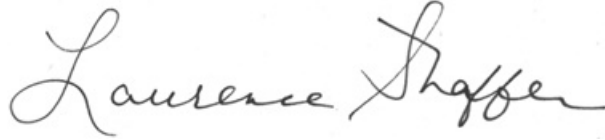
Adam Herringa, City Clerk

(App #18/19-3)

Approved as to Form:
Date: 4/23/2018
By: [Signature]
City Attorney

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Social Host Ordinance

SUPPORTING PERSONNEL: Adam Herringa, City Clerk
Nicholas Arnold, Director of Public Safety - Police / Fire Chief

ACTION RECOMMENDED: Adopt the proposed "Social Host Ordinance" which modifies Section 50-112, Disorderly Places, of Article 4, Chapter 50 of the City of Portage Code of Ordinances.

The concept of a "Social Host Ordinance" was first introduced as an idea during the 2016-2017 session of the Youth Advisory Committee (YAC). Discussion on the abuse of alcohol by youth in the community and steps that could be taken to address the problem. YAC members are involved in alcohol awareness campaigns with the Kalamazoo County Substance Abuse Task Force (KCSATF), but want to facilitate a bigger and more tangible measure. In particular, the YAC determined to focus on creation of an ordinance that would help curb dangerous alcohol consumption among minors in the community and hold those responsible for hosting situations that permitted or encouraged alcohol use and abuse by minors. The YAC took the first steps toward creating a Social Host Ordinance by meeting with Director of Public Safety Nicholas Arnold along with other representatives of the Department of Public Safety. Following favorable support from the Department of Public Safety, the YAC met with Assistant City Attorney Charles Bear to discuss drafting of the proposed ordinance. Rather than create an entire new ordinance, Attorney Bear recommended reviewing, updating and clarifying Chapter 50, Article 4, Section 50-112, Disorderly Places. After several revisions and subsequent review by the Department of Public Safety, the YAC voted unanimously on May 7, 2018, to request that City Council adopt the proposed ordinance.

Among teen substance abuse, alcohol remains the most prevalent in Kalamazoo County. According to the KCSATF 19.9% of high school students report using alcohol within the last 30 days compared to 16.6% for marijuana and 3.6% for tobacco. A Social Host Ordinance draws attention to alcohol use and abuse by students and those adults who encourage or permit alcohol use by minors. The Portage Department of Public Safety reports that officers are called in response to large social gatherings of minors at which alcohol is present several times per year. Passage of the Social Host Ordinance provides officers another tool with which to address underage drinking in the community and those who host the parties. With the addition of this tool for Public Safety and an annual awareness campaign to coincide with high school graduations (*Portager* articles, press releases and on-going KCSATF partnership) to accompany passage of the Social Host Ordinance, it is believed that the health and safety of minors in the community will be positively impacted. The image for the current alcohol awareness campaign of the KCSATF, "Don't Let Alcohol Take Control," was designed by a member of the YAC. Adam Herringa is currently the chairperson of the Kalamazoo County Substance Abuse Task Force.

The proposed Social Host Ordinance does not make it illegal to furnish alcohol to individuals under the age of 21. This is already illegal (though every state has certain exceptions). The ordinance does make it illegal to provide an environment where underage drinking by groups of minors takes place.

Portage, like other communities across the county, state and nation, is not immune to the health and safety problems associated with underage drinking. The most recent *Community Action Report* by the KCSATF provides the following sobering statistics about alcohol use in Kalamazoo County:

- 13.5 years old is the average age of first alcohol use by Kalamazoo County high school students
- 5% of middle school students report using alcohol within the last 30 days
- 19.9% of high school students report using alcohol within the last 30 days
- 36% of middle school students obtain alcohol because someone (non-family member) provided it
- 48% of high school students obtain alcohol because someone (non-family member) provided it
- Research shows that youth who start drinking before age 15 are four (4) times more likely to meet the criteria for alcohol dependence at some point in their life

Council approval of the social host ordinance will be a meaningful and significant step forward in preventing underage drinking, which will help promote safety and responsibility in Portage. The first reading of this proposed ordinance was completed at the June 26, 2018 regular Council meeting.

FUNDING: N/A

- Attachments:**
1. Social Gathering Ordinance REDLINE
 2. Social Gathering Ordinance FINAL

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING SECTION 50-112 OF ARTICLE 4,
OFFENSES AGAINST PUBLIC PEACE AND ORDER, OF CHAPTER 50, OFFENSES AND
MISCELLANEOUS PROVISIONS

THE CITY OF PORTAGE ORDAINS:

That Section 50-112, Disorderly Places Generally, of Article 4, Chapter 50 shall be amended as follows:

Sec. 50-112. – **Social gatherings.** ~~Disorderly places generally.~~

- (a) *Prohibited conduct.* **Except as permitted by state law, no person shall permit, allow, or host a party, gathering, or event at his or her place of residence or other private property, place, or premises under his or her control where three (3) or more other individuals, who are not members of the person's immediate family, are present and** ~~No person shall knowingly maintain a disorderly place or knowingly allow or permit any premises occupied or controlled by the person to become a disorderly place, when, during a social gathering of persons, any of the following activities occur:~~
- ~~(1) The possession or consumption of any alcoholic beverage or controlled substance by a minor;~~
 - ~~(2) The possession or consumption of any unlawful controlled substance by any person or the presence of any unlawful controlled substances or drug paraphernalia;~~
 - ~~(3) The creation of noise resulting from:~~
 - ~~a. Fighting, brawling or tumultuous behavior; or~~
 - ~~b. Yelling or shouting; or~~
 - ~~c. Depositing, throwing or placing trash, refuse or other material or in any manner littering on the property of another from the premises.~~
 - (3) Disturbing the peace pursuant to Section 50-116 of this code;**
 - (4) Depositing, throwing or placing trash, refuse or other material or in any manner littering on the property of another from the premises.**
- (b) *Presumption regarding consumption of alcoholic beverage by minor.* The presence of any alcoholic beverages or any empty glasses, cups, cans or other receptacles which had contained alcoholic beverages on the premises and close to any minor who has an odor of alcohol on his breath creates a rebuttable presumption that the minor was in possession of or consuming an alcoholic beverage for the purpose of this section. A preliminary breath analysis of any person located upon the premises is **admissible** ~~admissable~~ as evidence.
- ~~(c) *Liability for violation.* An owner, landlord or lessee of the premises who willfully permits a violation of this section but who is not present upon the premises when the offense occurs shall be guilty of a civil infraction and subject to a fine in an amount not to exceed \$500.00. A rebuttable presumption is created that an owner, landlord or lessee of the premises has willfully permitted a violation of this section under the following circumstances:~~
- ~~(1) An owner or lessee of the premises has received two notices within the prior two year period that a person left in possession of the premises by the owner or lessee has violated the provisions of this section.~~

~~(2) A landlord of the premises has received two notices within the prior two-year period that a lessee or landlord has violated the provisions of this section, and the landlord failed to commence and/or complete summary proceedings for eviction based on the prior violations of this section. The prohibitions of Section 50-112 (a) shall not apply to conduct involving the use of alcohol which occurs exclusively between a minor child and his or her parent or legal guardian; the use, consumption, or possession of a controlled substance by an individual pursuant to a lawful prescription; the medical use of marihuana by a registered qualifying patient or the possession of paraphernalia used by a registered qualifying patient in the medical use of marihuana pursuant to the Michigan Medical Marihuana Act, MCL 333.26421, et seq., or, to the use, consumption, or possession of an alcoholic beverage by a minor for religious purposes.~~

(d) *Liability of absent owner or landlord.* An owner, landlord or lessee of the premises who willfully permits a violation of this section but who is not present upon the premises when the offense occurs shall be guilty of a civil infraction and subject to a fine not to exceed \$500.00. A rebuttable presumption is created that an owner, landlord or lessee of the premises has willfully permitted a violation of this section under the following circumstances:

- (1) An owner or lessee of the premises has received two notices within the prior two-year period that a person left in possession of the premises by the owner or lessee has violated the provisions of this section.
- (2) A landlord of the premises has received two notices within the prior two-year period that a lessee or landlord has violated the provisions of this section, and the landlord failed to commence and/or complete summary proceedings for eviction based on the prior violations of this section.

~~*Payment for police services.* Any person who violates subsection (a) or (c) of this section, in addition to the penalties imposed under those subsections, shall be civilly liable to the city for the police services required to return the premises to order.~~

(e) *Definitions.* For purposes of this section:

Alcoholic Beverage means any beverage suitable for human consumption containing $\frac{1}{2}$ of 1% or more alcohol by volume.

Controlled Substance means any drug, substance, or immediate precursor as designated and listed in Schedules 1 through 5 of the Michigan Public Health Code, being Public Act 368 of 1978, as may from time to time be amended.

Disturbing the Peace means any or all of the following: a disturbance, fight or quarrel that causes or tends to cause a breach of the peace; any unusual or unnecessarily loud noise, shouting, or yelling such volume or of such nature as to cause annoyance to persons of ordinary sensibility, or otherwise disturb the public peace and quiet; or, the use of threatening, abusive, profane or indecent language likely to cause annoyance, disturbance or vexation to persons of ordinary sensibility, or likely to provoke another to fight.

Drug paraphernalia means equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating,

growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, concealing, containing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.

Immediate Family means the spouse, parent, legal guardian, child, or sibling of the owner, tenant, or occupant of the residence or premises, or other real property.

Person means any individual, association, partnership or corporation, and includes any officer, employee or representative of such individual, association, partnership or corporation.

Premises means a home, apartment, condominium, structure or other dwelling unit or meeting room or hall, whether occupied on a temporary basis or permanent basis, whether occupied as a dwelling or for a social function, including the yard or grounds of such premises.

Dated: _____

Patricia M. Randall, Mayor

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**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING SECTION 50-112 OF ARTICLE 4,
OFFENSES AGAINST PUBLIC PEACE AND ORDER, OF CHAPTER 50, OFFENSES AND
MISCELLANEOUS PROVISIONS**

THE CITY OF PORTAGE ORDAINS:

That Section 50-112, Disorderly Places Generally, of Article 4, Chapter 50 shall be amended as follows:

Sec. 50-112. - Social gatherings.

- (a) *Prohibited conduct.* Except as permitted by state law, no person shall permit, allow, or host a party, gathering, or event at his or her place of residence or other private property, place, or premises under his or her control where three (3) or more other individuals, who are not members of the person's immediate family, are present and any of the following activities occur:
 - (1) The possession or consumption of any alcoholic beverage or controlled substance by a minor;
 - (2) The possession or consumption of any unlawful controlled substance by any person or the presence of any unlawful controlled substances or drug paraphernalia;
 - (3) Disturbing the peace pursuant to Section 50-116 of this code;
 - (4) Depositing, throwing or placing trash, refuse or other material or in any manner littering on the property of another from the premises.
- (b) *Presumption regarding consumption of alcoholic beverage by minor.* The presence of any alcoholic beverages or any empty glasses, cups, cans or other receptacles which had contained alcoholic beverages on the premises and close to any minor who has an odor of alcohol on his breath creates a rebuttable presumption that the minor was in possession of or consuming an alcoholic beverage for the purpose of this section. A preliminary breath analysis of any person located upon the premises is admissible as evidence.
- (c) *Penalties for violation.* A violation of this section shall constitute a misdemeanor punishable by a fine of \$500.00 or by imprisonment for a period of not to exceed 90 days, or by both fine and imprisonment. The prohibitions of Section 50-112 (a) shall not apply to conduct involving the use of alcohol which occurs exclusively between a minor child and his or her parent or legal guardian; the use, consumption, or possession of a controlled substance by an individual pursuant to a lawful prescription; the medical use of marihuana by a registered qualifying patient or the possession of paraphernalia used by a registered qualifying patient in the medical use of marihuana pursuant to the Michigan Medical Marihuana Act, MCL 333.26421, *et seq.*, or, to the use, consumption, or possession of an alcoholic beverage by a minor for religious purposes.
- (d) *Liability of absent owner or landlord.* An owner, landlord or lessee of the premises who willfully permits a violation of this section but who is not present upon the premises when the offense occurs shall be guilty of a civil infraction and subject to a fine not to exceed \$500.00. A rebuttable presumption is created that an owner, landlord or lessee of the premises has willfully permitted a violation of this section under the following circumstances:

- (1) An owner or lessee of the premises has received two notices within the prior two-year period that a person left in possession of the premises by the owner or lessee has violated the provisions of this section.
- (2) A landlord of the premises has received two notices within the prior two-year period that a lessee or landlord has violated the provisions of this section, and the landlord failed to commence and/or complete summary proceedings for eviction based on the prior violations of this section.

(e) *Definitions.* For purposes of this section:

Alcoholic Beverage means any beverage suitable for human consumption containing $\frac{1}{2}$ of 1% or more alcohol by volume.

Controlled Substance means any drug, substance, or immediate precursor as designated and listed in Schedules 1 through 5 of the Michigan Public Health Code, being Public Act 368 of 1978, as may from time to time be amended.

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Drug paraphernalia means equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, concealing, containing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.

Immediate Family means the spouse, parent, legal guardian, child, or sibling of the owner, tenant, or occupant of the residence or premises, or other real property.

Person means any individual, association, partnership or corporation, and includes any officer, employee or representative of such individual, association, partnership or corporation.

Premises means a home, apartment, condominium, structure or other dwelling unit or meeting room or hall, whether occupied on a temporary basis or permanent basis, whether occupied as a dwelling or for a social function, including the yard or grounds of such premises.

Dated: _____

Patricia M. Randall, Mayor

FIRST READING:

SECOND READING: .

ORDINANCE #:

EFFECTIVE DATE:

CERTIFICATION

I, Adam Herringa, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 2018.

Adam Herringa, City Clerk

PREPARED BY:
Charles R. Bear (P34107)
Portage Assistant City Attorney
1662 East Centre Avenue
Portage, MI 49002
(269) 323-8812

Approved as to Form:

Date: 6/21/2018

City Attorney

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