

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. In Celebration of Portage Public Schools

A. Consent Agenda: (To hear about items included on the Consent Agenda, visit: www.portagemi.gov/544/Podcasts)

1. Approval of City Council Meeting Minutes.
 - a. Pre-Council Meeting of February 25, 2019.
2. Approval of the Accounts Payable Register of February 26, 2019 as presented.
3. Establish April 16 and April 30, 2019, from 5:00 to 8:30 p.m. as the dates for review of the proposed Fiscal Year 2019-2020 Budget.
4. Approve the Final Plat for Oakland Farms No. 2, 9810 Oakland Drive with the condition that street trees be installed, public sidewalks and the walkway to the State Game Area be constructed, and the public streets be milled and resurfaced by September 2020.
5. Approve the Small Cell Distributed Antenna System License Agreement between the City of Portage and New Cingular Wireless, PCS, L.L.C. (AT&T), and authorize the City Manager to execute all documents related to this action on behalf of the city.
6. Approve Contract #19-5031 between the Michigan Department of Transportation and the City of Portage for reconstruction of Romence Road from Oakland Drive to Constitution Boulevard and adopt a Resolution authorizing the City Manager to sign all documents related to the project on behalf of the city.
7. Award a construction contract to Valley City Sign Company of Comstock Park, Michigan, in the amount of \$141,060 for removal and replacement of 30 City of Portage building identification, park identification and wayfinding signs at various locations throughout the city, and authorize the City Manager to sign all documents related to the contract on behalf of the city.
8. Minutes of Boards & Commissions:
 - a. Youth Advisory Committee of January 7, 2019.
9. Materials Transmitted.

B. Petitions and Statements of Citizens:

1. Comments from students regarding the Mayor and City Council for the Day program.

C. Communications:

1. Calendar of Meetings:

- Austin Lake Governmental Lake Board, Wednesday, February 27, 2019 at 9:00 a.m. in City Hall Room #1.
- Historic District Commission, Wednesday, March 6, 2019 at 8:15 a.m. in City Hall Room #2.
- Park Board, Wednesday, March 6, 2019 at 6:30 p.m. at Stuart Manor - Celery Flats Historical Park.
- Human Services Board, Thursday, March 7, 2019 at 6:30 p.m. in City Hall Room #1.
- Planning Commission, Thursday, March 7, 2019 at 7:00 p.m. in Council Chambers.
- Zoning Board of Appeals, Monday, March 11, 2019 at 7:00 p.m. in Council Chambers.
- Board of Review, Monday, March 11, 2019 at 9:00 a.m. (organizational meeting), Tuesday, March 12 & Wednesday, March 13 at 12:00 p.m., and Thursday, March 14 at 9:00 a.m. in City Hall Room #1.

D. Public Hearings:

E. Regular Business Agenda:

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.



CITY OF PORTAGE PROCLAMATION

In Celebration of Portage Public Schools

- WHEREAS,** the Portage Public Schools educates 8,700 students throughout its eight elementary, three middle and three high schools; and
- WHEREAS,** the Portage Public Schools are fortunate to have a talented and committed faculty, 72% of whom have advanced degrees; and
- WHEREAS,** students and graduates of Portage Public Schools achieve great success in many fields, making lasting contributions in business, community development and athletics; and
- WHEREAS,** Portage Public Schools is the first area school system to offer online education, parent internet viewing and campus wide wireless internet access; and
- WHEREAS,** Portage Public Schools participates in the Education for Employment and Education for the Arts programs, affording Portage students education focused upon business, the arts, and technology; and
- WHEREAS,** Portage Public Schools offer an Early Middle College curriculum, in partnership with Kalamazoo Valley Community College; and
- WHEREAS,** Portage Public Schools is generally recognized as a high quality educational institution affording its students with great opportunities to achieve in academic, athletics and the arts;

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, on behalf of the City of Portage do hereby declare February 26, 2019 to be Portage Public Schools Celebration Day in the City of Portage; and

BE IT FURTHER RESOLVED THAT that in recognition of such declaration, the City of Portage commends Portage Public Schools, and acknowledges its fantastic contributions to the quality of life for the Portage Community. The Portage Public Schools core excellence in providing quality education speaks to the very heart and soul of the citizens of a grateful community.

Signed this 26th day of February, 2019

Patricia M. Randall, Mayor

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF FEBRUARY 25, 2019**

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 City Manager Laurence Shaffer, Deputy City Manager Rob Boulis and Deputy City Clerk Erica Eklov.

Mayor Randall opened the meeting and noted that the invocation for the February 26th Regular Meeting Agenda will focus on education with the Mayor and Council for a Day students reading. She further relayed that the visiting Boy Scout troop will be reciting the Pledge of Allegiance, Roll Call will include both the regular Council and the student Mayor and a proclamation will also be read by the students. Mayor Randall anticipated Tuesday's events to be quite busy due to the presence of multiple youth groups, in tandem with the dual Council meeting sessions scheduled. Mayor Randall then inquired if there were any questions or concerns regarding items on the proposed February 26th Regular Meeting Agenda.

With regard to Item A.2, Accounts Payable Register, Mayor Pro Tem Pearson inquired as to a \$62,888.07 payment made to Macy's Inc. for a Michigan Tax Tribunal (MTT) Appeal refund and questioned whether Council would receive the regular reports from the City Administration detailing MTT settlement information. City Manager Shaffer stated that he would provide the details of the settlement to Council.

With regard to Item A.3, Proposed Budget Review Sessions, Councilmember Knapp inquired whether the FY 2019-2020 Proposed Budget would be made available for the public to view ahead of the Council reviews. City Manager Shaffer relayed that the proposed budget will be posted online for public viewing. Councilmember Knapp further asked that the City Administration also publish a concise summary or overview detailing the FY 2019-2020 Proposed Budget highlights to increase public understanding of the budget document. City Manager Shaffer stated that he would do so. Mayor Pro Tem Pearson reviewed the Council Budget Session schedules and inquired if the Council were to complete its review of the proposed budget during the April 16th session, could the follow-up discussion and questions slated for the April 30th session instead be paired with a regular Council meeting. Mayor Randall agreed to keep the idea in mind, pending the outcome of the April 16th session.

With regard to Item A.5, Small Cell Distributed Antenna System Agreement, Councilmember Reid inquired why the city was pursuing an individual agreement with AT&T at this time in light of recent state legislation passed regarding regulation of small cell antenna networks to take effect in March 2019. City Manager Shaffer relayed that both representatives from AT&T and the city have concerns that the new law will face legal challenges due to potential constitutional issues, which may tie up the legislation for a time. He noted that the individual agreement before Council allows AT&T to secure desired arrangements with the city now. Councilmember Reid further inquired how obtaining the terms between AT&T and the city right now benefits the city. City Manager Shaffer provided that the city was able to

personally negotiate this particular agreement to its satisfaction with terms the city was willing to accept, before implementation of the statute.

With regard to A.7, City Sign Contract with Valley City Signs, Mayor Randall inquired whether this contract signaled completion of the city sign update project. City Manager Shaffer provided that one additional phase of the project was left to complete. Deputy City Manager Boulis further relayed that small directional signs in the city parks were still due to be updated. Mayor Pro Tem Pearson inquired about potential installation of a digital marquee sign for the City Centre corner based on prior discussions and whether this was still planned. City Manager Shaffer replied that a digital sign was not anticipated. Mayor Randall asked that the city consider donating the old City Hall sign to a local museum or similar institution for historical purposes. Councilmember Reid inquired whether the lighting proposed for the new signage would be directionally fixed to avoid potential vandalism similar to a prior incident with a city sign on Romence Road. City Manager Shaffer responded that the City Administration would review that aspect and take appropriate measures to ensure tampering with the lighting would not be possible.

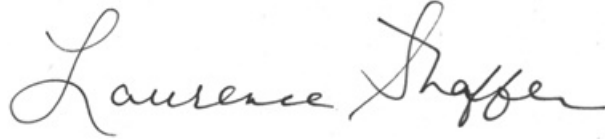
With regard to the student Mayor and Council for a Day event, Mayor Randall asked that the student members elected to the Council for the evening meeting be requested to prepare their statements in writing prior to the meeting to avoid repeated sentiments. Deputy City Clerk Eklov confirmed the students will be advised.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:14 a.m.

Erica L. Eklov, Deputy 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 Accounts Payable Register of February 26, 2019 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house (ACH) payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period February 3, 2019 through February 17, 2019 and notes \$232,539.11 in ACH payments, \$683,713.37 in paper checks, and \$126,852.19 in auto-pay payments for a grand total of \$1,043,104.67.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of 2-26-2019

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
02/04/2019	10353(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	6,037.00
02/04/2019	10354(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING SERVICES	97.95
02/04/2019	10355(A)	FARO TECHNOLOGIES, INC.	ANNUAL WARRANTY & MAINT	6,380.00
02/04/2019	10356(A)	GREATER KALAMAZOO UNITED WAY	UNITED WAY CONTRIBS JAN	640.00
02/04/2019	10357(A)	HESS, DERECK	INVESTIGATIVE TECHNIQUES	135.00
02/04/2019	10358(A)	LEXISNEXIS RISK SOLUTIONS	MONTHLY ACCURINT	150.00
02/04/2019	10359(A)	MANEY II, JOHN RAYMOND	REPORT WRITING & DOC	45.00
02/04/2019	10360(A)	NYE UNIFORMS	FIRE UNIFORMS	135.00
02/04/2019	10361(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEES	9,660.77
02/04/2019	10362(A)	PATTERSON, TREVER	INVESTIGATIVE TECHNIQUES	135.00
02/04/2019	10363(A)	PORTAGE FIREFIGHTERS	IAFF UNION DUES FOR JAN	2,790.00
02/04/2019	10364(A)	PORTAGE ON-CALL FIREFIGHTERS	ONCALL FF UNION DUES	50.00
02/04/2019	10365(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA DUES FOR JANUARY	861.00
02/04/2019	10366(A)	PREMIER SAFETY	FIRE SCBA MAINT	600.00
02/04/2019	10367(A)	PRINTING SERVICES INC	FEB POSTER PRINTING	48.36
02/04/2019	10368(A)	RIDGE AUTO NAPA	MAINTENANCE SUPPLIES	453.08
02/04/2019	10370(A)	TACKETT, ANDREA	BACKGROUND INVESTIGATION	90.00
02/04/2019	10371(A)	TRUCK & TRAILER SPECIALTIES	MAINTENANCE SUPPLIES	248.03
02/04/2019	10372(A)	UNIFIRST CORPORATION	CARPET RUNNER RENTAL	80.38
02/04/2019	10373(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW DUES FOR JANUARY	625.69
02/04/2019	10374(A)	WINGFOOT COMMERCIAL TIRE	FIRE APPARATUS MAINT	55.97
02/08/2019	10375(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	500.00
02/08/2019	10376(A)	AIRGAS GREAT LAKES	SHOP MAINTENANCE	150.23
02/08/2019	10377(A)	AMERICAN SAFETY & FIRST AID	SAFETY AND FIRST AID	51.70
02/08/2019	10378(A)	APOLLO FIRE APPARATUS REPAIR	FIRE APPARATUS MAINT	194.19
02/08/2019	10379(A)	BATTERIES PLUS	MISC BATTERIES	148.93
02/08/2019	10380(A)	BEST WAY DISPOSAL, INC.	18/19 CURBSIDE RECYCLING	50,219.52
02/08/2019	10381(A)	BLUESTONE PSYCH	PSYCH EVAL	465.00
02/08/2019	10382(A)	BYHOLT INC.	2NS SAND DELIVERY	1,458.90
02/08/2019	10383(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,792.85
02/08/2019	10384(A)	CAPITAL ADVANTAGE LEASING	EQUIPMENT LEASE	17,824.10
02/08/2019	10385(A)	CHARTER COMMUNICATIONS	CABLE TV	571.23

02/08/2019	10386(A)	CLEANIT CORP	CARWASHES	115.99
02/08/2019	10387(A)	DATA CONSTRUCTS LLC	WEBSITE HOSTING SERV	97.95
02/08/2019	10388(A)	DEER CONTRACTING & LANDSCAPE	SIDEWALK REPAIRS	3,110.00
02/08/2019	10389(A)	ENGINEERED PROTECTION SYSTEMS, INC.	REPAIR FURNACE	3,341.82
02/08/2019	10390(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	SPECIALTY TRAILER	2,580.00
02/08/2019	10391(A)	FARM N GARDEN	DPS MAINTENANCE	974.00
02/08/2019	10392(A)	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	1,136.60
02/08/2019	10393(A)	FIRE SERVICE MANAGEMENT	FIRE PPE CLEANING	3,564.51
02/08/2019	10394(A)	GORDON WATER SYSTEMS	WATER SERVICE	99.35
02/08/2019	10395(A)	GRAHAM FORESTRY SERVICE, INC.	CONSULTANT FORESTRY	768.00
02/08/2019	10396(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL - GLWTP	212.00
02/08/2019	10397(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	8,757.91
02/08/2019	10398(A)	HOWARD PRINTING	PORTAGER	2,844.00
02/08/2019	10399(A)	HURLEY & STEWART, LLC	ENGINEERING SERVICES	2,386.27
02/08/2019	10400(A)	INDUSCO SUPPLY CO., INC.	BUILDING MAINTENANCE	690.81
02/08/2019	10401(A)	J-AD GRAPHICS, INC	NEWSLETTER PRODUCTION	2,152.00
02/08/2019	10402(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOM RENT	350.00
02/08/2019	10403(A)	KEHOE, EDWARD J	PROGRAM INSTRUCTOR	320.00
02/08/2019	10404(A)	KENDALL ELECTRIC, INC.	NETWORK CABLES -TS	80.86
02/08/2019	10405(A)	LENDING HANDS OF MICHIGAN, INC.	HUMAN SERVICES	1,500.00
02/08/2019	10406(A)	MARANA GROUP	METER PLUS MONTHLY SERV	273.00
02/08/2019	10407(A)	MATERIALS RESOURCES	HI-VIS T-SHIRTS - PARKS	954.00
02/08/2019	10408(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	134.21
02/08/2019	10409(A)	NORMAN CAMERA CO.	BATTERY PACK/CHARGER	197.95
02/08/2019	10410(A)	NYE UNIFORMS	MISC UNIFORMS	197.50
02/08/2019	10411(A)	OFF THE CUFF CATERING	YAC SNOW PARTY EVENT	148.44
02/08/2019	10412(A)	ONE WAY PRODUCTS	CARWASH DEGREASER	399.50
02/08/2019	10413(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEES	11,926.54
02/08/2019	10414(A)	PECKELS, CHRISTINE	PROGRAM INSTRUCTOR	180.00
02/08/2019	10415(A)	PEOPLEFACTS, LLC	EMPLOYEE BACKGROUND	16.67
02/08/2019	10416(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	926.55
02/08/2019	10417(A)	PETERS CONSTRUCTION CO.	SEWER LEAD REPAIR	6,805.00
02/08/2019	10418(A)	PREIN & NEWHOF	ENGINEERING SERVICES	3,300.00
02/08/2019	10419(A)	PRINTING SERVICES INC	SINTRA POSTERS	651.00

02/08/2019	10420(A)	R W LAPINE INC.	SHOP MAINTENANCE SERVICES	10,380.53
02/08/2019	10421(A)	RIDDERMAN & SONS OIL CO. INC.	DIESEL FUEL	18,933.75
02/08/2019	10422(A)	S B F ENTERPRISES, INC.	#9 ENVELOPES FOR UTIL BILLS	3,623.32
02/08/2019	10423(A)	SEVERANCE ELECTRIC COMPANY, INC.	CAMERA REPAIR	11,285.61
02/08/2019	10424(A)	SIMPLIFILE LLC	RECORDING OF DOCUMENT	33.00
02/08/2019	10425(A)	SNELL, DEBRA	PROGRAM INSTRUCTOR	72.00
02/08/2019	10426(A)	UNIFIRST CORPORATION	CARPET RUNNER RENTAL	87.18
02/08/2019	10427(A)	UNITED PETROLEUM	FUEL PUMP MAINT	750.37
02/08/2019	10428(A)	WIGHTMAN	ENGINEERING SERVICES	9,529.60
02/08/2019	10429(A)	WOLVERINE LAWN SERVICE, INC.	SNOW PLOWING	206.00
02/08/2019	10430(A)	WOLVERINE POWER SYSTEMS	GENERATOR MAINT	350.00
02/15/2019	10431(A)	ABONMARCHE CONSULTANTS, INC.	LEXINGTON TOPO SURVEY	1,700.00
02/15/2019	10432(A)	CHARTER COMMUNICATIONS	CABLE TV	103.51
02/15/2019	10433(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ID BADGE PRINTER RIBBON	99.84
02/15/2019	10434(A)	KUSHNER & COMPANY, INC.	COBRA & FSA	312.73
02/15/2019	10435(A)	ONSTAFF USA INC	TEMPORARY EMPLOYEES	10,184.36
			Total ACH Transaction:	232,539.11

Check Type: Paper Check

02/04/2019	308795	A T & T	TELEPHONE SERVICE	390.96
02/04/2019	308796	A T & T LONG DISTANCE	TELEPHONE SERVICE	91.43
02/04/2019	308797	ABBIE JOHNSON	SKATING LESSON REFUND	11.00
02/04/2019	308798	AEG DEVELOPMENT	OVERPAYMENT STAX	5.64
02/04/2019	308799	ALLEGRA PRINT & IMAGING	BUSINESS CARDS	39.00
02/04/2019	308800	ARROWHEAD SCIENTIFIC, INC.	LAB SUPPLIES	376.00
02/04/2019	308801	ASCENSION MICH OCCUPATIONAL HEALTH	POST OFFER PHYSICALS	491.00
02/04/2019	308802	BEV RINDLER	COOKING CLASS REFUND	25.00
02/04/2019	308803	BINDER PARK ZOOLOGICAL SOCIETY, INC	FEBRUARY BINDER PARK	200.00
02/04/2019	308804	BORGESS MEDICAL CENTER	PHYSICAL EXAMS	572.00
02/04/2019	308805	CARY INTINDOLA	COOKING CLASS REFUND	25.00
02/04/2019	308806	CELL PHONE REPAIR	FIRE TECH SUPPLIES	109.99
02/04/2019	308807	CINTAS CORP.	UNIFORM RENTAL SERV	154.78
02/04/2019	308808	CONSUMERS ENERGY	POLE ATTACHMENTS	259.88

02/04/2019	308809	CYNTHIA KALSIC	COOKING CLASS REFUND	25.00
02/04/2019	308810	ELVIRA MARFIL	SKATING LESSON REFUND	11.00
02/04/2019	308811	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	459.17
02/04/2019	308812	FRIENDS OF PORTAGE SENIOR CENTER	REIMBURSEMENT FOR DONATN	1,500.00
02/04/2019	308813	GORDON FOOD SERVICE	MPIR CONCESSIONS	166.96
02/04/2019	308814	GREATER KALAMAZOO FOP LODGE 98	PPCOA DUES FOR JAN	4,201.38
02/04/2019	308815	HALT FIRE, INC.	FIRE APPARATUS MAINT	1,310.55
02/04/2019	308816	HELEN COLEMAN	SKATING LESSON REFUND	11.00
02/04/2019	308817	HOME DEPOT	MAINTENANCE SUPPLIES	1,033.41
02/04/2019	308818	IMAGESTREAM, INC.	PRO CABLECAST & VIDEO	22,571.00
02/04/2019	308819	KALAMAZOO COUNTY TREASURER	OAKBROOK MOBILE HOME TAX	645.00
02/04/2019	308820	KALAMAZOO SPORTSWEAR	SWEATSHIRTS & SCREEN	96.00
02/04/2019	308821	KALAMAZOO VALLEY COMMUNITY COL	FIRE OPS TRAINING	240.00
02/04/2019	308822	KEANE, MARY ANN	TRIP REFUND 190424	93.00
02/04/2019	308823	KIESER & ASSOCIATES, LLC	WETLAND DELINEATION PROPOS	2,562.50
02/04/2019	308824	KZOO TIRE COMPANY	TIRES AND TIRE REPAIR	880.30
02/04/2019	308825	MARY ORT	SKATING LESSON REFUND	22.00
02/04/2019	308826	MICHIGAN ASSOC. OF PLANNING	WORKSHOP TRAINING	395.00
02/04/2019	308827	MIGALA CARPET ONE, INC.	REPLC CARPETING	3,686.55
02/04/2019	308828	OFFICE DEPOT, INC.	ENVELOPE/E3	32.94
02/04/2019	308829	PORTAGE PUBLIC SCHOOLS	DECEMBER BOARD OF REVIEW	142.20
02/04/2019	308830	RATHCO SAFETY SUPPLY, INC.	SIGNS AND SIGN MATERIALS	712.90
02/04/2019	308831	SANDRA MERTZ	SKATING LESSON REFUND	11.00
02/04/2019	308832	SUEZ WATER ENVIRONMENTAL SERVICES	WATER METERS	1,733.40
02/04/2019	308833	SUSAN BENTON	COOKING CLASS REFUND	25.00
02/04/2019	308834	SWANK MOTION PICTURES, INC.	MOVIE RENTALS 2019	1,615.00
02/04/2019	308835	TRACTOR SUPPLY CORP.	PROPANE TANKS	55.61
02/04/2019	308836	ULINE, INC.	MISC PROPERTY & EVIDENCE	322.45
02/04/2019	308837	VARNUM, RIDDERING, SCHMIDT & H	ZONE PLANNING	1,000.00
02/08/2019	308838	A S C A P	MUSIC LICENSING - PARKS	357.00
02/08/2019	308839	ALLEGRA PRINT & IMAGING	VEHICLE INSPECTION FORMS	242.00
02/08/2019	308840	AMERICAN PUBLIC WORKS ASSOC	APWA MEMBERSHIPS 2019	2,244.00
02/08/2019	308841	ASCENSION MICH OCCUPATIONAL HEALTH	2018-2019 DOT PHYSICALS	70.00
02/08/2019	308842	AUTOBODY USA - SOUTHSIDE	POLICE VEHICLE REPAIR	395.00

02/08/2019	308843	BROADCAST MUSIC, INC.	MUSIC LICENSING - PARKS	349.00
02/08/2019	308844	C T ELECTRICAL SERVICES, INC.	ELECTRICAL SERVICES	14,545.00
02/08/2019	308845	CAMPBELL AUTO SUPPLY	MISC AUTO SUPPLIES	72.40
02/08/2019	308846	CARLY HOLMES	REFUND FOR SKATING LESSON	11.00
02/08/2019	308847	CASSANDRA MICKEL	DEPOSIT REFUND	150.00
02/08/2019	308848	CATHOLIC FAMILY SERVICES	ARK SHELTER CARE/CRISIS	7,500.00
02/08/2019	308849	CENTRAL TILE & TERRAZZO CO.	WALL TILE INSTALLATION	8,175.00
02/08/2019	308850	CINTAS CORP.	UNIFORM RENTAL SERVICES	503.96
02/08/2019	308851	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	235,633.03
02/08/2019	308852	COCHRAN GLASS AND DOOR, LLC	DOOR REPAIR	145.00
02/08/2019	308853	COSTAR REALTY INFORMATION, INC.	REALTY INFORMATION	336.28
02/08/2019	308854	D L GALLIVAN INC.	COPY MACHINE USAGE	150.48
02/08/2019	308855	DATA STRATEGY LLC	CISCO REFRESH	937.75
02/08/2019	308856	DEVON TITLE AGENCY	TITLE WORK	4,623.00
02/08/2019	308858	ED & TED'S EXCELLENT ADVENTURES	SENIOR TRIPS, 190221 FLA GULF	42,544.00
02/08/2019	308859	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	330.74
02/08/2019	308860	FAIR HOUSING CENTER OF SW MICHIGAN	FAIR HOUSING CENTER	1,000.00
02/08/2019	308861	FAWLEY OVERHEAD DOOR, INC.	FIRE FACILITY MAINT	238.00
02/08/2019	308862	IORE, KATIE	SKATING INSTRUCTOR	50.00
02/08/2019	308863	IORE, KATIE	SKATING LESSONS	50.00
02/08/2019	308864	GORDON LUNT	SKI LESSON REFUND	65.00
02/08/2019	308865	GRAYBAR ELECTRIC CO.	MAINTENANCE SUPPLIES	45.36
02/08/2019	308866	GREENSPIRE EQUITY V, LLC	BD Bond Refund	4,000.00
02/08/2019	308867	HOME DEPOT	HARDWARE NEEDS	169.38
02/08/2019	308868	HOUSING RESOURCES, INC.	HOUSING, HOMELESS PREVENT	13,500.00
02/08/2019	308869	INT'L ASSOC CHIEFS OF POLICE	IACP MEMBERSHIP DUES	190.00
02/08/2019	308870	INT'L FOUNDATION EMP BENEFIT PLANS	SELF STUDY CEBS CLASS	1,006.50
02/08/2019	308871	KAL COUNTY FIRE CHIEFS ASSOC.	FIRE OPS TRAINING	75.00
02/08/2019	308872	KALAMAZOO CONSERVATION SERVICE	SEEDLINGS - YAC EARTH DAY	580.00
02/08/2019	308873	KALAMAZOO COUNTY TREASURER	2019 DOG LICENSE PMT	1,645.00
02/08/2019	308874	KALAMAZOO LITERACY COUNCIL	LITERACY SERVICES	1,000.00
02/08/2019	308875	KALAMAZOO OIL COMPANY	FUEL FOR SMALL ENGINES	12.73
02/08/2019	308876	KIM CRITZ	ELIJAH ROOT DESIGN	440.00
02/08/2019	308877	KZOO TIRE COMPANY	TIRE REPAIRS	18.50

02/08/2019	308878	LAURENCE SHAFFER	LUNCH FOR 12HR PLOW DRVRS	400.36
02/08/2019	308879	LINDSEY CAPRATHE	REFUND SKATING LESSON	11.00
02/08/2019	308880	LOPEZ, LISA & RICO	RENTAL DEPOSIT REFUND	100.00
02/08/2019	308881	LOUISE JAVERY	REFUND FOR CANCELLED	11.00
02/08/2019	308882	MATTHEW ERVIN	VALENTINES SKATE DJ	350.00
02/08/2019	308883	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	365.00
02/08/2019	308884	MEDULLARY STUDIOS	DISPLAY TABLE	670.00
02/08/2019	308885	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR	2,460.86
02/08/2019	308887	MICRO FOCUS SOFTWARE INC.	SECURE MESSAGING GATEWAY	2,149.81
02/08/2019	308888	MILLER, CANFIELD, PADDOCK & STONE	AUSTIN LAKE TRAIL LEGAL	675.00
02/08/2019	308889	MILLER, GENE & ZOE	TRIP REFUND 190513	100.00
02/08/2019	308890	MMRMA	TACTICAL ENCOUNTERS	470.00
02/08/2019	308891	MONIFA A. JUMANNE, PH.D.	CONSULTING SERVICES	1,200.00
02/08/2019	308892	NAPIER, PEGGY	EVENT REIMB 2019	163.55
02/08/2019	308893	NICHOLE WEBB	REFUND SKATING LESSONS	11.00
02/08/2019	308894	NICOLE NAJAR	VALENTINES SKATE REFUND	20.00
02/08/2019	308895	OFFICE DEPOT, INC.	OFFICE SUPPLIES	845.06
02/08/2019	308897	ORBIS ENVIRONMENTAL CONSULTING	MILL	642.00
02/08/2019	308898	PAPER CENTRAL	COPY PAPER	1,191.00
02/08/2019	308899	PETTY CASH-JANET GATES	PETTY CASH REIMB. -	378.39
02/08/2019	308900	PORTAGE GLASS & MIRROR	ELIJAHROOT GLASS	84.00
02/08/2019	308901	RANDALL SCHAU	PROGRAM INSTRUCTOR	75.00
02/08/2019	308902	RATHCO SAFETY SUPPLY, INC.	FIRE FACILITY MAINT.	201.00
02/08/2019	308903	RIVERSIDE INTEGRATED SYSTEMS, INC.	ANNUAL INSPECTION	355.00
02/08/2019	308904	ROBB, CHRISTA	220K BTU TORPEDO HEATER	447.44
02/08/2019	308905	ROCKFORD ADVERTISING	MICHIGAN TRAILS 2018	2,452.50
02/08/2019	308906	ROWLEY BROTHERS, INC.	ENGINE AND HYDRAULIC OIL	1,604.57
02/08/2019	308907	SESAC INC	MUSIC LICENSING - PARKS	458.50
02/08/2019	308908	SHARON RAYLE	REFUND CANCELLED CLASS	50.00
02/08/2019	308909	SHI INTERNATIONAL CORP.	NETWORK STORAGE DEVICE	55,290.69
02/08/2019	308910	SOUTHWEST MICHIGAN MGRS ASSOC.	MEMBERSHIP RENEWAL	100.00
02/08/2019	308911	SPC SPECIALTY PRODUCTS, LLC	HMA MATERIAL	300.00
02/08/2019	308912	SPRING CREST CUSTOM DRAPERIES	BLINDS, GRETA JENKINS	285.00
02/08/2019	308913	STATE INDUSTRIAL PRODUCTS CORP	PARTS WASHER SOLVENT	966.78

02/08/2019	308914	STATE OF MICHIGAN (DOT)	WEST CENTRE AVE RECON	31,505.32
02/08/2019	308915	STATE SYSTEMS RADIO, INC	MOBILE RADIO REPAIRS	202.00
02/08/2019	308916	SUEZ WATER ENVIRONMENTAL SERVICES	HYDRANT REPAIRS	4,284.93
02/08/2019	308917	SUPERIOR BUSINESS SOLUTIONS	UNIFORM SHIRTS	590.35
02/08/2019	308918	TL NEWS	KALAMAZOO GAZETTE	416.00
02/08/2019	308919	TRACTOR SUPPLY CORP.	PROPANE TANKS	47.84
02/08/2019	308920	UNITED PARCEL SERVICE	WEEKLY UPS SERVICE	28.06
02/08/2019	308921	VERIZON WIRELESS SERVICES, LLC	CELL PHONES	2,758.62
02/08/2019	308922	WAKEFIELD, SAMANTHA	SKATING INSTRUCTOR	50.00
02/08/2019	308923	WAKEFIELD, SAMANTHA	SKATING LESSONS INST	50.00
02/08/2019	308924	WASTE MANAGEMENT	DISPOSAL SERVICES	150.00
02/08/2019	308925	WINTER EQUIPMENT COMPANY, INC.	CURBGUARDS	1,711.62
02/08/2019	308926	WOMENS LIFESTYLE MAGAZINE	EXPO BOOTH	375.00
02/08/2019	308927	Y W C A, INC	DOMESTIC/SEXUAL ASSAULT	8,500.00
02/08/2019	308928	U S POSTMASTER	PORTAGER POSTAGE	8,000.00
02/15/2019	308929	4TH DISTRICT COURT	BOND - ANITA HURLEY	300.00
02/15/2019	308930	A T & T	TELEPHONE SERVICE	10,224.74
02/15/2019	308931	ADP, INC.	ADP PAYROLL & TIME ATTEND	4,367.45
02/15/2019	308932	ALERT-ALL CORP.	FIRE MARSHAL SUPPLIES	3,950.00
02/15/2019	308933	AMY MACFARLANE	CANCELLED COOKING CLASS	25.00
02/15/2019	308934	ARIF, MUHAMMAD	REIMB. ITE 2019 SPRING TECH	25.00
02/15/2019	308935	ASCENSION MICH OCCUPATIONAL HEALTH	2018-2019 DOT PHYSICALS	140.00
02/15/2019	308936	AVI SYSTEMS, INC.	SPECTRUM ENCODER EQUIP	8,889.00
02/15/2019	308937	CONSUMERS ENERGY CEM SUPPORT CENTER	GAS METER AND REGULATOR	1,854.00
02/15/2019	308938	DIANA SACKRIDER	COOKING CLASS CANCEL	25.00
02/15/2019	308939	J C PENNEY CORPORATION, INC.	MTT #18-002056 REFUND	43,213.15
02/15/2019	308940	KALAMAZOO BASEBALL LLC	MASCOT APPEARANCE FEE	40.00
02/15/2019	308941	KATELYN LUM CORTRIGHT	CANCELLED COOKING CLASS	50.00
02/15/2019	308942	KITCH DRUTCHAS WAGNER VALITUTTI & S	PROFESSIONAL SERVICE	600.00
02/15/2019	308943	MACY'S INC.	MTT #18-000639 REFUND	62,888.07
02/15/2019	308944	MICHELE VANDERBEEK	CANCELLED COOKING CLASS	50.00
02/15/2019	308945	MLIVE MEDIA GROUP	JAN 2019 LEGAL NOTICE	323.31
02/15/2019	308946	OFFICE DEPOT, INC.	POLICE OFFICE SUPPLIES	110.97
02/15/2019	308947	PORTAGE GLASS & MIRROR	WINDOW REPAIR	194.60

02/15/2019	308948	SOUTHWEST MICHIGAN FIRST	CONSULTING CONTRACT	12,500.00
02/15/2019	308949	STATE OF MICHIGAN	13 SOR REGISTRATIONS	390.00
02/15/2019	308950	THIRD COAST TECH, LLC	NIAGARA VIDEO GOSTREAM	5,636.90
02/15/2019	308951	TRACTOR SUPPLY CORP.	PROPANE TANKS	50.83
02/15/2019	308952	USA TODAY	USA TODAY LOBBY COPY	29.00
02/15/2019	308953	VERTIV SERVICES, INC.	UPS (LOCATED AT CITY HALL)	2,569.99
			Total Paper Check:	683,713.37

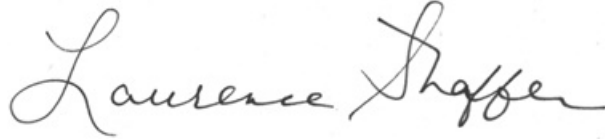
Check Type: Auto-Pay Payments

2/05/2019	7556	CONSUMERS ENERGY	GAS-ELECTRIC	189.39
2/06/2019	7558	CONSUMERS ENERGY	GAS-ELECTRIC	45,636.90
2/08/2019	7562	CONSUMERS ENERGY	GAS-ELECTRIC	11,188.80
2/12/2019	7568	CONSUMERS ENERGY	GAS-ELECTRIC	1,229.54
2/13/2019	7590	CONSUMERS ENERGY	GAS-ELECTRIC	12,331.77
2/14/2019	7599	CONSUMERS ENERGY	GAS-ELECTRIC	33,223.78
2/15/2019	7600	CONSUMERS ENERGY	GAS-ELECTRIC	3,026.29
2/15/2019	7561	RANDALL BROWN & ASSOC	RETAINER FEE	18,810.00
2/19/2019	7603	CONSUMERS ENERGY	GAS-ELECTRIC	1,215.72
			Total Auto-Pay Payments:	126,852.19

Grand Total:	1,043,104.67
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TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Fiscal Year 2019-2020 Proposed Budget Review Schedule

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: Establish April 16 and April 30, 2019 from 5:00 to 8:30 p.m. as the dates for review of the proposed Fiscal Year 2019-2020 Budget.

City Council will receive the proposed Fiscal Year 2019-2020 budget on April 9, 2019. The budget review schedule has been developed to permit review of all budget aspects. Budget review sessions are proposed for Tuesday, April 16 and Tuesday, April 30 at 5:00 p.m. on each of the proposed dates in Conference Room #1 of Portage City Hall.

Further, a public hearing on the proposed budget will be held during the May 7, 2019 regular meeting of City Council, with formal adoption scheduled for May 21, 2019. The review sessions, public hearing and other Council meetings will provide ample opportunity for City Council analysis and public comment.

FUNDING: N/A

Attachments: 1. Tentative Budget Review Sessions FY 2019-2020

TENTATIVE SCHEDULE FOR REVIEW OF FISCAL 2019-2020 BUDGET

Review Session #1

Tuesday, April 16

Budget Overview – City Manager

5:00 - 5:10 p.m.

Finance, Purchasing & Funds

5:10 - 5:30

Human Resources

5:30 - 5:35

City Assessor

5:35 – 5:45

BREAK 5:45 – 6:00

Transportation & Utilities

6:00 – 6:15

Public Services

6:15 - 6:30

Parks, Recreation & Senior Citizen Services

6:30 - 6:45

Public Safety

6:45 – 7:15

Legislative / Human Services

7:15 - 7:20

Community Development

7:20 - 7:30

City Clerk

7:30 - 7:35

Technology Services

7:35 - 7:45

City Manager

7:45 - 7:50

Capital Improvement Program

7:50 – 8:10

Summary

8:10 – 8:30

Review Session #2

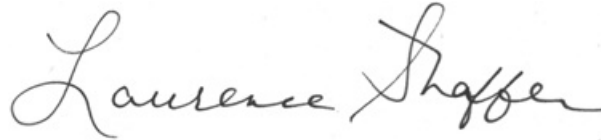
Tuesday, April 30

Summary and Review if Needed

5:00 p.m.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Final Plan for Oakland Farms No. 2, 9810 Oakland Drive

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: Approve the Final Plat for Oakland Farms No. 2, 9810 Oakland Drive with the condition that street trees be installed, public sidewalks and the walkway to the State Game Area be constructed, and the public streets be milled and resurfaced by September 2020.

On March 13, 2018, City Council granted final preliminary plat approval for the Oakland Farms No. 2 subdivision allowing the developer, Hyland Associates LLC, to proceed with construction. Consistent with the final preliminary plat approval, storm water from the new public streets will be collected and conveyed to the existing public storm water basin located along the south side of Oakland Farms Trail. Concrete sidewalks will be installed along both sides of the streets, and a four-foot wide public walkway will be constructed on the east side of Lot 44, to provide residents access to the abutting Gourdneck State Game Area.

The developer has completed all required public improvements with the exception of the four-foot wide concrete sidewalks, street trees and public walkway. While the new public streets have been constructed, due to quality concerns with the pavement, a portion of the asphalt adjacent to the concrete gutter pan will need to be milled, and a new layer of asphalt must be installed prior to the city accepting the public streets.

In conformance with Section 42-921 of the Land Development Regulations and to ensure completion of the sidewalks, public walkway, street trees and public street repaving, a performance guarantee in the amount of 125% of the total construction costs has been provided to the city. The amount of the performance guarantee has been reviewed by and is acceptable to the City Administration.

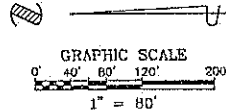
It is recommended that final plan approval be granted for the plat of Oakland Farms No. 2 with the condition that sidewalks, public walkway, street trees and public street repaving be completed by September 2020. Should the developer not complete the remaining public improvements, the developer can request City Council grant an extension of time or the surety will be used to complete the construction. Receiving final plat approval before completion of all public improvements will allow the developer to submit the plat to the State of Michigan for review and approval. Once approved by the State, the developer can then begin selling lots and building homes.

FUNDING: N/A

Attachments: 1. Oakland Farms No. 2 Final Plat drawings

OAKLAND FARMS No. 2

PART OF THE SE 1/4 & SW 1/4, SECTION 29, T. 3 S., R. 11 W.
CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN



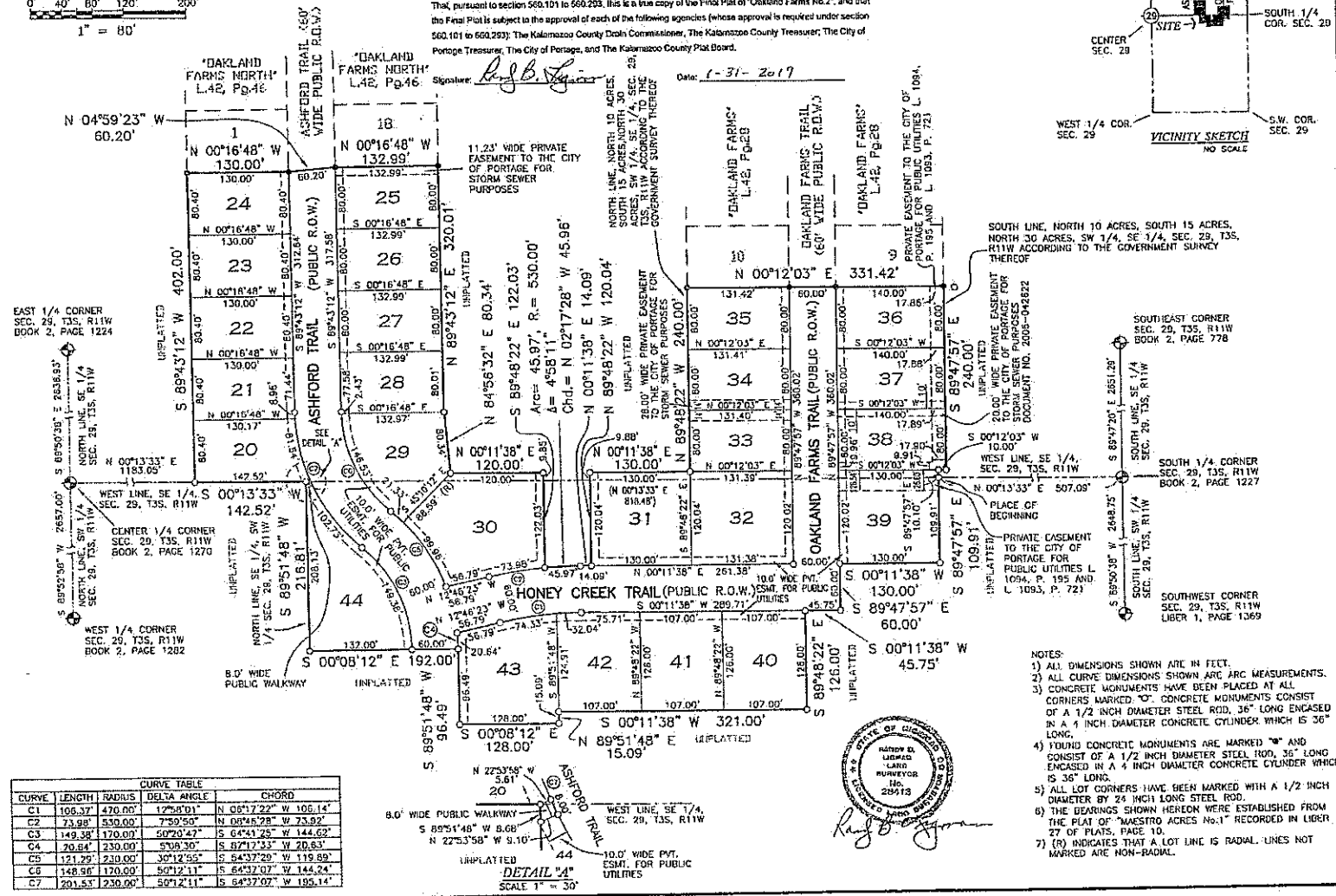
SURVEYOR CERTIFICATION OF TRUE COPY:

I, Randy B. Upton, Professional Surveyor, certify:

That, pursuant to section 560.101 to 560.293, this is a true copy of the Final Plat of "Oakland Farms No. 2", and that the Final Plat is subject to the approval of each of the following agencies (whose approval is required under section 560.101 to 560.293): The Kalamazoo County Drain Commissioner, The Kalamazoo County Treasurer, The City of Portage Treasurer, The City of Portage, and The Kalamazoo County Plat Board.

Signature: *Randy B. Upton*

Date: 1-31-2019



OAKLAND FARMS No. 2

PART OF THE SE 1/4 & SW 1/4, SECTION 29, T. 3 S., R. 11 W.
CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, RANDY B. UGMAN, PROFESSIONAL SURVEYOR, CERTIFY:
THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS
PLAT, DESCRIBED AS FOLLOWS: "OAKLAND FARMS NO. 2," PART OF THE
SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 29, T. 3 S., R.
11 W., CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 29, TOWN 3
SOUTH, RANGE 11 WEST; THENCE N. 00°13'33" E. 507.09 FEET ALONG THE
WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE PLACE OF
BEGINNING; THENCE S 89°47'57" E. 10.10 FEET PARALLEL WITH THE SOUTH
LINE OF THE NORTH 10 ACRES OF THE SOUTH 15 ACRES OF THE NORTH 30
ACRES OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER
ACCORDING TO THE GOVERNMENT SURVEY THEREOF; THENCE S 00°12'03" W
10.00 FEET PERPENDICULAR WITH SAID SOUTH LINE TO SAID SOUTH LINE;
THENCE S 89°47'57" E. 240.00 FEET ALONG SAID SOUTH LINE TO THE
SOUTHEAST CORNER OF LOT 9 OF "OAKLAND FARMS" SUBDIVISION ACCORDING
TO PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS ON PAGE 28,
KALAMAZOO COUNTY RECORDS; THENCE N 00°12'03" E. 331.42 FEET ALONG
THE WEST LINE OF SAID OAKLAND FARMS SUBDIVISION TO THE NORTHWEST
CORNER OF LOT 10 OF SAID OAKLAND FARMS SUBDIVISION; THENCE N
89°48'22" W. 240.00 FEET ALONG THE NORTH LINE OF SAID SOUTH 15 ACRES
OF THE NORTH 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER ACCORDING TO THE GOVERNMENT SURVEY THEREOF; THENCE N
00°11'38" E. 130.04 FEET PERPENDICULAR WITH SAID NORTH LINE; THENCE N
89°48'22" W. 120.04 FEET PARALLEL WITH SAID NORTH LINE; THENCE N
00°11'38" E. 14.09 FEET PERPENDICULAR WITH SAID NORTH LINE; THENCE
NORTHERLY 45.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
RADIUS OF 530.00 FEET A CENTRAL ANGLE OF 04°58'11" AND A CHORD OF N
02°17'28" W. 45.96 FEET; THENCE S 89°48'22" E. 122.03 FEET PARALLEL WITH
SAID NORTH LINE; THENCE N 00°11'38" E. 120.00 FEET PERPENDICULAR WITH
SAID NORTH LINE; THENCE N 84°56'32" E. 60.34 FEET; THENCE N 89°43'12" E.
320.01 FEET TO THE SOUTHWEST CORNER OF LOT 18 OAKLAND FARMS NORTH
SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42
OF PLATS ON PAGE 46 KALAMAZOO COUNTY RECORDS; THENCE N 00°16'48" W
132.99 FEET ALONG THE WEST LINE OF SAID OAKLAND FARMS NORTH
SUBDIVISION; THENCE N 04°58'23" W. 60.20 FEET ALONG SAID WEST LINE;
THENCE N 00°16'48" W. 130.00 FEET ALONG SAID WEST LINE TO THE
NORTHWEST CORNER OF LOT 1 OF SAID OAKLAND FARMS NORTH SUBDIVISION;
THENCE S 89°43'12" W. 402.00 FEET TO SAID WEST LINE OF THE SOUTHEAST
QUARTER OF SECTION 29; THENCE S 00°13'33" W. 142.52 FEET ALONG SAID
WEST LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION; THENCE S 89°51'48" W. 216.81 FEET
ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER; THENCE S 00°08'12" E. 192.00 FEET PERPENDICULAR WITH SAID
NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE S 89°51'48" W. 96.49 FEET PARALLEL WITH SAID NORTH LINE OF THE
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S 00°08'12" E.
126.00 FEET PERPENDICULAR WITH SAID NORTH LINE OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER; THENCE N 89°51'48" E. 10.09 FEET
PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER; THENCE S 00°11'38" W. 321.00 FEET PERPENDICULAR
WITH SAID NORTH LINE OF SAID SOUTH 15 ACRES; THENCE S 89°48'22" E.
125.00 FEET PARALLEL WITH SAID NORTH LINE OF SAID SOUTH 15 ACRES;
THENCE S 00°11'38" W. 45.75 FEET PERPENDICULAR WITH SAID NORTH LINE
OF SAID SOUTH 15 ACRES; THENCE S 89°47'57" E. 60.00 FEET PARALLEL WITH
SAID SOUTH LINE OF SAID SOUTH 15 ACRES; THENCE S 00°11'38" W. 130.00
FEET PERPENDICULAR WITH SAID NORTH LINE OF SAID SOUTH 15 ACRES;
THENCE S 89°47'57" E. 109.91 FEET PARALLEL WITH SAID SOUTH LINE OF
SAID SOUTH 15 ACRES TO THE PLACE OF BEGINNING.

THIS PLAT CONTAINS 25 LOTS NUMBERED 20 THROUGH 44, BEING 9.38
ACRES OF LAND.
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE
DIRECTION OF THE OWNERS OF SUCH LAND.
THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.
THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED
IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE
MUNICIPALITY, AS REQUIRED BY THE ACT.
THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY
THE ACT.
THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED
BY THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE: 1-25-2019

INGERSOLL, WATSON & MCMACHEN, INC.
1209 EAST WILHAM ROAD, SUITE B
PORTAGE, MICHIGAN 49002

Randy B. Ugmán
RANDY B. UGMAN, PRESIDENT
PROFESSIONAL SURVEYOR NO. 28415



PROPRIETOR'S CERTIFICATE

HYLAND ASSOCIATES, L.L.C., 7545 SOUTH 10TH STREET, KALAMAZOO,
MICHIGAN 49009, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY DANIEL L.
WARTZ, TRUSTEE OF THE DANIEL L. WARTZ REVOCABLE TRUST, DATED
DECEMBER 15, 1998, MEMBER, AND ROBERT M. SHAVE, MEMBER, AS
PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE
SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS
PLAT; THAT THE STREETS AND PUBLIC WALKWAY ARE FOR THE USE OF
THE PUBLIC; THAT PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS;
AND THAT ALL OTHER EASEMENTS ARE FOR THE USES AS SHOWN ON
THE PLAT.

HYLAND ASSOCIATES, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
7545 SOUTH 10TH STREET
KALAMAZOO, MICHIGAN 49009
FILED OCTOBER 9, 2002
FILE 046165

Daniel L. Wartz
BY: DANIEL L. WARTZ, TRUSTEE OF THE
DANIEL L. WARTZ REVOCABLE TRUST, DATED
DECEMBER 15, 1998, MEMBER
DOCKET NO. 2003-041992
KALAMAZOO COUNTY RECORDS

Robert M. Shave
BY: ROBERT M. SHAVE, MEMBER

ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE
25TH DAY OF JANUARY, 2019 BY DANIEL L. WARTZ, TRUSTEE OF THE
DANIEL L. WARTZ REVOCABLE TRUST, MEMBER, AND ROBERT M. SHAVE,
MEMBER OF HYLAND ASSOCIATES, L.L.C. A MICHIGAN LIMITED COMPANY, ON
BEHALF OF THE LIMITED COMPANY.

Randy B. Ugmán
RANDY B. UGMAN, NOTARY PUBLIC
VAN BUREN COUNTY, MICHIGAN
MY COMMISSION EXPIRES FEB. 28, 2021
ACTING IN KALAMAZOO COUNTY, MICHIGAN

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL
ASSESSMENTS FOR THE 5 YEARS PRECEDING 2019,
INVOLVING THE LANDS INCLUDED IN THIS PLAT.

MARY BALKEMA, KALAMAZOO COUNTY TREASURER

CITY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL
ASSESSMENTS FOR THE 5 YEARS PRECEDING
INVOLVING THE LANDS INCLUDED IN THIS PLAT.

WILLIAM K. FURRY
CITY OF PORTAGE FINANCE DIRECTOR

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____ AS COMPLYING WITH 1967 PA 288,
MCL 560.102 AND THE APPLICABLE RULES AND REGULATIONS
PUBLISHED BY MY OFFICE IN THE COUNTY OF KALAMAZOO.

PATRICIA A. S. CROWLEY
KALAMAZOO COUNTY DRAIN COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF
THE CITY OF PORTAGE, AT A MEETING HELD ON _____ AND
WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL
560.101 TO 560.293. THE WATER AND PUBLIC SEWER SERVICES HAVE BEEN
INSTALLED AND ARE READY FOR CONNECTION. THE CITY OF PORTAGE DOES
HAVE A PROPER, ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCE
AND WAKES THE MINIMUM LOT SIZE REQUIREMENTS AS SET FORTH IN 1967
PA 288, MCL 560.155.

ADAM HERRINGA, CITY OF PORTAGE CLERK

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE
KALAMAZOO COUNTY PLAT BOARD ON _____ AS
BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288,
MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE
PUBLISHED RULES AND REGULATIONS.

JOHN TAYLOR, CHAIRPERSON
KALAMAZOO COUNTY BOARD OF COMMISSIONERS

MARY BALKEMA, KALAMAZOO COUNTY TREASURER

TIMOTHY A. SNOW
KALAMAZOO COUNTY CLERK/REGISTER OF DEEDS

RECORDING CERTIFICATE

STATE OF MICHIGAN)
KALAMAZOO COUNTY)

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ AT
_____ DAY OF _____ OF PLATS ON
PAGES _____ AND RECORDED IN LIBER _____

TIMOTHY A. SNOW
KALAMAZOO COUNTY CLERK/REGISTER OF DEEDS

SURVEYOR CERTIFICATION OF TRUE COPY:

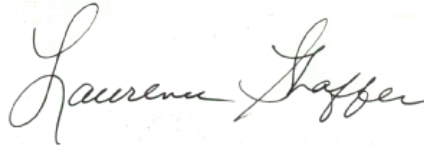
I, Randy B. Ugmán, Professional Surveyor, certify:
That pursuant to section 560.101 to 560.293, this is a true copy of the Final Plat of "Oakland Farms No. 2", and that
the Final Plat is subject to the approval of each of the following agencies (whose approval is required under section
560.101 to 560.293): The Kalamazoo County Drain Commissioner; The Kalamazoo County Treasurer; The City of
Portage Treasurer; The City of Portage; and The Kalamazoo County Plat Board.

Signature: *Randy B. Ugmán*

Date: 1-31-2019

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: New Cingular Wireless PCS L.L.C. Distributed Antenna System Small Cell License Agreement

SUPPORTING PERSONNEL: Devin Mackinder, Director of Technology Services
Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: Approve the Small Cell Distributed Antenna System License Agreement between the City of Portage and New Cingular Wireless, PCS, L.L.C. (AT&T), and authorize the City Manager to execute all documents related to this action on behalf of the city.

New Cingular Wireless, PCS, L.L.C., also known as AT&T Wireless, is proposing to install and operate a small cell Distributed Antenna System (DAS) in the City of Portage, initially consisting of antennas and ancillary equipment mounted on six AT&T utility poles along South Westnedge Avenue between Romence Road and East Van Hoessen Boulevard. Once installed, the DAS will be used to enhance cellular wireless coverage and capacity for AT&T customers.

The License Agreement developed by the city, with assistance from special telecommunications attorney Michael Watza of Kitch Attorneys of Detroit, Michigan, establishes the rules on location and design of the DAS facilities in order to protect public rights-of-way, community safety and aesthetics. The Agreement includes several restrictions pertaining to the height, appearance and physical locations of the DAS facilities, which include antennas, poles, ancillary equipment and support structures. The Agreement also establishes a fee schedule consisting of a one-time application processing fee and annual fees for each DAS facility in operation. The plans and specifications submitted as Exhibit A of the Agreement are for illustrative purposes, but are representative of the design for the six proposed DAS sites, which will be subsequently approved as part of the permitting process.

The applicant has met all licensing requirements to begin the permitting process. The License has been approved to form by the city attorney and signed by AT&T. The term of the License Agreement is five (5) years.

The State of Michigan recently passed the "Small Wireless Communications Facilities Development Act" (Act 365 of 2018), which is similar to laws enacted in some 20 other states, and which substantially limits local regulation and applicable fees and charges that can be assessed to the communication industry for rights-of-way access. The Act goes into effect, March 12, 2019. Additionally, the Federal Communications Commission issued new rules that also limit local regulation and fee structures imposed by the municipality. However, if approved by the city before March 12, 2019, AT&T has agreed to operate the six proposed facilities under the city Agreement,

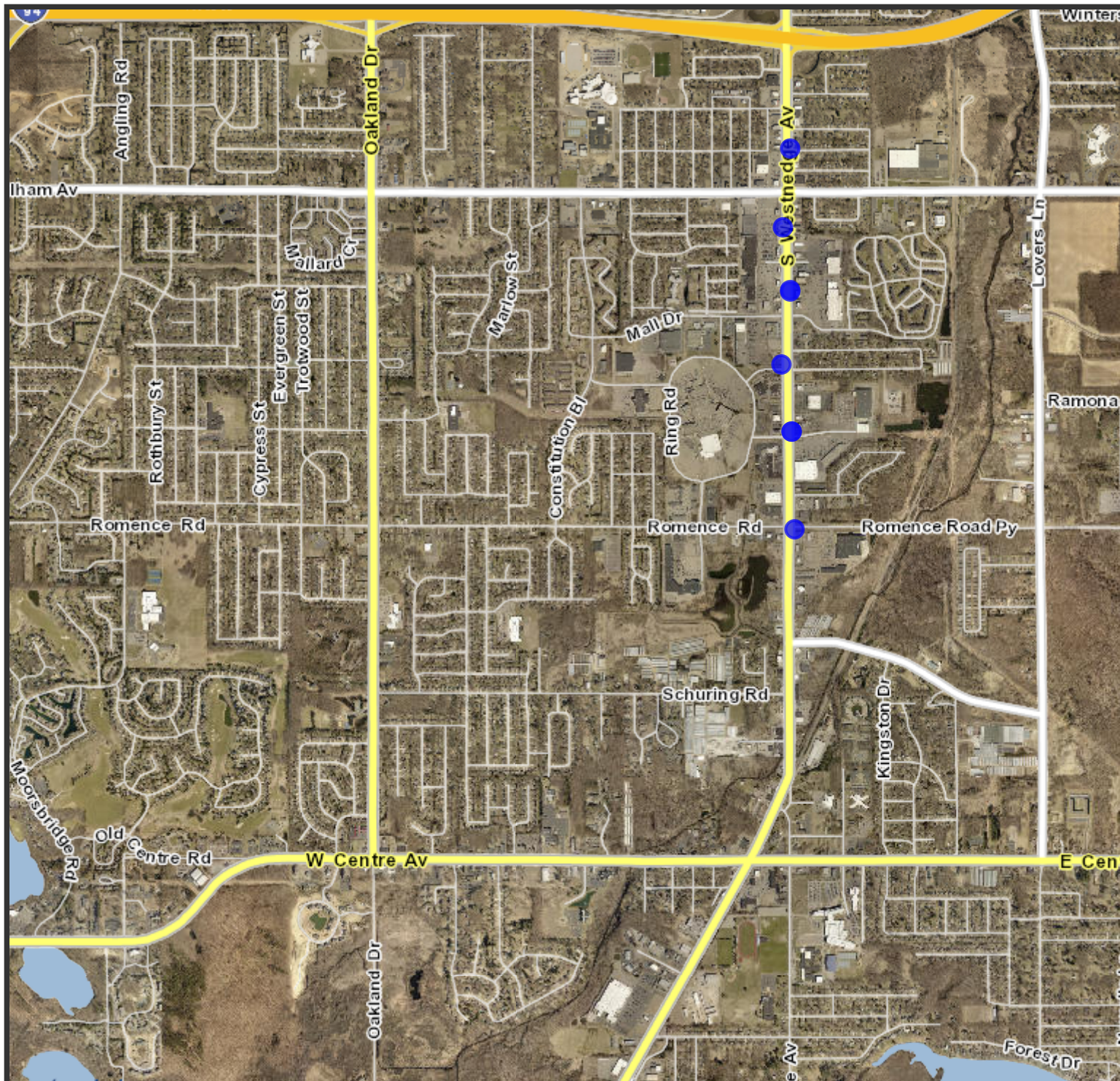
which provides substantially more local regulation of DAS facilities, protections of public rights-of-ways, community safety and reasonable fee structures as compared to Act 365 and Federal Communications Commissions rules.

It is therefore recommended that City Council approve the Small Cell Distributed Antenna System License Agreement between the city and New Cingular Wireless, PCS, L.L.C., also know as AT&T Wireless, and authorize the City Manager to execute all documents related to this action.

FUNDING: Revenue of a \$5,000 one-time agreement processing fee and annual licensing fees per small cell/DAS sites located within the public right-of-way.

Attachments:

1. AT&T Pole Locations
2. AT&T DAS Agreement



Portage GIS

AT



Map Publication:

02/13/2019 4:17 PM



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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.



AT&T Mobility
3811 Illinois Road, Suite 100
Fort Wayne, IN 46804

June 15, 2018

The City of Portage
Attn: Devin Mackinder
7900 S Westnedge Avenue
Portage, MI 49002

RE: DAS/SMALL CELL LICENSE AGREEMENT

Mr. Mackinder:

Enclosed are three copies of the DAS/Small Cell License Agreement between The City of Portage and New Cingular Wireless PCS, LLC.

Please have three copies of the DAS/Small Cell License Agreement signed by The City of Portage, and return one fully executed copy to my attention at AT&T Mobility, 3811 Illinois Road, Suite 100, Fort Wayne, IN 46804.

Enclosed is a pre-addressed UPS envelope, to return one copy of the fully executed DAS/Small Cell License Agreement back to AT&T Mobility, in Fort Wayne, IN.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcia J. McCall".

Marcia J. McCall
Lease Administrator – Michigan & Indiana
AT&T Mobility
3811 Illinois Road, Suite 100
Fort Wayne, IN 46804

Office: 260.715.4416
mm757p@att.com

cc: Jeff Painter

DAS/SMALL CELL LICENSE AGREEMENT

BETWEEN

THE CITY OF PORTAGE

and

NEW CINGULAR WIRELESS, PCS, L.L.C.

THIS LICENSE AGREEMENT (“AGREEMENT”) DATED AS OF THIS _____ DAY OF _____ 2019, IS ENTERED INTO BY AND BETWEEN THE CITY OF PORTAGE, A MUNICIPAL CORPORATION (“CITY”), AND NEW CINGULAR WIRELESS, PCS, L.L.C., a Delaware Limited Liability Company (“LICENSEE” OR “NCW”).

WHEREAS, the City has made significant investments of time and resources in the acquisition and maintenance of the public ways and such investment has enhanced the utility and value of the public ways; and

WHEREAS, the public ways within the City are used by and useful to private enterprises including Licensee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the City; and

WHEREAS, the right to access and/or occupy portions of such public ways for limited times, for the business of providing wireless telecommunications services, is a valuable economic privilege; and

WHEREAS, beneficial competition between providers of communications services can be furthered by the City’s provision of grants of location and rights to use the public ways on non-discriminatory and competitively neutral terms and conditions; and

WHEREAS, Licensee is a Federally licensed communications provider engaged in installing, operating and maintaining facilities to provide wireless communications services within the City by means of wireless or fiber connections through Distributed Antenna Systems or other Small Cell Facilities (DAS/Small Cells); and

WHEREAS, Licensee desires to physically install and occupy portions of the public way to install additional utility poles, or to utilize existing third-party utility poles, or city owned light, or other city owned poles for use of its LICENSED DAS/Small Cells; and

WHEREAS, Licensee is agreeing to compensate the City for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cells in exchange for a grant of location and the right to use and physically occupy portions of the public way for the limited purposes and times set forth below;

WHEREAS, the City grants this license pursuant to its authority to manage its public spaces;

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the City and Licensee do hereby agree:

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

1. DEFINITIONS

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 “Agency” means any governmental agency or quasi-governmental agency other than City, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, or Local Community Stabilization Authority.

1.2 “Licensee” means New Cingular Wireless, PCS, L.L.C., a Delaware limited liability company.

1.3 “Ancillary Equipment” means equipment deployed by Licensee in the Rights-of-Way, pursuant to this Agreement, which may be owned by Licensee.

1.4 “Grant” when used with reference to grant or authorization of the City, means the prior written authorization of the City of Portage.

1.5 “Business Day” means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the City.

1.6 “Day” means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.7 “FCC” means the Federal Communications Commission.

1.8 “Hazardous Material” means any substance, waste or material if any which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.9 “Law” or “Laws” means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.10 “DAS/Small Cells” means any and all telecommunication facilities or related equipment installed and/or operated by Licensee for the provision of commercial mobile radio service (“CMRS”) carriers and including cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by Licensee as described and illustrated in Exhibit A attached hereto.

1.11 “Person” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.12 “Public Ways” or “Public Rights-of-Way” means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings and any other public places owned by and within the City as the same now or may hereafter exist and which are under the permitting jurisdiction of the City.

1.13 “Release” when used with respect to Hazardous Material, if any means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of Licensee.

1.14 “Services” means those services provided by or through DAS/Small Cells as specifically identified in the attached detailed plans and specifications See Exhibit. A. If the City grants the provision of any other services by Licensee, upon such grant, the definition of “Services” shall automatically be revised to include any such grant of additional services. Services shall not include the provision of cable television-type services, or the distribution of video programming directly to subscribers to a cable system as defined in the Federal Cable Act, 47 U.S.C. §§ 521, et. seq.

1.15 “Poles” means light poles, wooden power poles, highway sign poles, utility poles, lighting fixtures or other similar poles located in the Public Way owned by the City, New Cingular Wireless, PCS, L.L.C. or third parties and may refer to such support structures in the singular or plural, as appropriate to the context in which used. The term poles excludes any historically or architecturally significant poles owned by the City located on public ways or, other similar street features.

2. TERM OF AGREEMENT

2.1 Demise and Term. Licensors hereby grants Licensee, a personal, non-exclusive revocable license to erect and use equipment as described herein in the Right of Way as approved in this License Agreement commencing on date of execution of this Agreement and continuing for five (5) years.

2.2 Renewal. Unless terminated under other provisions of this Agreement, the Agreement will renew at Licensee’s option with at least 60 days but no more than 180 days’ notice in

advance of the expiration of the initial term, for up to one (1) renewal term of five (5) years at the expiration of the initial term provided: (a) Licensee is in full compliance with all terms of the License as of the last day of the then current term; (b) has not demonstrated a pattern of repeated or cumulative breaches and defaults of the terms of the License Agreement during the expiring term; and (c) Licensee agrees to confer with Licensor and make the changes to this Agreement as needed or desired considering possible changes in technology and/or the law. Unless modified as described, the renewal term as described shall be on the same terms and conditions as contained in this License Agreement.

3. DESCRIPTION OF WORK

3.1 Installation of DAS/SMALL CELL NETWORKS. During the term of this Agreement, Licensee is authorized, on a non-exclusive basis, to locate and install utility poles, light poles, or to attach to third party or city owned Poles to house and operate a DAS/Small Cell Network in the utility public right of way or other third party or City owned or controlled property, as more particularly identified in Exhibit A. This agreement does not grant the right to use any Poles not owned by the City. Licensee shall make separate arrangements with third party Pole owners to use any Poles not owned by the City. Prior to initial installation of the DAS/Small Cell equipment upon any Pole in the City, Licensee shall obtain written City authorization, in accord with the City's Rules, as set forth on Exhibit D ("Rules"), for such installation upon such specific property or pole and shall provide the City with written evidence of such authorization, if received from a third-party Pole owner. Upon receipt of the City's written authorization for use of a Pole, Exhibit A shall be automatically amended to include each newly authorized Pole.

3.1.1 Location of DAS/Small Cell Networks. The City may grant or deny the location and installation of any DAS/Small Cell equipment on a pole prior to installation, based on the rules and this License; provided, however, that such grant shall not be subject to additional conditions, not expressly contained in the Rules or this License unless Licensee is provided thirty (30) days written notice of the adoption of any additional rules and condition to be added to the Rules. Such grant or denial shall not be unreasonably withheld or delayed.

3.1.2 Map and List of DAS/Small Cell Equipment. Licensee shall maintain in a form acceptable to the City, a current map and list of the location of all Facilities used by Licensee for its DAS/Small Cell Network pursuant to this Agreement and located in public ways; Licensee shall provide such list to the City within ten (10) Business Days upon receipt of request for same; and Licensee shall, whether or not requested by the City, provide an updated list and map promptly after any change is made in regard to the locations of the specific poles specified by Licensee in such lists and maps. Licensee shall obtain all required permits and grants of the City and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. Licensee shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small

Cells on any pole, except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than one Small Cell installation on any single pole.

3.1.3 Changes to DAS/Small Cell Networks or Their Location on Poles Located on Public Ways. If Licensee proposes to install or alter its equipment or the DAS/Small Cell or its location on the poles located on public Rights-of-Way in a manner that deviates in any material way from the specifications attached hereto as Exhibit A, in particular, if the proposed alteration would enlarge the exterior dimensions of the installation, then Licensee shall first obtain a grant for the use and installation of the modified equipment from the owners of the poles located on Public Rights-of-Way and shall provide the City with written evidence of such authorization. If the altered installation deviates in any material way from the Rules, or the terms of this License, Licensee shall apply for the City's approval prior to installation or alteration.

3.1.4 Individual Site Termination. Licensee may elect to terminate specific sites and/or attachments at any time. Licensor shall not be obligated to refund any payment for a terminated site. Licensee will notify the City of any such terminations with an updated map within fifteen (15) days after such terminations are made.

3.1.5 Provision of Services. The DAS/Small Cell Network installed pursuant to this Agreement shall be used for providing the Services. If Licensee proposes to make a material change to the nature and character of the Services not expressly permitted under this Agreement, Licensee shall notify the City in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to the Services. The City may either (i) accept the proposed change in Service on mutually agreeable terms and conditions or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.1.6 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by Licensee under this Agreement, Licensee shall promptly restore all work site areas to a condition reasonably satisfactory to the City and in accordance with construction standards as specified by the City, ordinary wear and tear not caused by Licensee or the DAS/Small Cells Networks excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

3.2 Removal of DAS/Small Cell Network. Upon one hundred and eighty (180) days' written notice by the City prior to the expiration or earlier termination of this Agreement for cause, pursuant to Section 9.2, Licensee shall promptly, safely and carefully remove the DAS/Small Cell Network from all poles and other places located in Public Rights-of-Way. Such obligation of Licensee shall survive the expiration or earlier termination of this Agreement. If Licensee fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.2, then the City, upon written notice to Licensee, shall have the right at the City's sole election, but not the obligation, to remove the DAS/Small Cell Network and charge Licensee for the actual costs

and expenses, including, without limitation, reasonable and actual administrative costs. Licensee shall pay to the City all costs billed and expenses incurred by the City in performing any removal work for storage of Licensee's property after removal (including any portion of the DAS/Small Cell Networks) within fifteen (15) Business Days after the date on which Licensee receives a written invoice for the charges. If Licensee fails to pay the invoiced amount within thirty (30) days after receipt of the invoice, the City may, in its discretion, obtain reimbursement for the above by making a claim under Licensee's performance bond. After the City receives the reimbursement payment from Licensee for the removal work performed by the City, the City shall promptly return to Licensee the property belonging to Licensee and removed by the City pursuant to this Section 3.2 at no liability to the City. If the City does not receive the reimbursement payment from Licensee within such fifteen (15) Business Days, or if City does not elect to remove such items at the City's cost after Licensee's failure to so remove prior to one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.2, any items of Licensee's property, including without limitation the DAS/Small Cell Networks, remaining on or about the Public Rights-of-Way or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the City who own light poles located in the public way and used by LICENSEE. Alternatively, the City may elect to take title to such abandoned property, whether the City is provided by the LICENSEE, an instrument satisfactory to the City transferring to the City the ownership of such property, or not. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.3 Risk of Loss or Damage. Licensee acknowledges and agrees that Licensee bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged DAS/Small Cell Networks, including, without limitation, damage caused by the City's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the negligence and/or willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

3.4 Removal or Relocation of DAS/Small Cell Network at City's Request. Licensee understands and acknowledges that the City in an emergency may request Licensee to remove its facilities on short notice, at the reasonable discretion of the city, but otherwise the City may require Licensee to remove or relocate upon a written request from the City on sixty (60) Days' notice at Licensee's sole cost and expense, portions of the DAS/Small Cell Network whenever City reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project, or utility company projects (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the public light poles, traffic signals, communications systems or other facilities, (3) because of a sale or vacation of the public right of way by the City, (4) because there is a change in use of the public right of way by the City provided such use affects similarly situated LICENSED users in the public right of way, (5) because there is damage to and/or a planned removal of the light pole, or (6) to preserve

and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). Licensee shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the City. Such removal, relocation, adjustment shall be completed within the time prescribed by the City in its written request and in accordance with the terms of this Agreement. Licensee shall not be in default hereunder if it has taken appropriate action as directed by the City to obtain such grant. If Licensee fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the City within the prescribed time, City may take all reasonable, necessary, and appropriate action, as stated in Section 3.2.

4. PERMIT, LIMITATIONS AND RESTRICTIONS

4.1 Limited Authorization. This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on sites, structures or facilities other than those specifically identified on Exhibit A. Placement of the DAS/Small Cell Networks shall comply with the terms of the Rules. The Agreement does not relieve Licensee of its burden of seeking any necessary permission from other governmental agencies which may have jurisdiction regarding Licensee's proposed use. Licensee further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the City.

4.2 Limited Uses. Licensee represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized as support for the rendering of wireless telecommunication services, including wireless services, and Licensee is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein.

4.3 Reservation of Powers. The City reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other City property. Licensee shall be subject to all present and future rules, regulations, and ordinances of the City and its Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the City or of the City's right to require Licensee to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

4.4 Licensee's Sole Expense. Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of Licensee under this Agreement, shall be Licensee's sole responsibility at Licensee's sole cost and expense.

4.5 Permit. Licensee shall obtain, at its sole expense, all permits as are required by City or any other Agency with jurisdiction over Licensee to perform the work and ongoing use, as

described in this Agreement, of poles located on the Public Rights-of-Way, including if applicable, a Metro Act Permit, pursuant to 2002 PA 48; MCL 484.3101, et. seq.

4.6 No Real Property Interest Created. Neither Licensee's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in Licensee a real property interest in any portion of the Public Rights-of-Way or any other City property, including but not limited to, any fee or leasehold interest in any land or easement. Licensee, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that Licensee, its successor, lessee or assign may be subject to the payment of such taxes.

4.7 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Licensee under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time.

4.8 Collocation. This License does not grant or approve any collocation rights to any person or entity, related or unrelated to the Licensee. By this License, Licensee is only authorized to install two (2) DAS/Small Cells with Ancillary Equipment, including two antennas per installation. Additional DAS/Small Cell with Ancillary Equipment installations require new and additional licensure at the City's Sole discretion. Licensee will allow third parties to attach to its pole owned by Licensee when technically and structurally feasible at a cost and at terms to be determined between Licensee and said third parties and only if the third-party has an executed agreement with the city. The City retains its police powers over the equipment owned by third parties.

4.9 Ancillary Equipment. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain ancillary equipment operated by a public utility for the provision of electrical service will be attached to Licensee's equipment. All Equipment however, shall be installed and maintained by Licensee pursuant to license agreements between Licensee and such Carrier. Such Ancillary Equipment shall be treated as Licensee's Facilities for all purposes under this Agreement and (i) Licensee shall remain responsible and liable for all obligations under the Agreement with respect to such ancillary equipment and maintain all insurance required, (ii) Licensee shall be the City's sole point of contact regarding such Ancillary Equipment shall be Licensee, and (iii) Licensee shall have the right to remove and relocate the Ancillary Equipment. Licensee shall not grant such Carriers with rights of access to such Ancillary Equipment.

5. WAIVERS AND INDEMNIFICATION

5.1 Non-Liability of City Officials, Employees and Agents. Except for losses occasioned by the willful misconduct of an elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of City under this Agreement.

5.2 Obligation to Indemnify the City. Licensee, its successors and assigns, shall hold harmless, defend, protect and indemnify the City, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of the Licensee or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other City property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by Licensee in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by Licensee of the terms and conditions hereof or any permit or grant issued by Commissioner or any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by either party in connection herewith, and (vi) any direct or indirect RF interference by Licensee or the DAS/Small Cell Networks affecting entities which installed the facilities experiencing RF interference before the date on which Licensee installed the allegedly interfering facility. This indemnification obligation from Licensee to the City shall specifically extend (i) to any and all health and safety related claims (ii) any and all inverse condemnation or similar

claims, (iii) any and all claims arising out of a third-party action under 4.9 and 12.4.2 against the City or any of its commissions, departments, officers, agents, employees and contractors.

5.3 Scope of Indemnity. Licensee shall hold harmless, indemnify and defend the City as required in this Section 5, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors, except only for claims resulting from the gross negligence, or willful misconduct of the City, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to the other party and continues at all times thereafter. Licensee agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

5.4 No Liability for Damage, Death or Bodily Injury. Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Licensee, or third-party owner of any equipment on the site, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities authorized by this Agreement, the condition of any City property subject to this Agreement or Licensee's use of any City property, except as otherwise provided herein.

5.5 Waiver of Claims regarding Fitness Municipal Properties or Structures Located in Public Ways. Licensee acknowledges that the City has made no warranties or representations regarding the fitness, availability or suitability of any Municipal properties or structures for the installation of the DAS/Small Cell Networks, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by Licensee or provision of Services contemplated under this Agreement by Licensee is at Licensee's sole risk. Licensee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the City and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the light poles located on public ways, other City property affected by this Agreement or any law or regulation applicable thereto.

5.6 Waiver of All Claims. Licensee acknowledges that this Agreement is terminable by the City under certain limited circumstances as provided herein, and in view of such fact Licensee expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and Licensee expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights,

and causes of action against, and covenants not to sue, City, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein.

5.7 No Liability for Consequential or Incidental Damages. Both parties expressly acknowledge and agree that neither party will be liable to the other party for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or Licensee's permitted activities hereunder. Neither party would be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of the other party or its agents. Accordingly, without limiting any indemnification obligations of either party or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, each party fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, City, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference with uses conducted by either party pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of the respective parties or their agents.

5.8 No Interference. Licensee shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, pre-existing telecommunications facilities, public safety communications, electric utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. To the extent such harmful interference is caused by Licensee's operations, Licensee shall be responsible for repair and restoration of any damage caused directly by such interference to public or private facilities. The City agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements the City may enter into after the date hereof in order to protect Licensee's operations from interference.

6. INSURANCE

6.1 Licensee shall at its sole cost and expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

6.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$ 5,000,000	General Aggregate Limit
\$ 1,000,000	Each Occurrence
\$ 1,000,000	Each Occurrence - Personal Injury and Advertising Injury
\$ 2,000,000	Products/Completed Operations Aggregate Limit

The Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of at \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

(d) Umbrella/Excess Liability insurance with limits of \$1,000,000 each occurrence and in the aggregate.

6.3 Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above. With respect to any required policy that is issued on a "claims-made" basis, Licensee agrees to maintain coverage for six (6) years following the term of this Agreement. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

6.4 Advance Notice of Cancellation. All policies shall be endorsed to provide: thirty (30) days advance written notice to City of cancellation or intended non-renewal, mailed to the following address:

Purchasing Manager
City of Portage
Address: 7900 South Westnedge Avenue
Portage, Michigan 49002
Phone:
Email:

7. LICENSE FEE, RECORD and DEPOSITS

In connection with the work to be performed and activities to be conducted by Licensee under this Agreement.

7.1 Right-of-Way Fees for Installation and operation of wireless DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses. Initial Entry Fee: In order to compensate the City for the costs associated with Licensee's initial entry upon and deployment of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses within the Public Rights-of-Way, Licensee shall pay to the City the following: Five thousand dollars (\$5000.00) one-time payment.

7.2 The annual rate schedule is included in Exhibit D. Beginning at the time a permit is obtained, Licensee shall be responsible for paying the annual fee for any site in operation on January 1 of each year.

7.2.1 The parties to this agreement do not intend, and this agreement does not of itself, grant the utilization of any jointly owned or third party owned properties. This agreement is subject to collocation priority requirements as referenced in sections 3.1.1 and 4.9.

7.2.2 This agreement anticipates and authorizes only one DAS/Small Cell with ancillary equipment per Pole and that every DAS/Small Cell with ancillary equipment, installed by Licensee in City Rights of Way or public places, shall be subject to a license fee as identified in this section.

7.2.3 The parties to this agreement do not intend, and this agreement does not grant, the utilization of any City owned public places, buildings or structures other than certain Poles in the City Rights of Way as specifically identified in Exhibit. A.

7.3 Late Payment Charge. If Licensee fails to pay any undisputed amounts payable under this Agreement within thirty (30) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to ten (10%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the City and Licensee, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the City will incur as a result of any such failure by Licensee, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments and Documentation. In addition to all other fees to be paid to the City hereunder, Licensee shall timely pay to the City all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by Licensee to the City in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. Licensee therefore acknowledges and agrees that this Agreement alone is not sufficient in and of

itself as authorization from the City for the installation and operation of the DAS/Small Cell Networks and that additional documentation may be required by the City.

7.5 Security Deposit/Bond. Prior to performing any work necessary under this Agreement, Licensee will deliver to the City a valid performance bond in the sum of fifty thousand dollars (\$50,000.00), issued by a surety company acceptable to the City's Controller in the form attached hereto as Exhibit B. Licensee agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover all costs associated with the project not covered by any insurance policies including but not limited to: interest, charges by the City to remove DAS/Small Cell Networks and unpaid permit and administrative fees. Licensee shall keep such bond, at its expense, in full force and effect (The bond can be renewed from year to year) until the thirtieth (30th) day after the Expiration Date or other termination hereof, to insure the faithful performance by Licensee of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the city of cancellation or material change thereof. In the event of any non-extension of the bond, Licensee shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if Licensee fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to Licensee upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related Metro Permit shall satisfy the bond requirements of this agreement.

8. WORK STANDARDS

8.1 Performance of Work. Licensee shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the light poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by Licensee in the Public Rights-of-Ways shall at all times be performed by workers in accordance with generally accepted industry practice and in conformance with all local, state and federal ordinances, rules and regulations.

8.2 Work Plan. Prior to performing any work necessary under this Agreement, Licensee shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed ("Work Plan") to the City for review and will not perform any work until it has received City Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, Licensee shall provide to the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, Licensee shall deliver as-built drawings to City Hall.

8.3 No Underground Work Without Written Authorization. Licensee hereby represents, warrants and covenants that Licensee shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by Licensee under this Agreement, except to the extent expressly approved by the city. Licensee further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.4 Repair or Replacement of Damaged Facilities or Property. Upon written request, Licensee agrees to repair or replace to City's reasonable satisfaction any City-owned facilities or City-owned property that the City determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by Licensee under this Agreement. Licensee shall perform such work at no expense to the City, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of City.

8.5 Modification of Work Plans. If during the term of this Agreement, the City determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by Licensee and granted, the City shall have the authority to identify, specify and delineate the modification or departure required, and Licensee shall perform the work allowed under this Agreement in accordance with the City-specified modification or departure at Licensee's sole expense. The City shall provide Licensee with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which Licensee shall make, complete or maintain the modification or departure required.

9. TERMINATION

9.1 Immediate Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by Law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By City after written notice to Licensee and after opportunity to meet with representatives of the City, if the City reasonably determines that Licensee's continued use of the Public Rights-of-Way will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement (other than Licensee's failure to make timely payments) is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with sixty (60) days from the date of the notice to

cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction unless such cure cannot be reasonably performed within sixty (60) days in which case commencement of efforts to cure shall be satisfactory.

9.2 Effect of Termination. In the event of termination of this Agreement as herein provided, Licensee shall immediately cease all work performed under this Agreement, excepting only that work necessary for Licensee to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.2 above. Termination of this Agreement by the City as herein provided shall constitute the withdrawal of any grant, consent or authorization of the City for Licensee to perform any construction or other work under this Agreement in the Public Rights-of-way or on public property excepting only that work necessary for Licensee to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the City shall promptly remit to Licensee a prorated portion of the annual license fee paid to the City, if any.

10. NOTICES

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

City Clerk
City of Portage
Address: 7900 South Westnedge Avenue
Portage, Michigan 49002
Phone:
Email:

With a copy to counsel:

Licensee
New Cingular Wireless, PCS, L.L.C.
Attn: Network Real Estate Administration
575 Morosgo Drive, N.E., Atlanta, Georgia 30324
Attention: Legal Department

With a Copy to:
New Cingular Wireless, PCS, L.L.C.,
Attn: Legal Department
Network Operations,
208 South Akard Street, Dallas, Texas 75202-4206.

or to such other address as either CITY or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

11. COMPLIANCE WITH LAWS

11.1 Both Parties shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all federal, state and local laws, construction codes and applicable wireless telecommunications requirements.

12. MISCELLANEOUS

12.1 Amendments. Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2 Representations and Warranties. Each of the persons executing this Agreement on behalf of Licensee does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) Licensee is a duly authorized and existing Delaware limited liability corporation, has and is qualified to do business in the State of Michigan and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of Licensee is authorized to do so, (c) all financial statements and reports previously provided to the City by Licensee are true and complete in all material respects and accurately reflect the financial condition of Licensee as of the date such statements were provided to the City, and Licensee's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the City's written request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties. Licensee further warrants all the work performed by it or its subcontractors or anyone acting on behalf of licensee, against workmanship and product defects and any and all related costs, fees and damages to appurtenant or otherwise affected City facilities and property.

12.3 Interpretation of Agreement. This Agreement has been negotiated at arm's-length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 Assignment: Successors and Assigns.

12.4.1 Neither this Agreement nor any part of Licensee's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Licensee hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that Licensee deliver to the City the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between City and transferee; (3) Certificate of Insurance naming transferee as insured.

12.4.2 In the event Licensee files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code. An assignment of this Agreement is only enforceable against the City if Licensee or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. City hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of Licensee arising under this AGREEMENT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code.

12.4.3 Installation and use of Ancillary Equipment, as contemplated by Section 4.9 of this Agreement, shall not be considered an assignment or sublease of this Agreement, so long as the installation and use is in strict accord with Section 4.9.

12.5 Severability.

12.5.1 The parties to this Agreement understand that federal, state, local laws and regulations, including, but not limited to those issued by the Federal Communication Commission or successor agency as well as any binding judicial interpretations (collectively "Laws"), may be evolving on many of the issues identified herein. The parties elect to enter into this Agreement at this time fully intending to conduct themselves according to such Agreement and accepting that subsequent changes in the Law may occur that place a particular party in a different legal position than may be the case at present. The parties acknowledge that they are executing this Agreement at this time intending to be held to its terms for the duration of the Agreement notwithstanding the potential for such changes in applicable Law during the term of this Agreement. This section shall not apply to any new Law which is expressly given retroactive application to any then current Agreement.

12.5.2 If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein and not to the exclusion of any others unless specifically excluded.

12.10 Relationship of Parties. The City is not, and none of the provisions in this Agreement shall be deemed to render the City, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Non-Discrimination. Licensee agrees and shall require all agents conducting business in Michigan on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement under local, state and federal laws.

CITY OF PORTAGE, a Michigan municipal corporation

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM

DATE 2-22-19

MR
CITY ATTORNEY

NEW CINGULAR, PCS, L.L.C., a Delaware limited liability company

By: Patrick Hamrock

Patrick Hamrock

Title: VP Construction and Engineering

Dated: 6/7/18

EXHIBIT A

DAS/SMALL CELL NETWORK PLANS AND SPECS

EXAMPLES ONLY

FINAL PLANS WILL BE APPROVED AS PART OF THE PERMITTING PROCESS FOR
EACH SMALL CELL FACILITY INCLUDED IN THIS EXHIBIT

ELECTRICAL NOTES:

1. WORK UNDER THIS CONTRACT SHALL BE DONE IN STRICT ACCORDANCE WITH ALL APPLICABLE MUNICIPAL, STATE, AND LOCAL ELECTRICAL CODES THAT GOVERN EACH PARTICULAR TRADE AND THE NATIONAL ELECTRICAL CODE (LATEST EDITION).
2. THE CONTRACTOR SHALL EXAMINE DRAWINGS AND SHALL INSPECT THE EXISTING CONDITIONS OF THE SITE, FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR COMPLYING WITH THE CONTRACT DOCUMENTS.
3. THE DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF THE ELECTRICAL INSTALLATIONS. DETAILS OF PROPOSED DEPARTURES DUE TO ACTUAL FIELD CONDITIONS OR OTHER CAUSES SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION. REWORK OF COMPLETED ITEMS DUE TO IMPROPER FIELD COORDINATION SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. PROVIDE SUFFICIENT ACCESS AND CLEARANCE FOR ITEMS OR EQUIPMENT REQUIRING SERVICING AND MAINTENANCE.
5. THE CONTRACTOR SHALL PREPARE THREE (3) COPIES OF A RECORD AND INFORMATION BOOKLET. THE BOOKLET SHALL BE BOUND IN A THREE RING LOOSE-LEAF BINDER AND INCLUDE ALL ITEMS OF ELECTRICAL EQUIPMENT.
6. UPON COMPLETION OF THE ELECTRICAL INSTALLATION, THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF PRINTS OF THE ELECTRICAL CONTRACT DRAWINGS WHICH SHALL BE LEGIBLY MARKED IN RED TO SHOW ALL CHANGES AND DEPARTURES OF THE INSTALLATIONS COMPARED WITH THE ORIGINAL DESIGN. THEY SHALL BE SUITABLE FOR USE IN PREPARATION OF RECORD DRAWINGS.
7. GUARANTEE: NEW ELECTRICAL INSTALLATIONS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR BEGINNING THE DAY OF THE FINAL ACCEPTANCE OF THE WORK OR BENEFICIAL OCCUPANCY OF THE OWNER, WHICHEVER OCCURS FIRST. THE ABOVE SHALL NOT IN ANY WAY VOID OR ABROGATE EQUIPMENT MANUFACTURER'S GUARANTEE OR WARRANTY. CERTIFICATES OF GUARANTEE SHALL BE DELIVERED TO THE OWNER, UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE ELECTRICAL INSTALLATION DURING THE GUARANTEE PERIOD. NEW REPLACEMENT PARTS SHALL BE FURNISHED AND INSTALLED PROMPTLY AND AT NO COST TO OWNER.
8. ELECTRICAL WORK WHICH WILL INTERFERE WITH THE NORMAL USE OF THE ELECTRICAL SYSTEM IN ANY MANNER SHALL BE DONE AT SUCH TIME OR TIMES AS SHALL BE MUTUALLY AGREED UPON BETWEEN THE CONTRACTOR AND THE AT&T CONSTRUCTION MANAGER.
8. MOUNTING AND SUPPORTING OF EQUIPMENT PROVIDED BY THIS CONTRACTOR SHALL BE COORDINATED WITH AT&T CONSTRUCTION MANAGER IN THE FIELD.

CONDUIT AND BOXES NOTES:

1. CONDUIT BELOW GRADE SHALL BE SCHEDULED 40 PVC UNLESS NOTED OTHERWISE.
2. BOXES (WHETHER OUTLET, JUNCTION, PULL, OR EQUIPMENT) SHALL BE FURNISHED WITH APPROPRIATE COVERS.
3. NO SECTIONALIZED BOXES SHALL BE USED.
4. EMT CONDUIT FITTINGS SHALL BE COMPRESSION TYPE.
5. FIELD CUTS OR GALVANIZED ITEMS SHALL BE BRUSHED WITH MARINE GRADE GALVANIZING.
6. METALLIC OBJECTS EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.

GROUNDING NOTES:

1. GROUND RODS WILL BE 5/8" X 10 FOOT COPPER CLAD NOT LESS THAN 10 FOOT OR MORE THAN 15 FOOT APART AND 6 INCHES BELOW LOCAL FROST DEPTH.
2. CONNECTIONS TO THE GROUND RING, AND PERIPHERAL EQUIPMENT WILL BE MADE VIA EXOTHERMIC PROCESS UNLESS OTHERWISE SPECIFIED.
3. BELOW GRADE GROUND WIRES SHALL BE SOLID BARE COPPER UNLESS OTHERWISE SPECIFIED.
4. METALLIC COMPONENTS ON THE SITE MUST BE GROUNDED TO THE GROUND ROD. THIS INCLUDES STEEL CONDUITS USED TO DELIVER THE BELOW AND POWER UTILITY LINES TO THE SITE OR USED TO PROVIDE ACCESS BY UTILITIES OR CONTRACTORS TO THE VARIOUS CABINETS.
5. WHEN EARTH RESISTANCE TEST INDICATE THAT THE SOIL IS ABOVE MINIMUM ALLOWABLE RESISTANCE, THEN CONTRACTOR SHALL ESTIMATE THE TYPE, NUMBER AND ARRANGEMENT OF EARTH ELECTRODES. CONTRACTOR SHALL ALSO CONSIDER OWNER'S SITE SPECIFIC APPROACHES FOR IMPROVING EARTH RESISTANCE AT THE SITE BY THE METHODS INDICATED BELOW:
 - A. USE MULTIPLE RODS.
 - B. LENGTHEN THE EARTH ELECTRODE.
 - C. TREAT THE SOIL.
 - D. USE CHEMICAL RODS.
6. GROUNDING MATERIALS AND INSTALLATION METHODS SHALL BE DONE IN ACCORDANCE WITH OWNER SPECIFICATIONS.
7. THE CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN FIVE (5) OHMS PER OWNER SPECIFICATIONS.
8. RUN GROUND WIRES IN AN ORGANIZED MANNER C-CAPPING PER OWNER SPECIFICATIONS WHERE POSSIBLE TO REDUCE THE NUMBER OF GROUND WIRES AVOID CROSSING OF WIRES WHENEVER POSSIBLE.
9. INSTALL GROUND WIRES IN A DOWNWARD SLOPE FOR MAXIMUM LIGHTNING PROTECTION.
10. MAINTAIN MINIMUM BENDING RADIUS OF THE GROUNDING WIRES.
11. DO NOT REMOVE MORE INSULATION FROM THE GROUND WIRES THAN NECESSARY WHEN EXOTHERMICALLY WELDING OR CRIMPING. IF EXCESS INSULATION IS REMOVED, THE CONNECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL BE CORRECTED PER THE OWNER PROJECT MANAGER'S DIRECTION.
8. THE CONTRACTOR SHALL MAINTAIN BENCHMARKS, CONSTRUCTION STAKING, AND OTHER ELEVATION CONTROL POINTS AND SHALL REESTABLISH, IF DISTURBED OR DESTROYED, AT NO ADDITIONAL COST TO THE OWNER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND OR RESTORATION OF DAMAGE TO THE EXISTING ACCESS ROADWAY AND ADJACENT SITE AREAS AS A RESULT OF USE DURING CONSTRUCTION. DISTURBED AND DAMAGED AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION OR BETTER UPON COMPLETION OF WORK AT THE EXPENSE OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL REMOVE WASTE, DEBRIS AND TRASH FROM SITE AND DISPOSE OF IN A LEGAL MANNER ON A DAILY BASIS.
11. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION STAGING AREA AND PARKING WITH THE PROPERTY OWNER PRIOR TO THE CONSTRUCTION START DATE.
12. THE CONTRACTOR SHALL NOT INTERFERE W/ THE NORMAL OPERATIONS, ACCESS TO THE WORK AREA SHALL BE AS DIRECTED BY THE FACILITY'S OWNER.
13. THE CONTRACTOR SHALL CONTINUE THEIR OPERATIONS TO THE DESIGNATED AREAS AND SHALL KEEP THE CONSTRUCTION AREA CLEAN, AISLES AND PATHWAYS SHALL BE KEPT UNOBSTRUCTED.
14. THE CONTRACTOR SHALL COORDINATE THE WORK OF VARIOUS TRADES SO AS TO INSURE PROPER SEQUENCING AND INSTALLATION.
7. THE CONTRACTOR SHALL OBTAIN, PAY FOR AND DELIVER REQUIRED PERMITS, CERTIFICATES OF INSPECTION, INCLUDING UTILITY CONNECTION FEES, ETC. REQUIRED BY THE AUTHORITIES HAVING JURISDICTION. DELIVER CERTIFICATES TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.

GENERAL NOTES:

1. THE EXISTING TOPOGRAPHY AND VERTICAL GEOMETRY REPRESENTED ON THESE DRAWINGS IS TO BE VERIFIED BY CONTRACTOR. CONTRACTOR SHALL CONTACT UTILITY LOCATE SERVICES A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION TO IDENTIFY THE EXISTENCE AND LOCATION OF UNDERGROUND AND OVERHEAD UTILITIES AND SERVICES. CONTRACTOR IS TO IMMEDIATELY NOTIFY ENGINEER OF DISCREPANCIES OR INTERFERENCE THAT WILL EFFECT THIS PROJECT. EXISTING UTILITIES SHALL BE PROTECTED AND REPAIRED @ THE CONTRACTOR'S EXPENSE. IF DAMAGED, EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW.
2. DAMAGE TO THE EXISTING FACILITY SHALL BE REPAIRED OR REPLACED TO MATCH EXISTING ORIGINAL CONDITIONS AT THE CONTRACTOR'S EXPENSE.
3. EXISTING INACTIVE UTILITIES, WHICH PROHIBIT CONSTRUCTION, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AS REQUIRED TO ALLOW CONSTRUCTION TO CONTINUE. COORDINATE WITH PROJECT MANAGER, OWNER, AND /OR LOCAL UTILITY COMPANIES FOR APPROVAL.
4. CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER OF THE CONSTRUCTION START WELL IN ADVANCE (MIN. 1 WEEK) OF THE CONSTRUCTION DATE.
5. PROVIDE LABOR, MATERIAL, TOOLS, EQUIPMENT, TRANSPORTATION AND TEMPORARY POWER SERVICES NECESSARY FOR, AND INCIDENTAL TO, COMPLETION OF WORK AS INDICATED ON THE DRAWINGS AND/OR AS SPECIFIED HEREIN.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL MATERIALS AS REQUIRED FOR COMPLETE SYSTEMS, INCLUDING PARTS OBVIOUSLY OR REASONABLY INCIDENTAL TO A COMPLETE INSTALLATION, WHETHER SPECIFICALLY INDICATED OR NOT. SYSTEMS SHALL BE COMPLETELY ASSEMBLED, TESTED, ADJUSTED AND DEMONSTRATED TO BE READY FOR OPERATION PRIOR TO OWNER'S ACCEPTANCE.
7. THE CONTRACTOR SHALL OBTAIN, PAY FOR AND DELIVER REQUIRED PERMITS, CERTIFICATES OF INSPECTION, INCLUDING UTILITY CONNECTION FEES, ETC. REQUIRED BY THE AUTHORITIES HAVING JURISDICTION. DELIVER CERTIFICATES TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.

SHEET TITLE
GENERAL
NOTES
SHEET NUMBER
N-1

CRAN_RIND_KAZOO_040
OML06642F_R01-USID 184544-NODE #05
APPROXIMATE ADDRESS - 6050 WESTNEDGE AVE
PORTAGE, MI 49002 - KALAMAZOO COUNTY
SMALL CELL

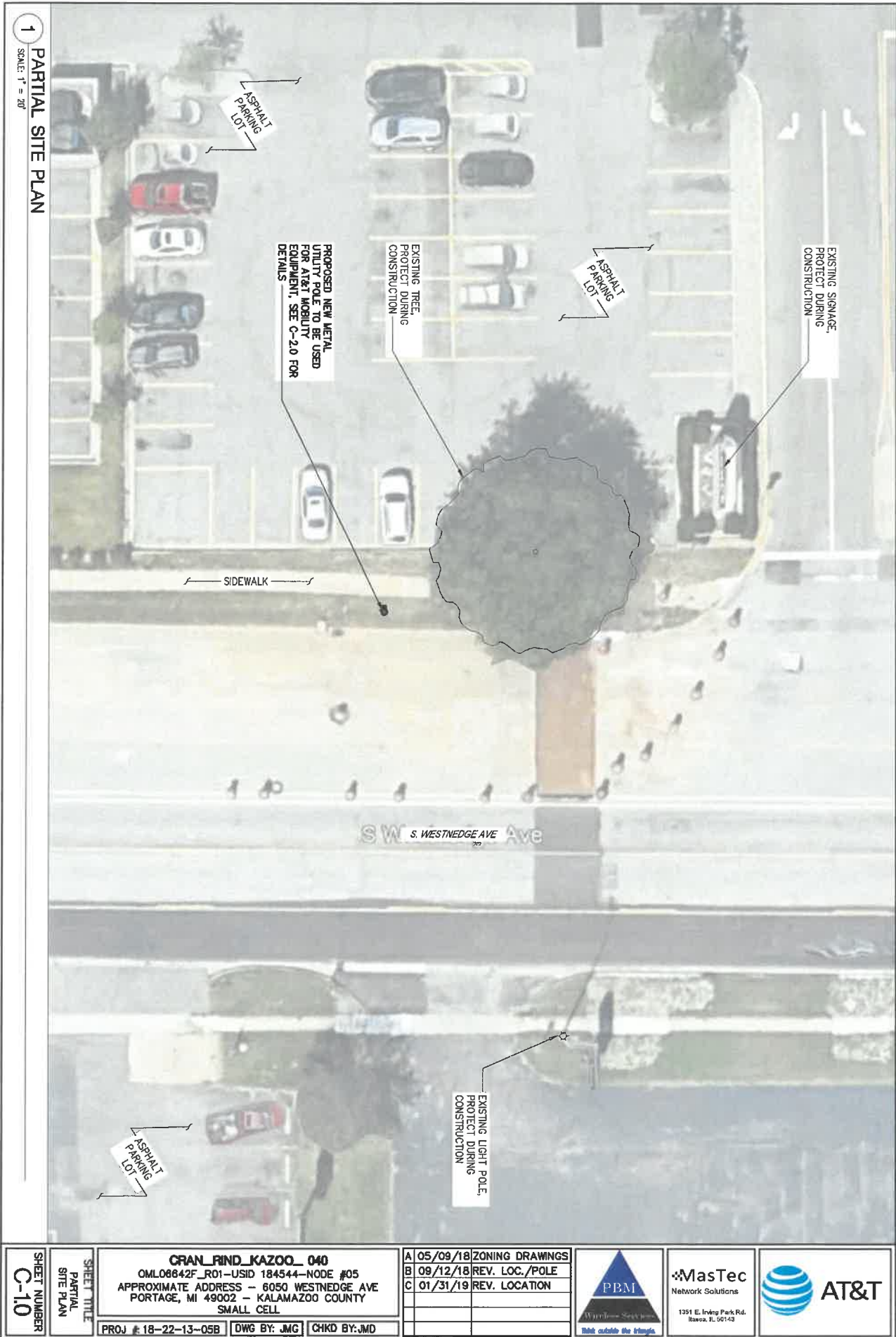
PROJ #: 18-22-13-05B DWG BY: JMG CHKD BY: JMD

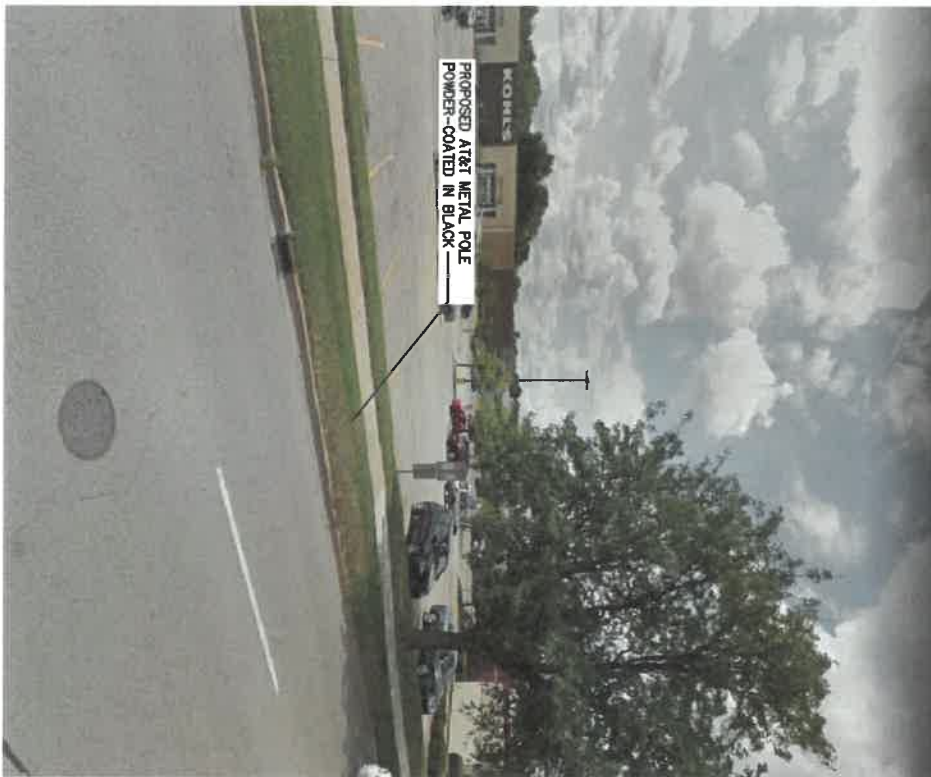
A 05/09/18 ZONING DRAWINGS
B 09/12/18 REV. LOC./POLE
C 01/31/19 REV. LOCATION



MasTec
Network Solutions
1351 E. Indigo Park Rd.
Boca, IL 50143

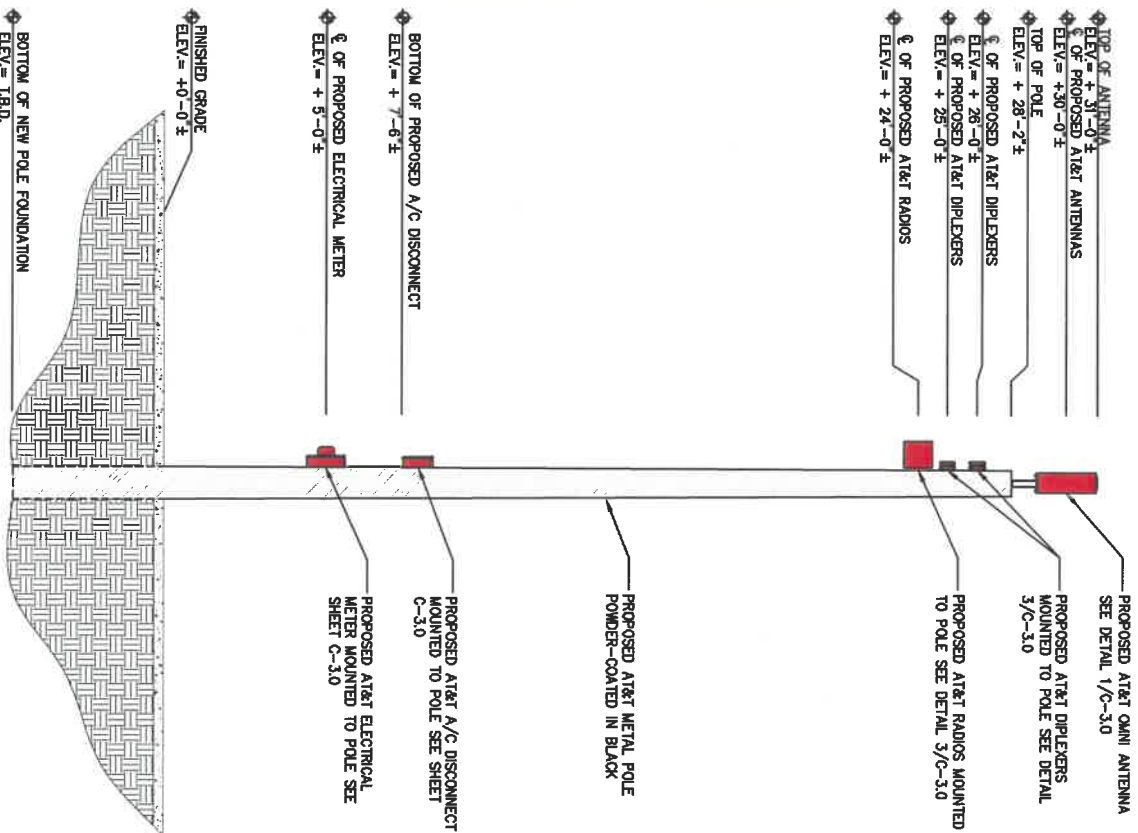






A POLE LOCATION PHOTO

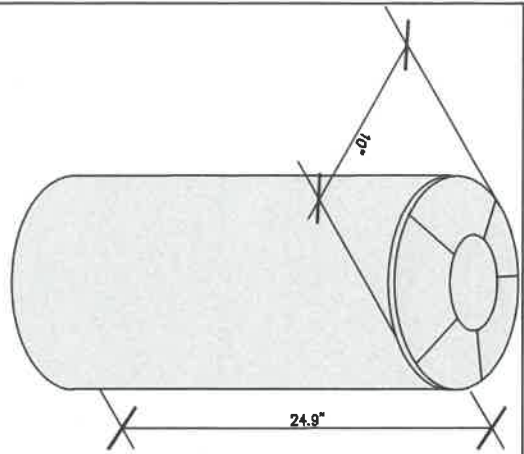
SCALE: NOT TO SCALE



1 POLE ELEVATION

SCALE: 1/4" = 1'-0"

SHEET NUMBER C-20	SHEET TITLE POLE ELEVATION	CRAN_RIND_KAZOO_040 OML08642F_R01-USID 184544-NODE #05 APPROXIMATE ADDRESS - 6050 WESTNEDGE AVE PORTAGE, MI 49002 - KALAMAZOO COUNTY SMALL CELL	A 05/09/18 ZONING DRAWINGS			
			B 09/12/18 REV. LOC./POLE C 01/31/19 REV. LOCATION			
PROJ # 18-22-13-05B			DWG BY: JMC	CHKD BY: JMD		



ISOMETRIC VIEW

MANUF:	GALTRONICS
PART #	GQ2410-06621
HEIGHT:	24.9"
DIAMETER:	10"
WEIGHT:	16.3 LBS

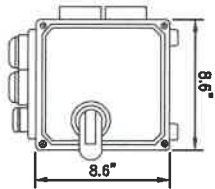
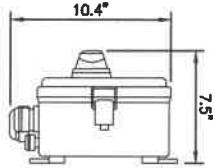
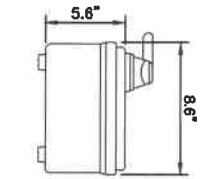


LINK TO PRODUCT SPECIFICATION SHEET

1 GALTRONICS OMNI CANISTER ANTENNA

SCALE: NONE

GALTRONICS GQ2410-06621 OMNI ANTENNA

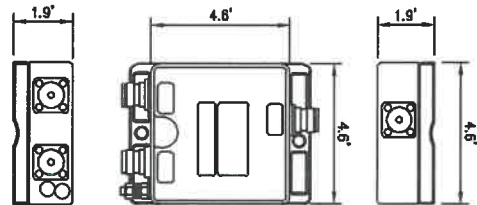


MANUF:	RAYCAP
PART #	RSCAC-6533-P-120-D
WEIGHT:	2.25 LBS

4 RAYCAP - RSCAC-6533-P-120-D

SCALE: NONE

AC DISCONNECT W/ SURGE SUPPRESSOR



MANUF:	COMSCOPE
PART #	CBC1923-4310
WEIGHT:	2.6 LBS

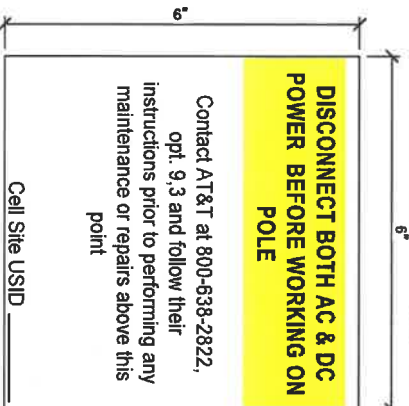


LINK TO PRODUCT SPECIFICATION SHEET

2 COMSCOPE CBC1923-4310

SCALE: NONE

COMBINER/DUPLEXER

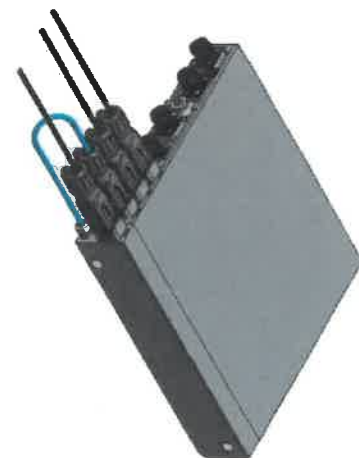


SIGNAGE "A"

5 CAUTION SIGNAGE

SCALE: NONE

CAUTION SIGNAGE



ISOMETRIC VIEW

MANUF:	NOKIA
PART #	4T4R
HEIGHT:	11.6142"
DEPTH:	2.16335"
WIDTH:	10.6295"
WEIGHT:	32.6 LBS

3 NOKIA 4T4R RRH

SCALE: NONE

REMOTE RADIO HEAD



SIGNAGE "B"

NOTES:

1. G.G. TO PLACE SIGNAGE "A" ON THE FACE OF THE POLE, ON OR NEAR THE DISCONNECT AT EYE LEVEL.
2. G.G. TO PLACE SIGNAGE "B" ON THE DISCONNECT SWITCH FOR THE RRH'S POWER FEED.

SHEET NUMBER C-3.0	EQUIPMENT DETAILS	SHEET TITLE CRAN_RIND_KAZOO_040 OML08642F_R01-USID 184544-NODE #05 APPROXIMATE ADDRESS - 6050 WESTNEDGE AVE PORTAGE, MI 49002 - KALAMAZOO COUNTY SMALL CELL	A 05/09/18 ZONING DRAWINGS			
			B 09/12/18 REV. LOC./POLE			
			C 01/31/19 REV. LOCATION			
			PROJ # 18-22-13-05B DWG BY: JMG CHKD BY: JMD			

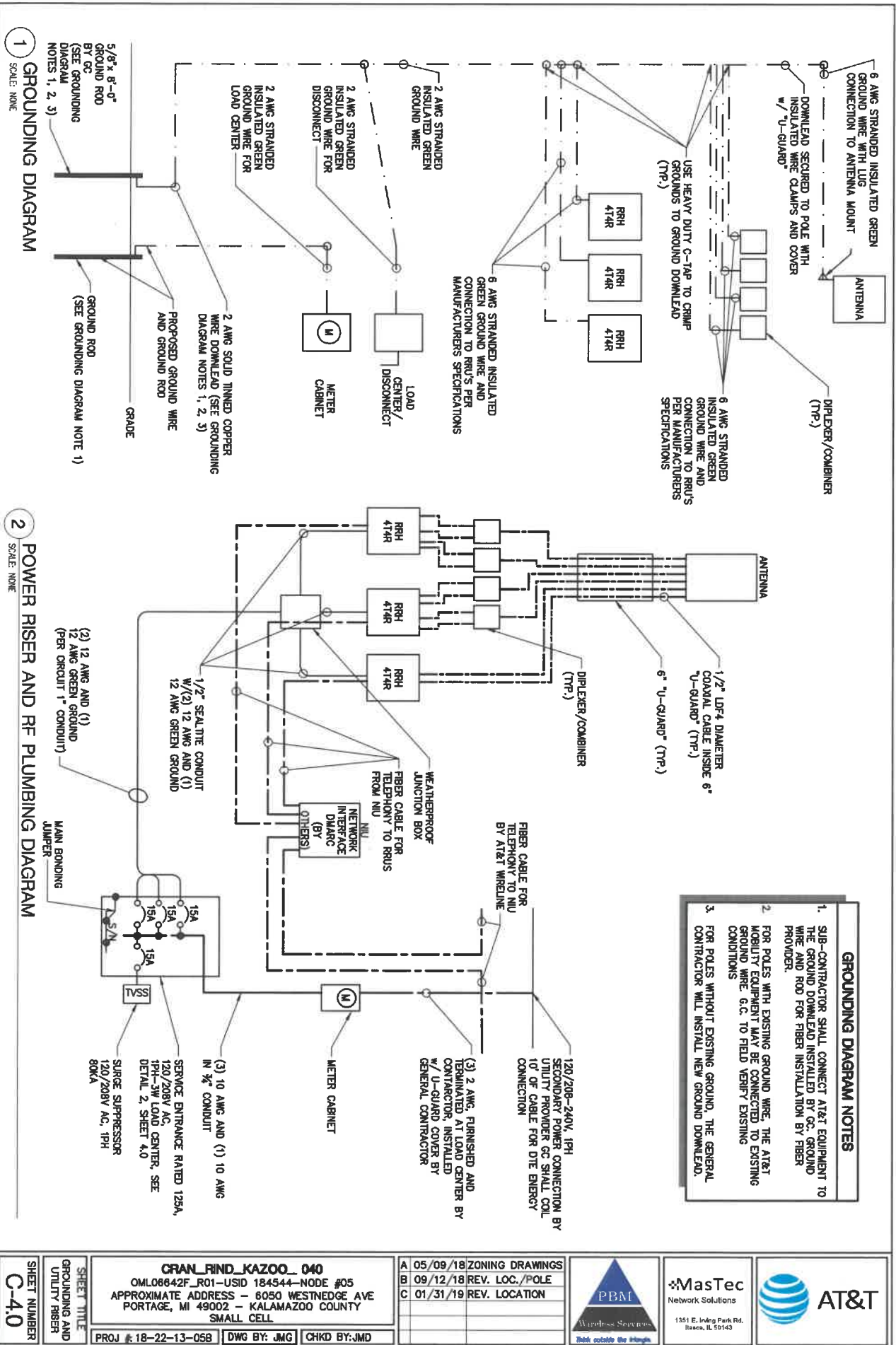


EXHIBIT B

BOND

DAS / Small Cell License Agreement Bond

Bond #09285279

KNOW ALL MEN BY THESE PRESENTS, That we New Cingular Wireless PCS, LLC, 107 Mariner Drive, Michigan City, IN 46360, as Principal, and Fidelity and Deposit Company of Maryland incorporated under the laws of the State of Maryland, with its Home Office at 1299 Zurich Way, Schaumburg, IL 60196 as Surety, are held and firmly bound unto the City of Portage, 7900 South Westnedge Ave, Portage, MI 49002, as Oblige, in the penal sum of Fifty Thousand and NO/100 Dollars (\$50,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

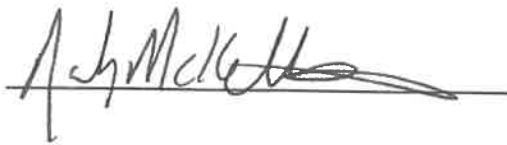
WHEREAS the above bound Principal contemplates constructing communications facilities in the public right of way within the jurisdiction of said Oblige, and has entered into a License Agreement with said Oblige for this purpose. The above mentioned License Agreement sets forth the terms and conditions which govern the access and use of the right of way and said License Agreement is hereby specifically referred to and made part of this Bond, with like force and effect as if herein at length set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall perform in accordance with the aforesaid License Agreement, and make all payments as required under the License Agreement, duly performs all other covenants and conditions of the License Agreement to include maintaining the premises and timely removal of equipment, then this obligation shall be void, otherwise to remain in full force and effect subject to the provisions of this Bond.

THE LIABILITY HEREUNDER may be terminated (a) by written notice from Surety to Oblige that liability shall terminate upon expiration of ninety (90) days from the date of such notice or (b) upon written cancellation from Oblige addressed to Surety.

SIGNED, SEALED AND DATED this 13th day of June, 2018.

WITNESS



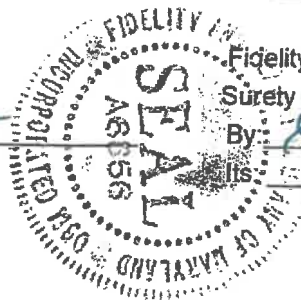
New Cingular Wireless PCS, LLC
By AT&T Mobility Corporation its manager
Principal

By: Stacy Roth
Its: Stacy Roth
Assistant Treasurer



WITNESS





Fidelity and Deposit Company of Maryland
Surety
By: Heidi A. Notheisen
Its: Heidi A. Notheisen, Attorney in-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
City of St. Louis } ss.

On this 13th day of June, 2018, before me personally
appeared Heidi A. Notheisen, known to me to be the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.

My Commission Expires: 09/05/2021
(Seal)





Leah L. Juenger
Notary Public in the State of Missouri
City of St. Louis
Commission # 17302084

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Brittany D. CLAVIN, all of St. Louis, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of April, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:


*Assistant Secretary
Joshua Lecker*


*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8. of the By-Laws of the Companies is still in force.

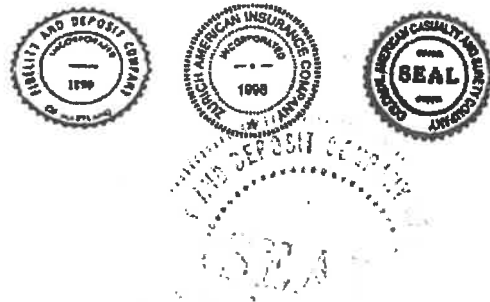
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.
this 13th day of June, 2018.



David McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Exhibit C
Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2018

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com	CONTACT NAME: US Centralized Services PHONE (A/C, No. Ext): 866-966-4664 FAX (A/C, No): E-MAIL ADDRESS: Att.CertRequest@marsh.com
018566-GAW-CRT-18-19 X X JPaint X	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	NAIC # 24147

COVERAGES **CERTIFICATE NUMBER:** CHI-008986156-04 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		MWZY 313636	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB 313635 MWZX 313637 (MI)	06/01/2018 06/01/2018	06/01/2019 06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		MWC 313638 00	06/01/2018	06/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers' Compensation / Employers' Liability		MWXS 313639 (OH, WA) See Second Page	06/01/2018	06/01/2019	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Coverage provided New Cingular Wireless PCS, LLC, and it's contractors for installation of Small Cell/CRAN equipment and antennas in the City of Portage public right of way on new or existing street lights, utility poles, or other wireless support structures.

City of Portage is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 313639 (OH-WA)
Self-Insured Retentions
OH & WA - \$500,000,000 (except Terrorism)
OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 313637 (MI)
Combined Single Limit - \$1,000,000
Self-Insured Retention - \$1,000,000

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Exhibit D

Rules, including Fee Schedule

EXHIBIT D

RULES ON LOCATION AND DESIGN OF SMALL CELL/DAS FACILITIES

1. Location on existing poles, structures and buildings is preferred over construction of new antenna support structures, and require the following:
 - A. Written permission from the owner of the support structure must be submitted to the city.
 - B. The replacement of an existing support structure shall be permitted if it matches the appearance of the support structure.
 - C. Location will be not permitted on city traffic signal poles or mast arms.
 - D. Antennas shall not project more than five feet above the top of a support structure.
 - E. Antennas mounted on the side of a support structure shall be flush mounted to the support structure or not extend more than twelve (12) inches horizontally from the support structure.
 - F. Accessory antenna equipment shall be located in a fully enclosed, locked box or similar enclosure located below grade, or if mounted on the support structure, at least 15 feet above grade. Accessory antenna equipment shall also be located on the support structure parallel to the support structure as opposed to perpendicular.
 - G. Not more than two Small Cell or DAS installations per support structure including two antennas per installation, are permitted without specific consent from the city.
 - H. There must be at least 400 feet between a small cell/DAS facility and any other such facility.
 - I. All Small Cell/DAS facilities must comply with local electrical and mechanical code of ordinances.
2. If location on an existing pole, structure or building is not possible or technically feasible, the applicant must provide:
 - A. (i.) Written confirmation from the owner of support structures within a radius of one hundred feet (100') around the proposed location as to why the support structure each of them owns is not available for installation for the Small Cell/DAS facilities;

(ii.) Written confirmation from the adjacent private property owners within a radius of one hundred feet (100') of the proposed site as to why the location on any existing support structure on their property is not feasible; or
 - B. A written explanation of the reasons another antenna support structure is a technically infeasible location for the Small Cell/DAS facilities;
 - C. Where location on an existing pole, structure or building is determined not feasible, the following shall apply to new support structures:
 - i. New antenna support structures shall not exceed 35 feet in height
 - ii. New antennasupport structures shall not create a vision obstruction at street intersections and access driveways (i.e. no support structures within a 25-

foot clear vision triangle at street intersections and a 10-foot clear vision triangle at access drives.

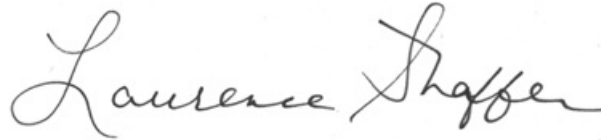
- iii. All antenna support structures shall be located at least 18 inches from the back of curb or pavement edge and 18 inches from the inside of a public sidewalk.
 - iv. New antenna support structures shall be made of metal and powder-coated with black paint, consistent with city standards for traffic signal poles and mast arms, or galvanized steel painted neutral color matching other poles and structures in the surrounding area.
 - v. New antenna support structures shall not be located where existing utilities are located underground, or in residential zoning districts, except where the applicant can demonstrate in writing that no other options are available. In the case where the applicant demonstrates to the satisfaction of the city that there are no other options, unless the city grants a waiver of them, the following standards shall apply:
 - a. (i.) Antenna support structures shall incorporate a low profile stealth design, consistent with a decorative light pole or;
(ii.) Any accessory antenna equipment shall be located below grade, or utilize a design where the equipment is painted to match the support structure and cables and wires are internal to the support structure, and Poles shall be similar to the low profile design illustrated in the attached photo.
 - b. No new antenna support structure shall be located in the ROW adjacent to an existing parcel with an existing residential dwelling. Support structures shall otherwise be located adjacent to non-residential uses such as churches, day care centers, public utility buildings, public or private storm water retention areas and similar uses.
 - c. Not more than two Small Cell/DAS installations including two antennas per installation are permitted.
 - d. There must be at least 400 feet between a support structure housing any Small Cell/DAS facility and any other such support structure.
 - e. All Small Cell/DAS facilities must comply with local electrical and mechanical code of ordinances.
3. Fees: Each Small Cell/DAS site will require a separate fee and only two antenna per site per carrier is permitted. This fee structure provides incentives for location on existing poles, structures and buildings and discourages antennas in residential areas or areas where utilities are located underground. The following fee schedule shall apply:
- A. \$500/year for access to the city's rights-of-way;
 - B. \$600/year for each city-owned support structure used as a Small Cell/DAS location;
 - C. \$1,200/year for antennas on new support structures; and
 - D. \$2,400/year for antennas on new support structures in residential areas or areas where utilities are otherwise located underground.
 - E. The above fees shall be due annually to the City of Portage on July 1st.

4. All road and right-of-way restoration is the responsibility of the applicant and/or contractor.
5. With respect to any site authorized after the date of adoption of a new rule, Licensee shall comply with any amendment to these Rules with thirty (30) days written notice of adoption.
6. If any provision contained in these Rules conflicts with any provision contained in a DAS/Small Cell License Agreement between a Licensee and the City, the provision contained in these Rules shall control.



TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: MDOT Contract #19-5031 (Romence Road Reconstruction - Oakland Drive to Constitution Boulevard)

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Approve Contract #19-5031 between the Michigan Department of Transportation and the City of Portage for reconstruction of Romence Road from Oakland Drive to Constitution Boulevard and adopt a Resolution authorizing the City Manager to sign all documents related to the project on behalf of the city.

The FY 2018–2019 Capital Improvement Program (CIP) budget contains a project for the reconstruction of Romence Road from Oakland Drive to Constitution Boulevard, including concrete sidewalk, ramps, curb and gutter, hot mix asphalt and replacement of water main. Major street reconstruction projects are selected based on pavement condition, average daily traffic, federal aid eligibility, as well as potential development activities adjacent to the project area.

On May 8, 2018, Abonmarche Consultants, Incorporated was awarded an engineering service contract for design and construction engineering for this project. Because the project is partially funded by Federal Surface Transportation funding, the Michigan Department of Transportation (MDOT) is involved as a facilitator. The bid opening by MDOT for the construction is scheduled on March 1, 2019. MDOT requires that an agreement with the local government agency be executed prior to construction award. The estimated total cost of the project is \$1,325,000, with \$200,000 in Federal Surface Transportation funds. The balance of \$1,125,000 will be funded by the FY 2018-2019 Major Streets and Water Capital Improvement Program budgets. Following the contract award by MDOT, construction will likely commence in spring 2019, with completion in summer 2019.

Therefore, it is recommended that City Council approve Contract #19-5031 between the Michigan Department of Transportation and the City of Portage for reconstruction of West Milham Avenue (Oakland Drive to South Westnedge Avenue), adopt a Resolution authorizing the City Manager to sign Contract #19-5031 and authorize the City Manager to sign all documents related to the project on behalf of the city.

FUNDING: The estimated total cost of the project is \$1,325,000, with \$200,000 in Federal Surface Transportation funds. The balance of \$1,125,000 will be funded by the FY 2018-2019 Major Street and Water Capital Improvement Program budgets.

Attachments: 1. MDOT Resolution 19-5031

CITY OF PORTAGE

Resolution

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall in said City on the _____ day of _____, 2019 at 7:00 p.m., local time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following resolution was offered by Councilmember _____ and seconded by Councilmember _____.

RESOLVED, the City Council for the City of Portage, does hereby authorize the City Manager, Laurence Shaffer, to sign contract 19-5031 between the City of Portage and the Michigan Department of Transportation. This contract is for reconstruction work along Romence Road Avenue from Oakland Drive to Constitution Boulevard, including concrete sidewalk, ramps, curb and gutter, hot mix asphalt, and water main replacement; and all together necessary related work.

ADOPTED: YEAS:

NAYS:

ABSENT:

Adam Herringa, City Clerk

CERTIFICATION

I hereby certify this _____ day of _____, 2019 that the foregoing is a true and complete copy of the original on file in my office.

Adam Herringa, City Clerk

APPROVED AS TO FORM

DATE 2-21-19

119
CITY ATTORNEY

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: City Sign Replacement - Bid Tabulation

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: Award a construction contract to Valley City Sign Company of Comstock Park, Michigan, in the amount of \$141,060 for removal and replacement of 30 City of Portage building identification, park identification and wayfinding signs at various locations throughout the city, and authorize the City Manager to sign all documents related to the contract on behalf of the city.

The approved FY 2018-2019 Capital Improvement Program (CIP) budget includes a City Sign Replacement project with a budget of \$230,000 for new building and park identification signs, wayfinding signs, as well as trailhead and park lectern signs. Implementation of this project is consistent with the City of Portage Natural Place to Move re-branding effort and the city sign design accomplished in 2017 (approved sign designs attached).

The first phase of this project will involve replacement of 30 signs: five building identification signs, which include new signs at City Hall, Public Safety, Fire Station No. 3 and Public Services; 16 city park identification signs; and nine wayfinding signs, two in South Westnedge Park and seven in the City Centre. Attached are maps that show the locations of the 30 signs proposed with the first phase of this project. The second phase is slated to be implemented prior to the end of 2019 and will include trailhead and park lectern signs.

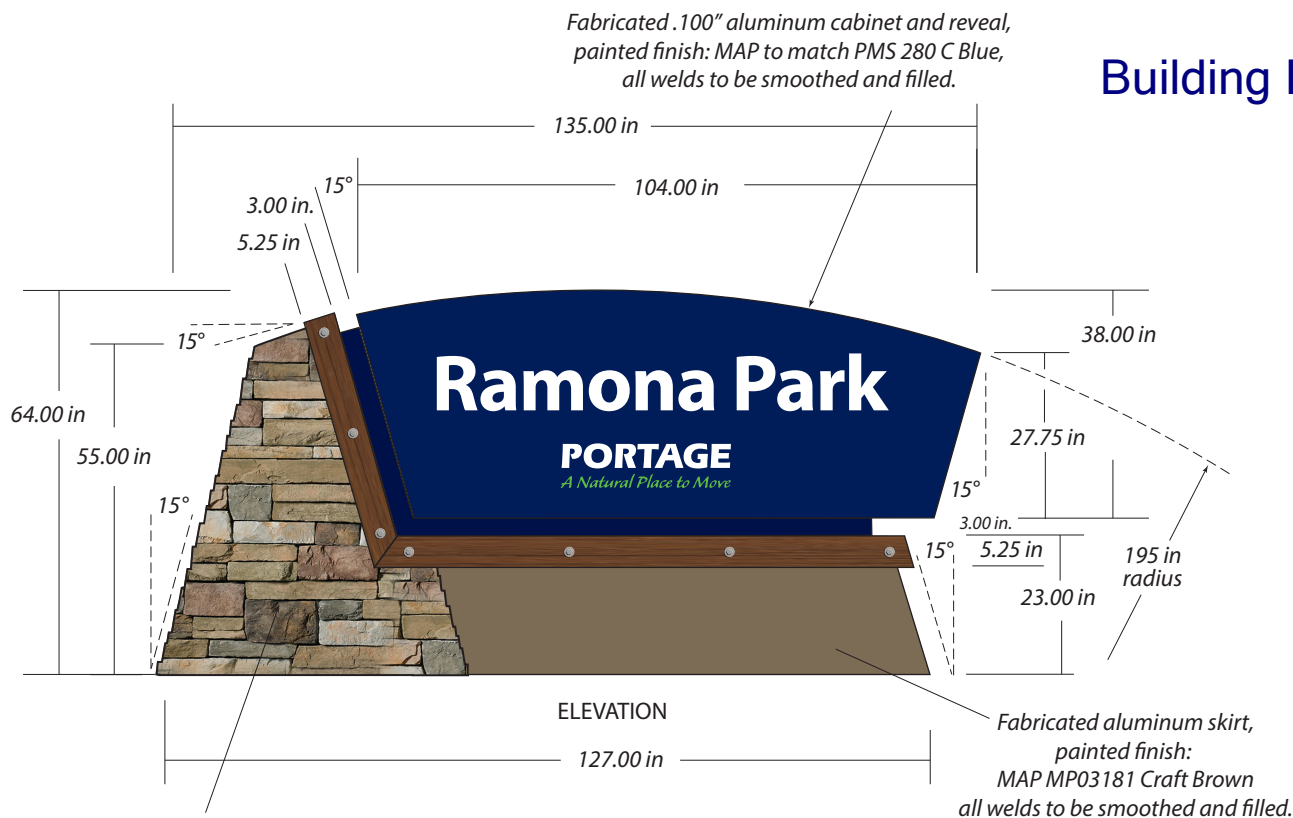
On February 14, 2019, five bids were received for the removal of existing signs and installation of the 30 new signs noted above. The low bid in the amount of \$141,060 was submitted by Valley City Signs of Comstock Park, Michigan. Valley City Sign performed the design work for the new city signs and the city's experience working with this company was very positive. Several references were called upon regarding the firm's sign construction work and positive feedback was received.

Therefore, it is recommended that City Council award a construction contract to Valley City Signs Company in the amount of \$141,060 and authorize the City Manager to sign all other documents related to the contract on behalf of the city. If approved, the work would commence in spring 2019.

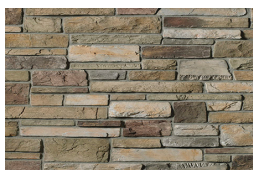
FUNDING: FY 2018-19 Capital Improvement Fund City Sign Replacement Project - total budget is \$230,000. Funding for first phase (30 signs) is \$141,060.

- Attachments:**
1. City Sign Replacement - detailed drawings
 2. City Sign Replacement - location maps
 3. Bid Tabulation

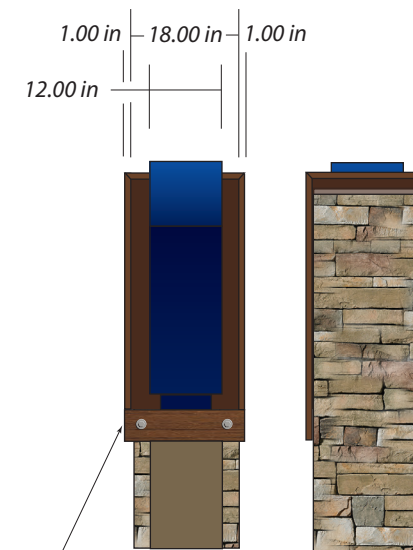
Building ID and Primary Park Signs



Sign base to be cladded with culture stone: Creative Mines Pearl Grey Peak Ledge. Grouting between stones is required for durability.



Surface applied vinyl park name lettering and city logo.
Myriad Pro Bold typeface text for park name.
See message schedule for each park name.
Letter size can vary due to length of park name.
Use this layout as a guide, try to keep proportion the same between park name and city logo.
(electronic file to be provided).



SIDE VIEWS

5 1/4" x 1" Trex decking, Spiced Rum, mitre cut corners, attached with counter sunk 1/2" bolts and washers, corrosive resistant.

Cultured Stone Veneer	Trex Decking Spiced Rum	MAP MP03181 Craft Brown
Boral Stone: Bucks County Country LedgeStone		
3M White #7725-10	Apple Green Scotchcal #7725-196	MAP to match PMS 280 Blue

DRAWING #164,414A

SCALE: 3/8" = 1'-0"

TWENTY ONE (21) EXTERNALLY ILLUMINATED PARK DOUBLE-SIDED MONUMENT SIGNS REQUIRED

PROJECT: City of Portage

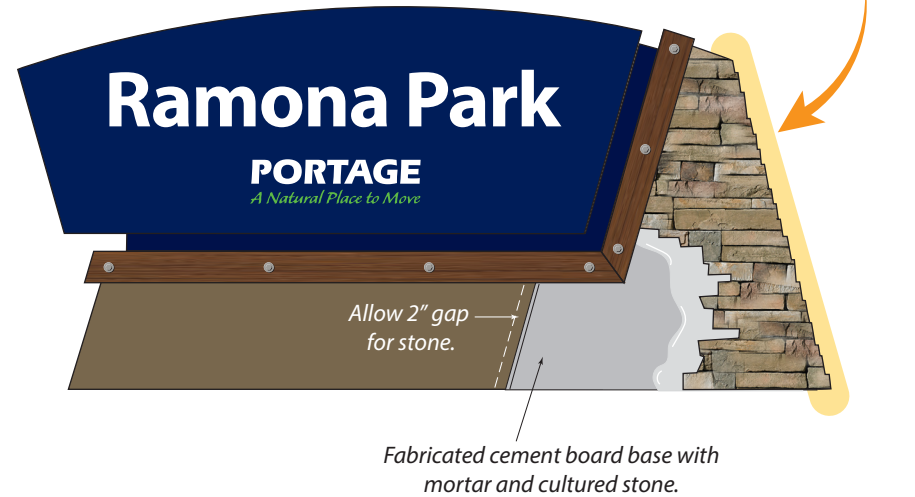
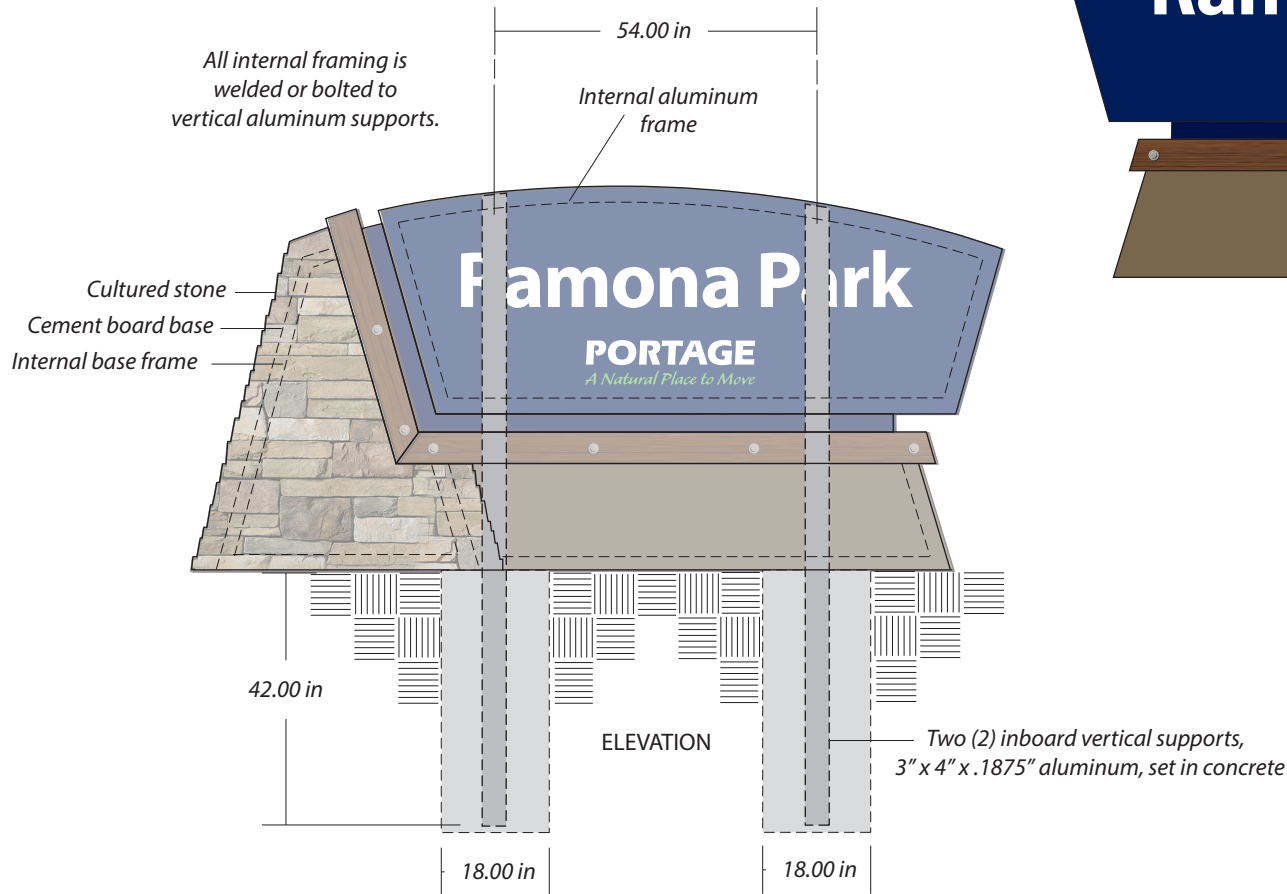
PHOTOSCAN (S): No	DESIGNER: SV
DATE: 10.20.17	REVISIONS: SV
HOURS: 4.5+25	SALES: MC

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An Employee Owned Company

CUSTOMER SIGNATURE

5009 West River Drive • Comstock Park, MI 49321 • Ph.616.784.5711 • Fax.616.784.8280 • www.valleycitysign.com

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SCALE: 3/16" = 1'-0"

See copy schedule for complete list of city parks and buildings.

DRAWING #164,414A

SCALE: 3/8" = 1'-0"

TWENTY ONE (21) NON-ILLUMINATED DOUBLE-SIDED BUILDING IDENTIFICATION AND PARK SIGNS REQUIRED

PROJECT: **City of Portage**

PHOTOSCAN (S): **No** DESIGNER: **SV**

DATE: **10.20.17** REVISIONS: **SV**

HOURS: **4.0+25** SALES: **MC**

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Exterior Lighting Millennium Park Sign

5250



Aluminum

50 W max (halogen)

MR-16 Lamp or LED

LN-20 BAB/FG Std

7 3/4"

6 3/4"

5251



Aluminum

50 W max (halogen)

MR-16 Lamp or LED

LN-20 BAB/FG Std

7 3/4"

6 3/4"

5252



Aluminum

50 W max (halogen)

MR-16 Lamp or LED

LN-20 BAB/FG Std

7 3/4"

6 3/4"

5250 / 5251 / 5252	
HOUSING/LENS COVER	
» Die-cast copper-free aluminum	
» Silicone O-ring gasket	
» Superior weather-tight seal	
» Suspended in 6" ABS well	
FINISH	
» Polyester powder-coated finish. See ordering information for available colors.	
SOCKET/LAMP HOLDER	
» Proprietary ceramic socket	» Stainless steel springs
» Nickel contacts	» Teflon-jacketed wire leads
LENS	
» Clear	» Soda-lime glass
» Tempered	» For optical effect lenses, see ordering information.
» Shock- and heat-resistant	
OPTICS/AIMING	
» Adjustable and lockable lamp bracket	
» ±25° of tilt	
» 360° rotation of housing	
» ±45° of tilt with housing bracket	

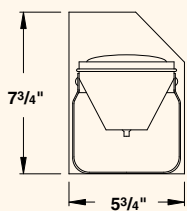
ALL
LAMP TYPE
» Standard lamp included with fixture. For other lamp and wattage options see Lamp Guide, pages 128-130.

5240 / 5242
HOUSING
» Silicone Rubber lamp holder
» Suspended in 5" ABS well
FINISH
» Black only
LAMP CONNECTION
» Screw terminal spade connectors
» Socket not required
OPTICS/AIMING
» ±45° of tilt with housing bracket

ALL
PHOTOMETRICS
» For photometric data, see pages 131-149.
MOUNTING
» In-grade
» Mounting accessories not required
FASTENERS
» Stainless steel fasteners
WIRING
» Prewired with a three-foot pigtail of 18-2 direct-burial cable and underground connectors for a secure connection to the supply cable.

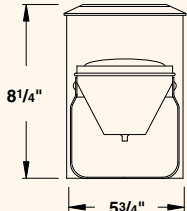
5240

Silicone Rubber | 50 W max | PAR36 Lamp | LN-7558 Std



5242

Silicone Rubber | 50 W max | PAR36 Lamp | LN-7558 Std



LED SPECIFICATIONS Look for this mark on products where LED options are available.

LED Lamp	Integrated LED
High Output Plug-in LED lamp with Vista exclusive smart-driver, powered to operate for 30,000 hours with an operating voltage of 9-15 VAC. See page 128 for extended specifications and options.	High Output LED lamp assembly with Vista exclusive smart-driver, powered to operate for 50,000 hours with an operating voltage of 9-15 VAC. See page 130 for extended specifications and options.

ORDERING INFORMATION *Select appropriate choice from each column* **example: GW-5281-B-BAB/FG-CBL**

Mounting	No.	Finish	Lamp	Lenses/Accessories
GW In-grade	5250 5251 5252	B Black Z Architectural Bronze* DZ Dark Bronze LZ Light Bronze SB Special Bronze G Verde P Pewter BR Architectural Brick GT Granite TC Terracotta R Rust HG Hunter Green M Mocha WB Weathered Bronze WI Weathered Iron W White	LAMP See reference codes, pages 128-130 INTEGRATED LED See reference codes, page 130, group F	CBL Convex Cool-Blue Lens CFR Convex Frosted Lens SL Flat Spread Lens DBL Flat Dark Blue Lens GL Flat Dark Green Lens RL Flat Red Lens YL Flat Amber Lens HL Honeycomb Louver
	5240	B Black	See reference codes, pages 128-130	CL Clear Tempered Lens Cover DL Directional Grate Cover BD Bi-directional Grate Cover
	5242	B Black	See reference codes, page XX	

NOTE: not all accessories are available for all fixtures. See footnotes below before ordering.
* Not available for fixtures with composite polymer housings.
Fixtures shipped with standard lamp, unless otherwise specified, and with specified mounting hardware.



INSTALLATION INSTRUCTIONS

FOR USE ONLY WITH LOW VOLTAGE LANDSCAPE POWER UNITS THAT DO NOT EXCEED 25 AMPS, 15 VOLT MAXIMUM.

WARNING: Luminaires must be installed in accordance with the National Electrical Code (NEC) and local codes. Failure to do so will void the warranty and may result in serious injury and/or damage to the luminaire.

SAFETY WARNING: Luminaire can become very hot depending on lamp wattage used. Lens and metal around lamp can become hot enough to blister hands. Particular care should be taken not to locate luminaires where small children can reach them if high wattage lamps are used.

WARNING: Debris must be kept clear from top and interior of in-grade fixtures. Excessive heat could occur that may create a fire hazard and/or harm the fixture components. Specific attention must be made to never install in-grade fixtures in mulch, wood chips or other potentially ignitable materials. For installation in potentially ignitable materials, such as mulch and wood chips, installer must use an above-grade mounted fixture. **FAILURE TO DO SO WILL VOID THE WARRANTY AND MAY RESULT IN SERIOUS INJURY AND/OR DAMAGE TO THE FIXTURE AND/OR PROPERTY.**

LUMINAIRES ARE NOT TO BE INSTALLED WITHIN 10 FT. (3.05M) OF A POOL OR SPA. SECONDARY CABLE IS NOT TO BE BURIED MORE THAN 6". WHEN USING MULTIPLE LUMINAIRES, LOAD IS NOT TO EXCEED THE TOTAL WATTS OF TRANSFORMER RATING. DO NOT USE EXTENSION CORDS ON POWER UNITS.

NOTE: Always use UL recognized wire connectors for connections.

NOTE: Save these instructions for future reference.

LUMINAIRE MOUNTING:

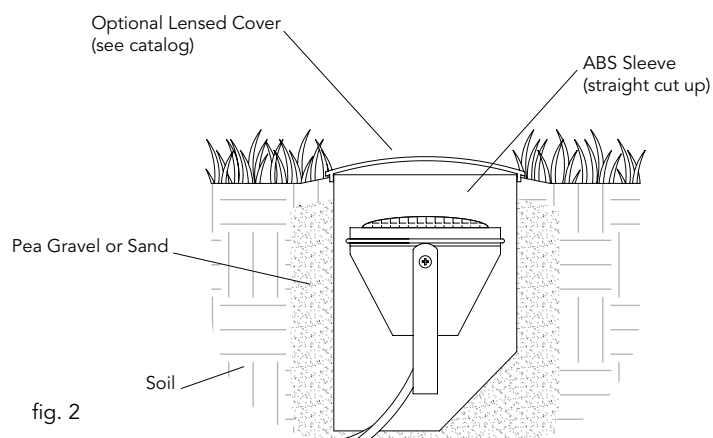
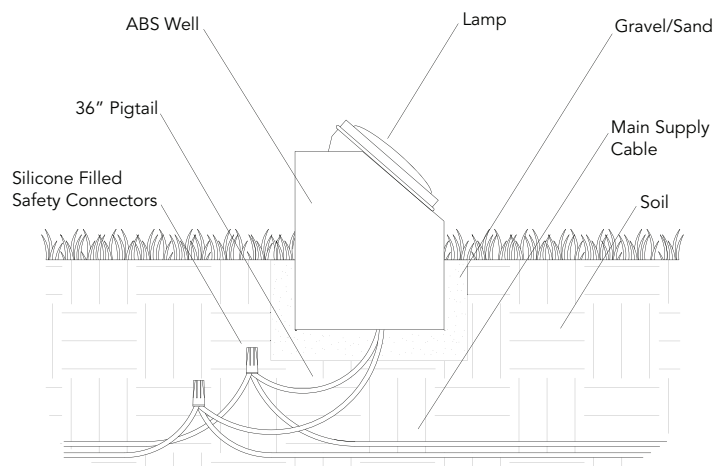
PRECAUTION: Luminaire is not submersible and adequate drainage must be provided during installation. It is recommended that the luminaire be surrounded by 3" to 4" of pea gravel or sand to assure proper drainage. Top of luminaire must be above grade so rain and irrigation water can not accumulate for long periods of time.

1. To prevent electrical shock, disconnect transformer from electrical supply before installation or service.
2. With a screwdriver, loosen terminal screws located on the back of the PAR-36 lamp.
3. Connect lamp holder leads (blue spade connector) to lamp terminals and tighten screws.
4. Coat screws with silicone grease.
5. Install lamp into black silicone rubber lamp holder.
6. Dig hole approximately 11" diameter by 11" deep. This allows approximately 3" of pea gravel or sand to surround the ABS sleeve.

NOTE: ABS sleeve is reversible. Straight cut end allows flush ground mounting. Angle cut end requires the top three (3) inches to be installed above ground for vertical aiming. See fig. 2

7. Place luminaire with support bracket inside ABS sleeve and adjust angle with adjusting screw on side of support bracket. Push luminaire and support bracket down to desired level.
8. Run wire pigtail through bottom of ABS sleeve and strip the two (2) leads from the luminaire wire. Using the two (2) silicone filled safety connectors (provided), connect the leads from the luminaire to the main supply cable leads.

cont...





INSTALLATION INSTRUCTIONS

NOTE: Luminaires are supplied with 36" of 18-2 cable pigtail for secure connection to the main supply cable. The wire is to be protected by routing in close proximity to the luminaire. The wiring should be buried a maximum depth of 6 inches (15.2 cm) in order to connect to the main supply cable.

NOTE: There are two knockouts on the bottom of the rubber lamp holder which should be removed to provide proper ventilation for lamp and for drainage of any water which may seep in. Removing knockouts and providing proper ventilation will prolong the life of the lamp.

9. Backfill hole after installation with pea gravel or sand.

10. Provide power to the luminaire and check for proper operation.

IMPORTANT SAFETY INSTRUCTIONS THE LIGHTED LAMP IS HOT!

WARNING: TO REDUCE THE RISK OF FIRE, OR INJURY TO PERSONS:

1. Turn off/unplug and allow to cool before replacing lamp.
2. Lamps get hot quickly! Contact only switch/plug when turning on.
3. Do not touch hot lens, guard or enclosure.
4. Keep lamp away from material that may burn.

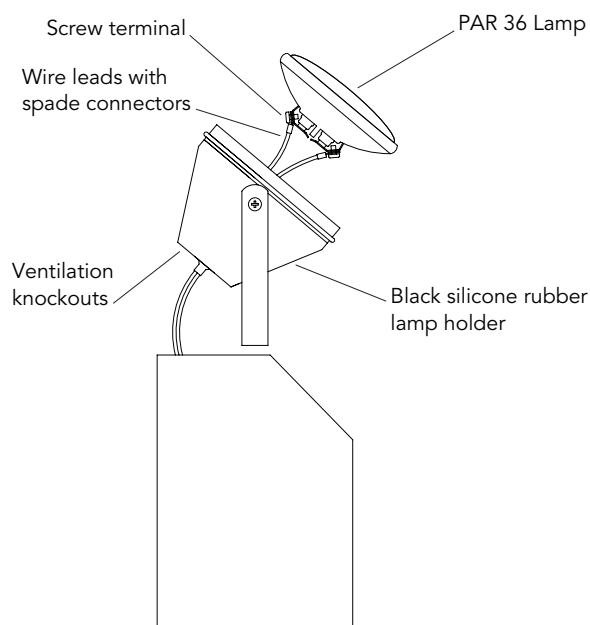
SAVE THESE INSTRUCTIONS

LAMP INSTALLATION/REPLACEMENT:

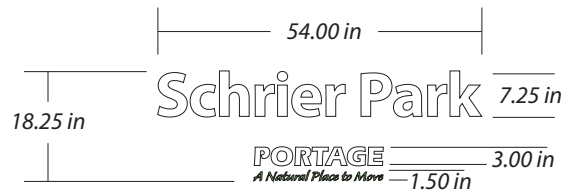
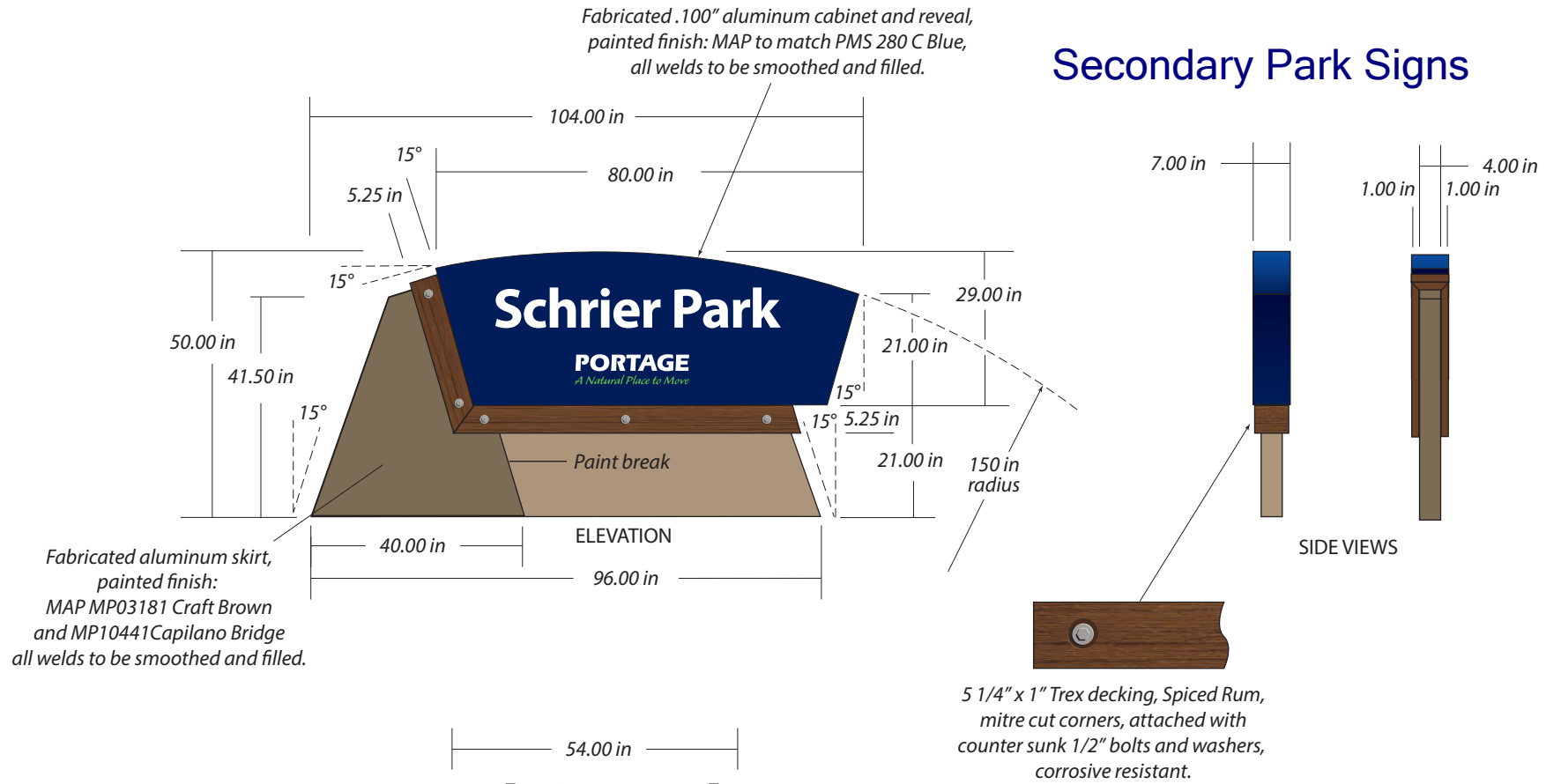
CAUTION: Do not exceed maximum wattage marked on luminaire label.

1. To prevent electrical shock, disconnect transformer from electrical supply before service.
2. Loosen terminal screws located on the back of the PAR-36 lamp.
3. Connect lamp holder leads (blue spade connector) to lamp terminals and tighten screws.
4. Coat screws with silicone grease.
5. Install lamp into black silicone rubber lamp holder.

NOTE: Halogen lamps must be protected from moisture and dust at all times.



Secondary Park Signs



Surface applied vinyl park name lettering and city logo.
Myriad Pro Bold typeface text for park name.
See message schedule for each park name.
Letter size can vary due to length of park name.
Use this layout as a guide, try to keep proportion the same
between park name and city logo.
(electronic file to be provided).

Trex Decking Spiced Rum	MAP MP10441 Capilano Bridge	MAP MP03181 Craft Brown
3M White #7725-10	Apple Green Scotchcal #7725-196	MAP to match PMS 280 Blue

DRAWING #164,415

SCALE: 3/8" = 1'-0"

THREE (3) NON-ILLUMINATED DOUBLE-SIDED
SMALL PARK SIGNS REQUIRED

PROJECT: **City of Portage**

PHOTOSCAN (S): **No**

DESIGNER: **SV**

DATE: **10.9.17**

REVISIONS:

HOURS: **6.0**

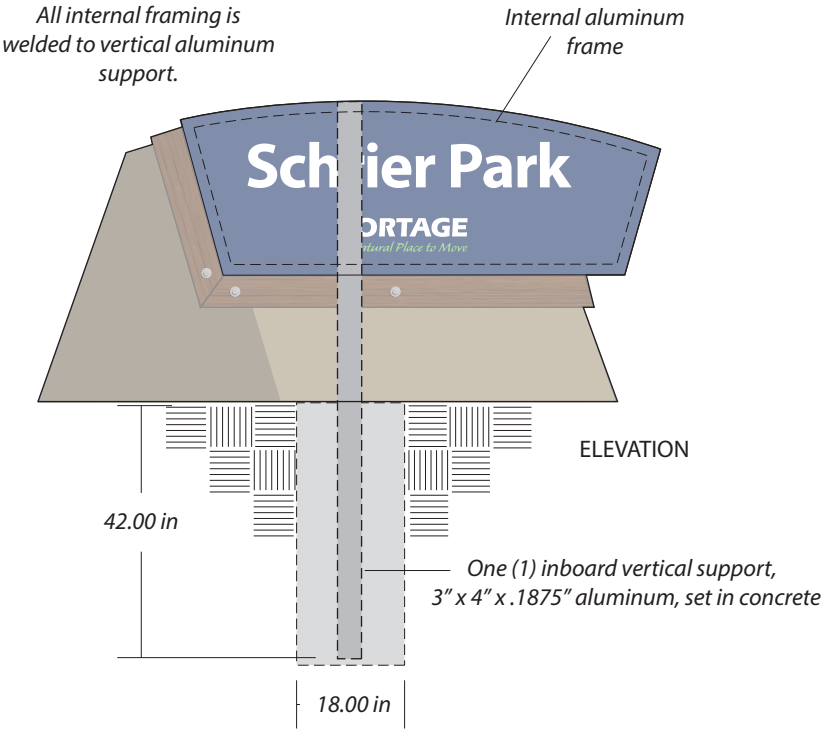
SALES: **MC**

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DRAWING #164,415

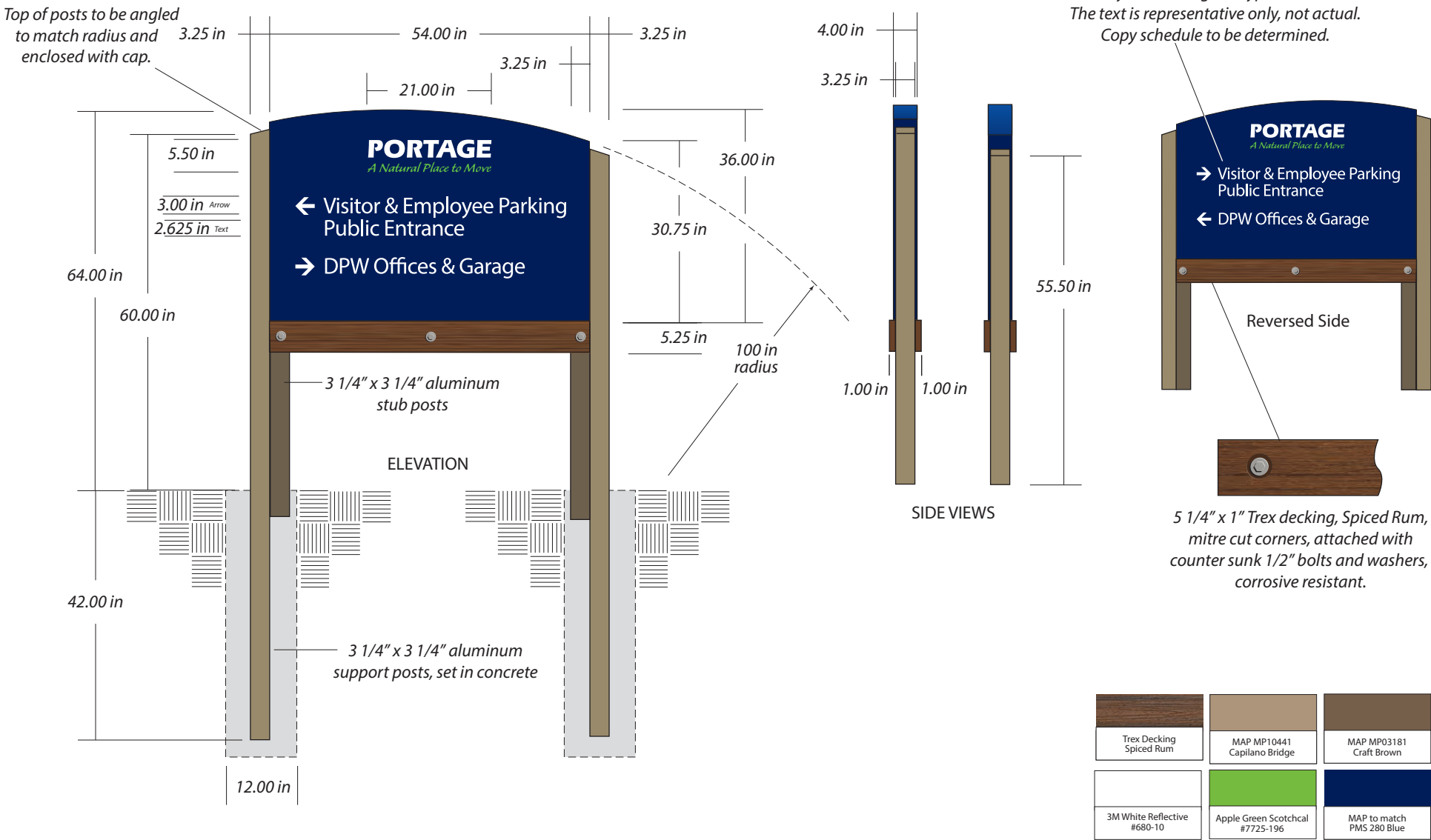
SCALE: 3/8" = 1'-0"

THREE (3) EXTERNALLY ILLUMINATED SMALL PARK DOUBLE-SIDED MONUMENT SIGNS REQUIRED

PROJECT: **City of Portage**

PHOTOSCAN (S): No	DESIGNER: SV
DATE: 10.9.17	REVISIONS:
HOURS: 6.0	SALES: MC

Wayfinding Signs



CUSTOMER SIGNATURE

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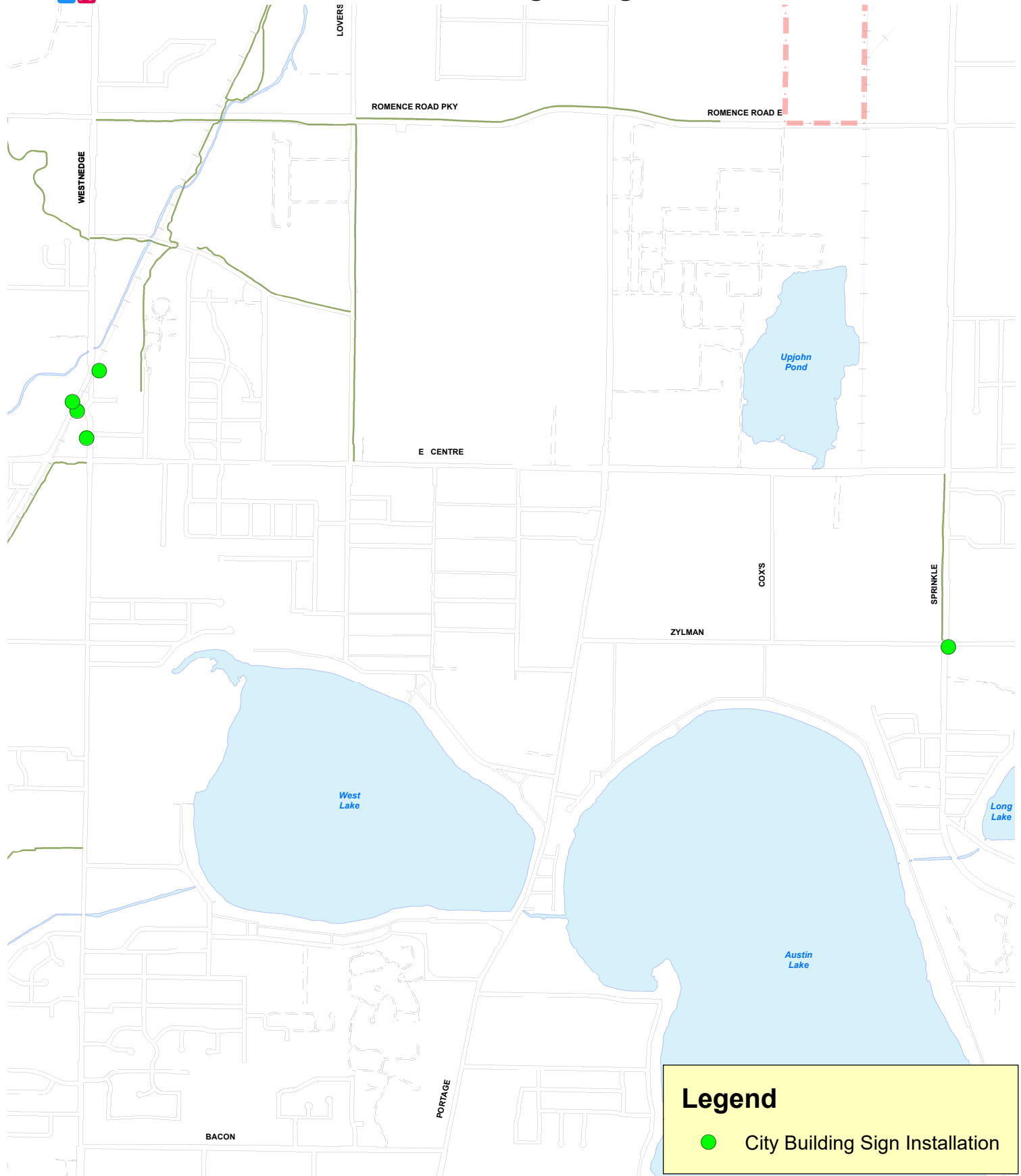
DRAWING #164,416

SCALE: 1/2" = 1'-0"

SIX (6) NON-ILLUMINATED DOUBLE-SIDED WAYFINDING SIGNS

PROJECT: City of Portage	
PHOTOSCAN (S): No	DESIGNER: SV
DATE: 10.10.17	REVISIONS:
HOURS: 2.5	SALES: MC

Location Map New Building ID Signs



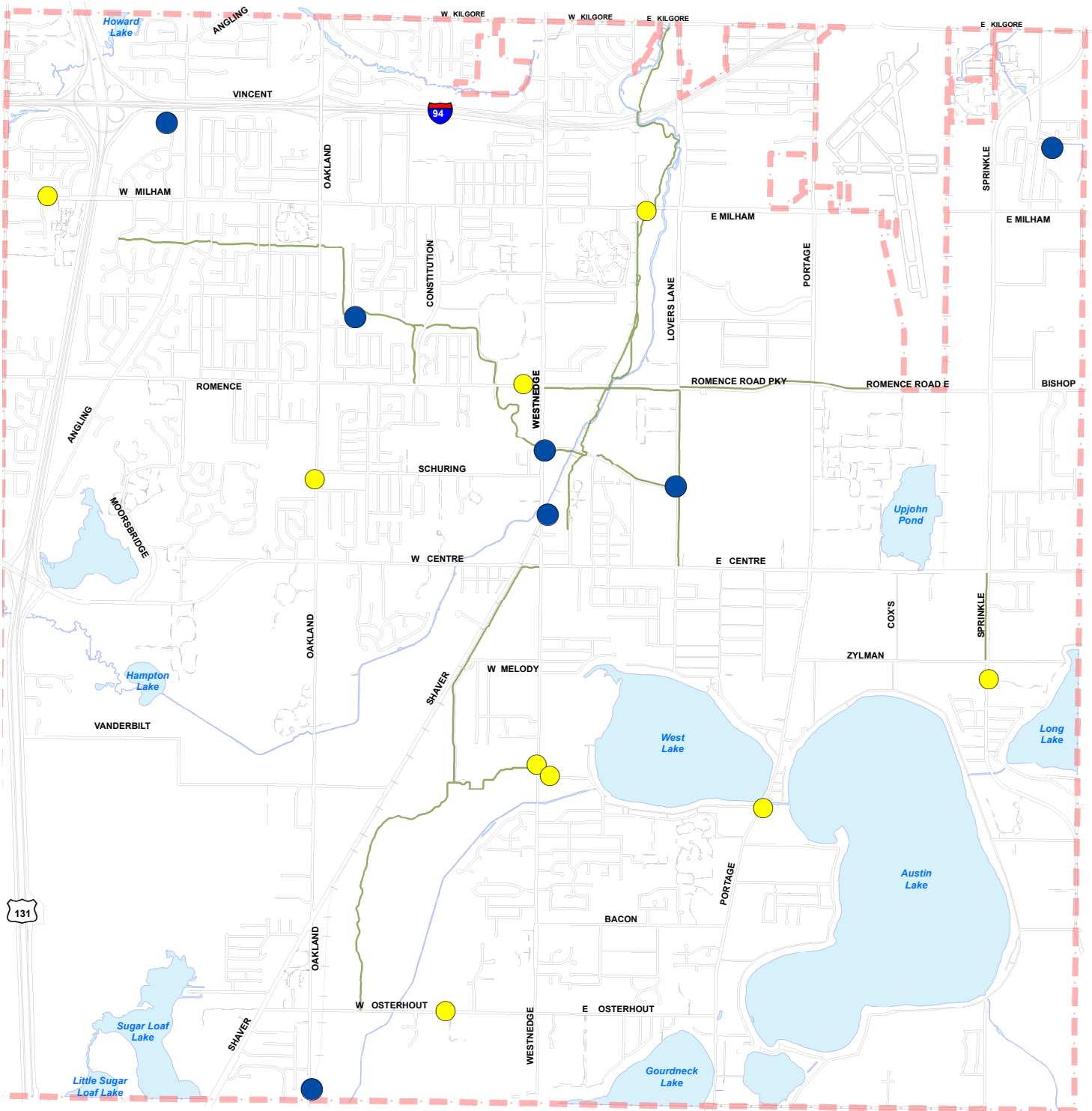
Legend

- City Building Sign Installation



1 inch = 2,000 feet
Date: 12/27/2018

Location Map New Park ID Signs



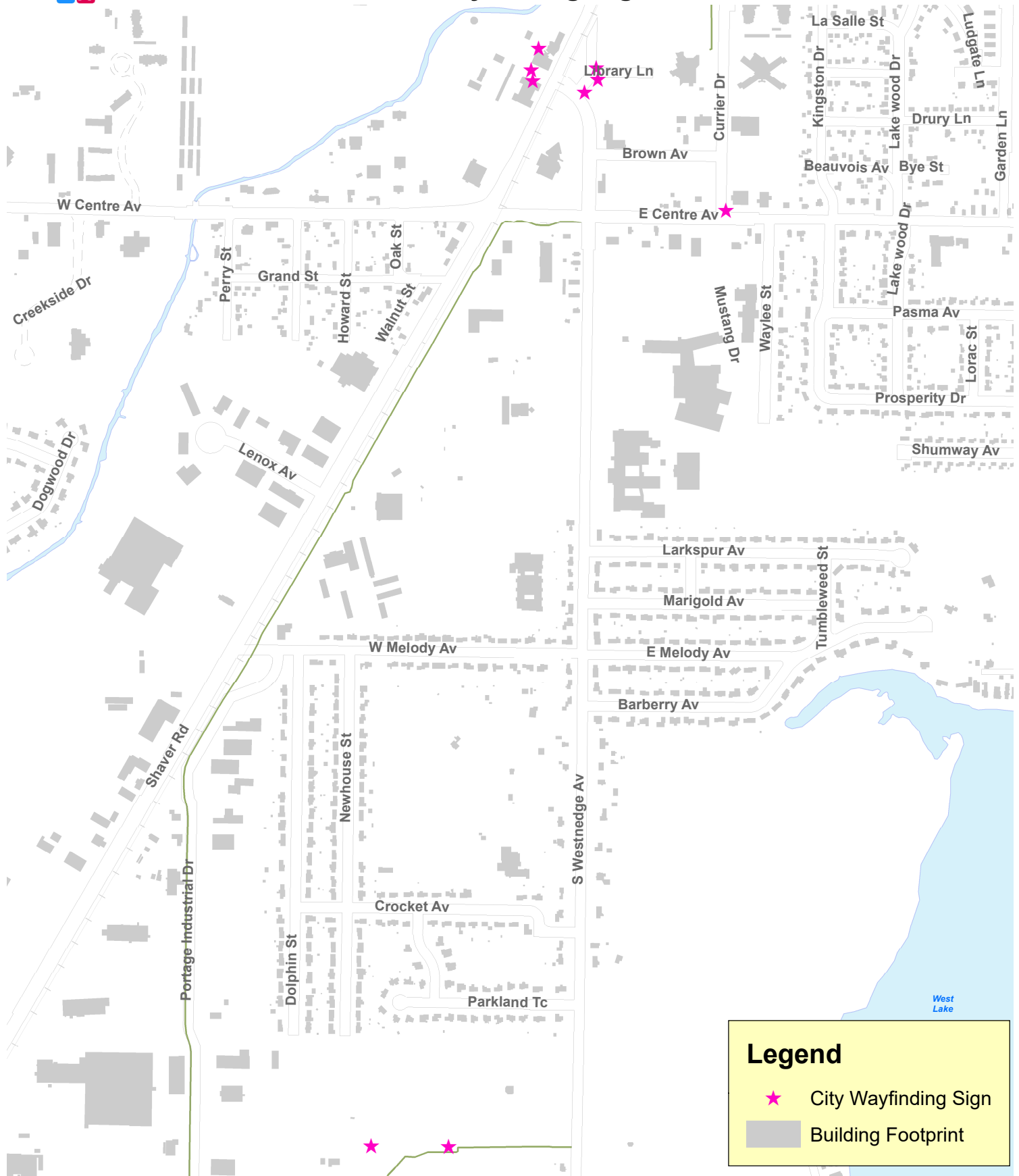
Legend

- City Park Primary Sign
- City Park Secondary Sign



1 inch = 4,250 feet
Date: 12/27/2018

Location Map New Wayfinding Signs



Legend

-  City Wayfinding Sign
-  Building Footprint



1 inch = 833 feet
Date: 12/27/2018

BID TABULATION
2019 CITY SIGN FABRICATION AND INSTALLATION

<u>Bidder</u>	<u>Bid</u>
Valley City Sign Co. 5009 West River Dr. NE Comstock Park, MI 49321	\$141,060.00
Midwest Sign Company 7381 Ardith Ct., Suite D Byron Center, MI 49315	\$179,225.00
Universal Sign, Inc. 5001 Falcon View SE Grand Rapids, MI 49512	\$186,250.00
Icon Sign Company 522 Stocking Ave. NW Grand Rapids, MI 49504	\$299,975.00
Graphic House, Inc. 400 South 72nd Ave. Wausau, WI 54401	\$324,999.00

Minutes of Boards & Commissions

Youth Advisory Committee Minutes

January 7, 2019 – 6:00 p.m.

- I. Call to Order
- II. Introductions and Attendance
- III. Approval of the December 3rd Minutes
 - a. Change title from “Agenda” to “Minutes”
- IV. Reports from Liaisons
 - a. Environmental board encourages communication within the YAC
 - b. Parks Board is happy that Snow Party will still happen, even without snow
 - c. Senior Citizen Advisory board is looking for volunteering opportunities for students, will contact YAC and keep us updated
- V. Feedback on Volunteering
 - a. Use side ramp to move gifts instead of using the elevator
 - b. Turnout was disappointing – option to create group chat in order to increase participation and communication
- VI. YAC Social Media Sub-Committee Update
 - a. Clarice, Harbaksh, Jaime, Riya, Skyler, Sydney
 - b. Created an Instagram account
 - i. Username: portage_yac
 - 1. Create a hashtag, work on follower count, post and promote local events
 - c. Created a Facebook account
 - i. Username: Portage Youth Advisory Committee
 - d. Create a Twitter account
 - i. Tweet about local events and information, volunteer opportunities, tweet a day, etc.
- VII. Snow Party – Saturday, February 2 – 12 Noon to 3:00 (Oakland Drive Park)
 - a. YAC – arrive 11:30 a.m.; depart 3:00 p.m.
 - b. Review Winter Snow Party Summary (SignUp.com)
 - i. Need a minimum of 20 volunteers, minimum of 3 volunteers to judge
 - ii. Parking lot of volunteers will receive safety vests and whistles
 - iii. Event was included in the Portager, promote event on social media, reach out to new stations to promote event (107.7), reach out to schools to make announcements about the event to students
 - c. Sledding at 1:00 p.m.
 - d. Snowman Building, Cardboard Sled, Bonfire, KMetro Warming Bus Station
 - e. Food/Drink vendor – Coffee Rescue
 - f. Bring extra cardboard and snowman/sculpting supplies

- g. Awards for winners – ribbons & free concession
 - i. Another option would be to buy medals for winners, free concessions at Coffee Rescue
 - ii. 1st-3rd winners could get metals, other honorable mentions could receive ribbons
 - h. In Case of... No snow
 - i. DIY bird feeders (Use plastic bottles, pinecones, cardboard paper rolls, bracelets)
 - ii. Frozen balloons for ice bowling, fill up water balloons and let freeze overnight
 - iii. Magic scratch off art paper, use utensils to create designs
 - iv. Extreme rock, paper, scissors
- VIII. Goals & Objectives for 2019
- a. February 12th City Council Meeting
 - i. Officers present goals & objectives to city council @ 7:00 p.m.
 - b. Review & Update
 - i. Change the year from “2017” to “2018”
 - ii. Include which departments we’ve toured – Public Service Department
 - iii. New selecting process for liaisons used this year
 - iv. There could be no snow
 - v. Stopped partnering with Portage District Library board, started working with the Parks Board to put on the All American Summer Camp Out that took place at Ramona Park
 - vi. Passed the Social Host Ordinance with a unanimous vote
 - vii. Volunteered at the MLK black history month event at Portage Northern High School
- IX. MLK Event
- a. March 7th
 - b. Portage Northern
 - c. Details TBD – Next Meeting
- X. Green-A-Thon – Saturday, April 13
- a. 11:00 a.m. – 3pm
 - b. Vendor Ideas
 - i. Smoked Down Barbecue from Movie Night event
 - ii. Invite school environment clubs to Green-A-Thon
 - iii. Possibility of live music – Reach out to band students
- XI. Next Meeting
- a. February 18th at 6:00 p.m. in City Hall