FINAL AGENDA FOR THE COUNCIL MEETING
CITY OF PORTAGE
NOVEMBER 17, 2020

*Public Phone Line: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.)*

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Recognition of Election Volunteers.
2. Small Business Saturday 2020

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
   a. Special Meeting of November 4, 2020.
   b. Regular Meeting of November 4, 2020.
   c. Pre-Council Meeting of November 16, 2020.
2. Approval of the Accounts Payable Register of November 17, 2020 as presented.
3. Accept Ordinance Amendment #20/21-A, Grading and Soil Erosion Control, for first reading and consider final adoption on December 1, 2020.
4. Approve the three-year lease of replacement general-purpose computer devices and accessories from Capital Advantage Leasing of Grand Rapids, Michigan, at a total lease price of $97,297.20 and authorize the City Manager to execute all documents related to this action.
5. Amend the General Appropriations Act (budget) for the fiscal year ending June 30, 2021.
6. Adopt Refunding Bond Resolutions for City of Portage Capital Improvement Bonds, Series 2020C.
7. Approve the 2021 schedule of regular City Council meetings and 2021 schedule of Pre-Council meetings.
8. Minutes of Boards & Commissions:
   a. Human Services Board of October 8, 2020.
9. Materials Transmitted.
10. Calendar of Meetings:

- Senior Citizen Advisory Board, Wednesday, November 18, 2020 at 2:30 p.m. - Virtual Meeting
- Planning Commission, Thursday, November 19, 2020 at 7:00 p.m. - Virtual Meeting
- Kalamazoo County Public Art Commission, Tuesday, November 24, 2020 at 11:30 a.m. - Virtual Meeting
- Historic District Commission, Wednesday, December 2, 2020 at 8:15 a.m. - Virtual Meeting.
- *NOTE: All above meetings are subject to cancellation or inclusion/transition of a "virtual" aspect due to the on-going health crisis. Please monitor the City of Portage website at www.portagemi.gov for additional information. The public phone line to comment during public meetings is: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.) Meetings may be viewed live on Charter channel 995 and AT&T channel 99. All meetings can be viewed via live streaming at portagemi.gov/205*.

B. Petitions and Statements of Citizens:

C. Communications:

D. Public Hearings:

E. Regular Business Agenda:

1. Interviews to fulfill remaining two Human Services Board vacancies.

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

Small Business Saturday

WHEREAS, The government of Portage, MI, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.9% of all firms with paid employees in the United States, are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, Small businesses employ 47.1% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their "regulars" return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small and support their community; and

WHEREAS, 96% of consumers who shopped on Small Business Saturday agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact; and

WHEREAS, 95% of consumers who plan to shop on Small Business Saturday said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, Portage, Michigan, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, BE IT RESOLVED THAT I, Patricia M. Randall, Mayor of the City of Portage, do hereby proclaim November 28, 2020, as SMALL BUSINESS SATURDAY and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Signed this 17th day of November, 2020.

Patricia M. Randall, Mayor

MINUTES OF THE SPECIAL MEETING OF THE PORTAGE CITY COUNCIL

NOVEMBER 4, 2020

Mayor Patricia Randall called the Special Meeting to order at 6:00 p.m. The meeting was held virtually as permitted by Senate Bill 1108. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. Mayor Randall and Councilmember Ledbetter were present in-person at Council Chambers while all others participated virtually from Portage, Michigan. Also in attendance were City Manager Joe La Margo and Deputy City Manager Adam Herringa who served in the role of City Clerk for this meeting.

Mayor Randall shared that this special meeting was being held to discuss a personnel matter and this matter is the annual performance review of the City Manager. Mayor Randall inquired of the City Manager whether he would support going into closed session to conduct the review and Mr. La Margo responded in the affirmative. Motion by Pearson, seconded by Reid, to enter into closed session. Upon a roll call vote, motion carried 7 to 0.

City Council entered closed session at 6:03 p.m.

City Council reconvened in open session at 6:33 p.m.

Councilmember Knapp explained that the City Manager Review/Evaluation Committee (composed of herself, Mayor Randall and Mayor Pro Tem Pearson) had met to setup the review process and implemented a new performance evaluation tool this year. She expressed that the committee was satisfied with the tool and that, for the first time, the evaluation included feedback from the City Manager's direct reports. She noted that, in all evaluation categories, the City Manager averaged between "above average" and "excellent." She noted that this included the reviews from staff. She expressed satisfaction in the scoring consistency between staff and City Council evaluations.

Motion by Knapp, seconded by Reid, to award the City Manager a salary increase of 2.75% to a total of $179,812.62 annually and, in recognition of certain accomplishments over the past year including exceptional crisis management during the on-going COVID pandemic; fiscal and budget development and on-going financial management; overseeing capital projects such as Fire Station No. 2, the Community Senior Center and various other capital projects; and increased and elevated internal and external communication outreach that Mr. La Margo be awarded a bonus in the amount of $12,500. Upon a roll call vote, motion carried 7 to 0.

Mayor Randall commended Mr. La Margo on an excellent year and opened the meeting to public comment. There being no comment, the meeting adjourned at 6:37 p.m.

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Adam Herringa, Deputy City Manager

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CITY COUNCIL MEETING MINUTES FROM NOVEMBER 4, 2020

Mayor Patricia Randall called the Regular Meeting to order at 7:00 p.m. The meeting was held virtually as permitted by Senate Bill 1108. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. Mayor Randall and Councilmember Ledbetter were present in-person in Council Chambers while all others participated virtually from Portage, Michigan. Also in attendance were City Manager Joe La Margo, City Attorney Catherine Kaufman and Deputy City Manager Adam Herringa who served in the role of City Clerk for this meeting.

At the request of Mayor Randall, the audience observed a moment of silence to honor all denominations and called for peace and unity in our nation. Following the moment of silence, the City Council recited the Pledge of Allegiance.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. No items were removed. Motion by Reid, seconded by Burns, to approve the Consent Agenda as presented. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Reid, seconded by Burns, to approve the minutes of the Regular Meeting of October 20, 2020, and Pre-Council Meeting of November 2, 2020. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF NOVEMBER 4, 2020: Motion by Reid, seconded by Burns, to approve the Accounts Payable Register of November 4, 2020. Upon a roll call vote, motion carried 7 to 0.

POLICE VEHICLE EQUIPMENT CHANGEOVER: Motion by Reid, seconded by Burns, to approve the expenditure in the amount of $80,278.24 for retrofitting services on four Ford Interceptor police vehicles by Emergency Vehicle Products and authorize the City Manager to execute all documents related to this purchase on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

REZONING APPLICATION #20/21-2: Motion by Reid, seconded by Burns, to accept Rezoning Application #20/21-2, 4627 S. Long Lake Drive for first reading and set a public hearing for December 1, 2020. Upon a roll call vote, motion carried 7 to 0.

CALENDAR OF MEETINGS: Motion by Reid, seconded by Burns, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 7 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: No citizens attended the meeting in-person or called into the meeting.

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REGULAR BUSINESS:

I LOVE PORTAGE ESSAY CONTEST: Mayor Randall summarized the annual essay contest and asked if any Councilmembers would volunteer to review the essays and select the winners. Councilmembers Burns, Reid and Urban volunteered. Motion by Ledbetter, seconded by Reid, for Councilmembers Burns, Reid and Urban to review the essays and select the winners. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: Councilmember Knapp provided an update on the Portage Community Center regarding their holiday food and gift programs, energy assistance program and significant improvements made to the landscaping and building. She then provided an update regarding the Kalamazoo County Public Art Commission (KCPAC). She shared how the KCPAC recently heard from local artists and opportunities for public art in the community. She also highlighted a project that will promote and enhance the ability for Kalamazoo County residents to locate public art in the community. Motion by Burns, seconded by Reid, to receive the Council Committee Reports. Upon a roll call vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER:

Councilmember Burns shared that he stayed up late watching election results and commended election workers and officials of the City of Portage for their efforts. He asked that voters be patient as votes are still being counted.

Councilmember Reid reflected on the opening ceremony for the new Fire Station No. 2 and commented that it is an excellent facility. She shared that a public open house will be held in the springtime unless the on-going pandemic limits such an event. She continued by expressing appreciation for poll workers and City Clerk Erica Eklov and staff of the Office of the City Clerk for their work in executing the election. Councilmember Reid concluded by encouraging residents to continue to wear masks and practice good hygiene as COVID levels in Kalamazoo County are increasing.

Councilmember Urban thanked all city staff that helped conduct the election and noted that, in many parts of the state and country, votes are still being counted and the meeting of the Electoral College is still weeks away. Like Councilmember Reid, he noted that COVID cases in Kalamazoo County are on the rise and shared that his church is reinstituting in-person restrictions.

Councilmember Knapp commented that she has been very impressed by election staff and poll workers and in how the election was conducted. She emphasized the importance of counting every vote and thanked Portage voters for turning out at the polls.

Councilmember Ledbetter also complimented the Office of the City Clerk and election staff. He reminded residents that it is leaf pick-up season and shared information on when the Portage Leaf Compost Facility would be open should residents want to take advantage of it. He concluded by wishing Councilmember Urban a happy birthday.

City Manager La Margo stated that this day marks his one-year anniversary with the City of Portage and thanked City Council for their support. He then shared that the Community Survey would begin shortly.

Mayor Pro Tem Pearson offered Mr. La Margo congratulations on his one-year anniversary and congratulated city staff and election workers on a job well done.

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Mayor Randall mentioned the opening of Fire Station No. 2 and offered compliments on the attractiveness and functionality of the facility. She noted that the opening ceremony also included other activities that had been postponed due to COVID including the official swearing in of several new firefighters and the annual Fire Division awards presentation. She informed City Council that a tour could be arranged should any Councilmember like a closer inspection of the new station. Mayor Randall next offered compliments to election officials and the Department of Public Safety on the safe conduct and execution of the election. In conclusion, Mayor Randall congratulated the City Manager on his one-year anniversary and that she is looking forward to his next year of service.

ADJOURNMENT: Mayor Randall adjourned the meeting at 7:27 p.m.

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Adam Herringa, Deputy City Manager

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MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF NOVEMBER 16, 2020

Mayor Patricia Randall, via the WebEx meeting platform, called the meeting to order at 8:00 a.m. Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Mayor Pro Tem Jim Pearson also joined via the WebEx meeting platform. In compliance with Senate Bill 1108, the Mayor and Councilmembers disclosed that they were participating in the meeting virtually from Portage, Michigan. Councilmember Urban was absent with excuse. Also in attendance were City Manager Joseph La Margo, Deputy City Manager Mike Carroll, Deputy City Manager Adam Herringa, and City Clerk Erica Eklov.

With regard to the recognitions and proclamations, Mayor Randall noted Councilmember Burns would be reading the election volunteer recognitions and Councilmember Reid would read the Small Business Saturday proclamation.

With regard to Item A.3, Councilmember Reid requested clarification regarding the noted exemptions and the application to individual property owners. She also requested a definition of the "minor changes" as noted in the ordinance, as well as clarification of enforcement for the noted 24-hour limitation. Councilmember Reid stated the ordinance requirement that property owners cannot seed or re-seed within 100 feet of the edge of the water will not be well received. She then asked how the City Administration planned to inform property owners along waterways of the updated ordinance. Councilmember Pearson noted the ordinance appeared directed towards developers and not individual property owners, but that the riparians would be affected and should receive notice. Deputy City Manager Carroll highlighted that a Soil Erosion ordinance was currently in place and the matter before Council were updates to the ordinance to be in compliance with the Michigan Department of Environment, Great Lakes, and Energy. Councilmember Reid inquired whether the Portage Creek would as a "state waterway" as noted in the ordinance. City Manager La Margo stated he would research and respond.

With regard to Item A.4, Councilmember Reid inquired whether the computer replacement lease was for one-third of all city computers with a rotational replacement or all of the city computers. She further asked for clarification on the number of items entailed in the replacement and whether the purchase included software. Deputy City Manager Carroll responded the replacement was for one-third of the hardware and only hardware, noting the numbers were part of the enclosed bid tabulation. Councilmember Burns asked whether the city has historically leased or purchased this equipment. City Manager La Margo responded that both options were previously pursued, but leasing was optimal for the rotational replacement plan.

With regard to Item A.6, Councilmember Burns stated he did not see a fee in the bond refunding to have the new bonds rated and requested clarification. City Manager La Margo stated he would research and respond.

Mayor Randall clarified the planned format for the Human Services Board interviews with the City Clerk.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:19 a.m.

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Erica L. Eklov, City Clerk

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TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approval of the Accounts Payable Register of November 17, 2020 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks, auto-pay payments, electronic payments and credit card payments. The attached Accounts Payable Register covers the period October 25, 2020 through November 7, 2020 and notes $408,652.93 in automated clearing house payments, $1,431,990.88 in paper checks, $56,440.12 in autopay payments, $440,692.92 in electronic payments and $25,129.25 in credit card payments (October transactions) for a grand total of $2,362,906.10.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of November 17, 2020

Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
10/30/2020	14028(A)	A NEW LEAF	PLANT CARE @ CITY HALL	93.50
10/30/2020	14029(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	35,546.97
10/30/2020	14030(A)	AIRGAS USA LLC	STREETS MAINTENANCE	101.29
10/30/2020	14031(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	3,510.39
10/30/2020	14032(A)	AMERICAN SAFETY & FIRST AID	EYE WASH STATION	310.66
10/30/2020	14033(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	2,505.00
10/30/2020	14034(A)	B L HARROUN & SON INC.	ANNUAL SPRINKLER INSPECTION	367.00
10/30/2020	14035(A)	BATTERIES PLUS	BATTERY FOR EMERGENCY LIGHTS	115.90
10/30/2020	14036(A)	BROWNELL'S INCORPORATED	MISC POLICE SUPPLIES	209.65
10/30/2020	14037(A)	C D W GOVERNMENT, INC.	PANASONIC TOUGHBOOKS, KEYBOARDS,VEH DOCK (24)	116,568.00
10/30/2020	14038(A)	C M P DISTRIBUTORS, INC.	MISC POLICE SUPPLIES	55.29
10/30/2020	14039(A)	CAPSTONE HOME IMPROVEMENT, LLC	CDBG MERRIWEATHER 6137 PEACHTREE ROOFING	600.00
10/30/2020	14040(A)	CHARTER COMMUNICATIONS	CABLE TV	287.71
10/30/2020	14041(A)	CIVICPLUS	CIVICCLERK ANNUAL SUPPORT FEE	11,705.50
10/30/2020	14042(A)	CLEAN HARBORS ENVIRONMENTAL SERVICE	BLOCK STATION MAINTENANCE	2,970.50
10/30/2020	14043(A)	CLEANIT CORP	CAR WASHES	54.00
10/30/2020	14044(A)	ENGINEERED PROTECTION SYSTEMS, INC.	FIRE FACILITY MAINT	938.00
10/30/2020	14045(A)	ENTENMANN-ROVIN CO.	3 NEW SERGEANT SHIRT BADGES	518.75
10/30/2020	14046(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	FABRICATION SERVICES	4,672.04
10/30/2020	14047(A)	FARM N GARDEN	DPW SECURITY GATE UPGRADES	19,275.00
10/30/2020	14048(A)	FIDELITY SECURITY LIFE INSURANCE CO	EYEMED VISION INSURANCE	1,247.88
10/30/2020	14049(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANINGS	5,895.00
10/30/2020	14050(A)	FURRY, WILLIAM	FINANCE CONSULTANT SERVICES	2,337.50
10/30/2020	14051(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	70.00
10/30/2020	14052(A)	HURLEY & STEWART, LLC	AIRPORT-NE WATER TRANSMISSION MAIN IMPRV	28,880.42
10/30/2020	14053(A)	INDUSCO SUPPLY CO., INC.	JANITORIAL SUPPLIES-ALL FACILITIES	1,658.30
10/30/2020	14054(A)	INTEGRAL PARTNERS LLC	ENGINEERING SERVICES-HAMPTON CREEK BOG	4,260.26
10/30/2020	14055(A)	INTERNATIONAL CODE COUNCIL, INC	INTERNATIONAL CODE COUNCIL MEMBERSHIP DUES	145.00
10/30/2020	14056(A)	J. ALLEN & CO. INC.	ACCESS ROAD IMPROVEMENTS	10,752.00
10/30/2020	14057(A)	LAWSON PRODUCTS, INC	REPAIR AND MAINT SUPPLIES	181.03
10/30/2020	14058(A)	MAPLE HILL SPRINKLING, INC.	WINTERIZE IRRIGATION AT CITY HALL	1,665.00
10/30/2020	14059(A)	MATERIALS RESOURCES	LATEX GLOVES AND SUPPLIES	54.73
10/30/2020	14060(A)	MEEKHOF TIRE SALES & SERVICE INC.	TIRE CHANGES AND SERVICES	1,791.94
10/30/2020	14061(A)	MEJEUR ELECTRIC LLC	FIRE FACILITY MAINT	98.00
10/30/2020	14062(A)	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY COSTS	288.32
10/30/2020	14063(A)	NASON, RICHARD	FIRE OPERATING SUPPLIES	30.68
10/30/2020	14064(A)	NYE UNIFORMS	MISC UNIFORMS	1,084.94

Check Date	Check	Vendor Name	Description	Amount
10/30/2020	14065(A)	O'BOYLE-COLWELL-BLALOCK & AS.	RAMONA PARK ENTRY LANDSCAPE DESIGN	2,102.50
10/30/2020	14066(A)	OFF THE CUFF CATERING	PCAA RECEPTION CATERING	547.00
10/30/2020	14067(A)	ONE WAY PRODUCTS	JANITORIAL SUPPLIES-PARKS	558.88
10/30/2020	14068(A)	ONSTAFF USA INC	TEMP EMPLOYEE - STREETS	3,249.24
10/30/2020	14069(A)	PECKELS, CHRISTINE	CLASS INSTRUCTOR FEE OCTOBER	240.00
10/30/2020	14070(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	9,890.22
10/30/2020	14071(A)	PETERS CONSTRUCTION CO.	LANDSCAPE IMPROVEMENTS - SHAVER/WESTNEDGE	71,780.53
10/30/2020	14072(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR ZOOM/MAILCHIMP	85.06
10/30/2020	14073(A)	PRECISION PRINTER SERVICES INC	INK CARTRIDGES	39.96
10/30/2020	14074(A)	PRINTING SERVICES INC	PORTAGE COMMUNITY ART AWARD	269.95
10/30/2020	14075(A)	R W LAPINE INC.	HVAC MAINTENANCE SERVICES	800.54
10/30/2020	14076(A)	RIDGE AUTO NAPA	MAINTENANCE SUPPLIES	1,469.10
10/30/2020	14077(A)	VOID		0.00
10/30/2020	14078(A)	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE SUPPLIES	756.13
10/30/2020	14079(A)	ROE-COMM, INC.	FIRE STATION #1 RADIO-PARTS & INSTALLATION	8,741.00
10/30/2020	14080(A)	ROTO-ROOTER SEWER & DRAIN SERV	ROUTINE SEWER CLEANING	286.03
10/30/2020	14081(A)	SAFETY SERVICES, INC.	GLOVES AND SAFETY SUPPLIES	768.72
10/30/2020	14082(A)	SEVERANCE ELECTRIC COMPANY,INC	TRAFFIC SIGNAL MAINTENANCE	4,460.00
10/30/2020	14083(A)	SLAVIN, NATHAN	COMPUTER CRIMES INVESTIGATIONS	140.00
10/30/2020	14084(A)	STEELE, DANA	FIRE TRAINING MATERIALS	108.95
10/30/2020	14085(A)	SUEZ WATER ENVIRONMENTAL SERVICES	WATER CHEMICALS SEPT 2020	23,329.37
10/30/2020	14086(A)	WARNER NORCROSS & JUDD LLP	LEGAL & RETAINER FEES	1,964.00
10/30/2020	14087(A)	WEST MICHIGAN INT'L LLC	EQUIPMENT REPAIR PARTS	156.33
10/30/2020	14088(A)	WEST SHORE FIRE, INC.	FIRE APPARATUS MAINT	82.26
10/30/2020	14089(A)	WIGHTMAN	EAST MILHAM AVE PEDESTRIAN BRIDGE	10,500.00
11/06/2020	14090(A)	ONSTAFF USA INC	TEMP EMPLOYEE-STREETS	5,430.79
11/06/2020	14091(A)	PHILLIPS, KIMBERLY	REIMBURSE FOR DOORBELL AND PAPER PRODUCT	50.22
			Total ACH:	**408,652.93**

Check Type: Paper

10/30/2020	315046	4 SEASONS TREE SERVICES, LLC	TREE REMOVAL AT RETENTION BASIN #7	4,400.00
10/30/2020	315047	AGENCY360	FIELD TRAINING TRACKER SERVICE	1,197.00
10/30/2020	315048	ALERT-ALL CORP.	FIRE MARSHAL SUPPLIES-MONSTER MASH	1,240.00
10/30/2020	315049	ALKHAMIS, ZACHARY ZIAD	DU REIMBURSEMENT	8.00
10/30/2020	315050	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	862.55
10/30/2020	315051	AMERICAN ARBOR LLC	FORESTRY CONSULTING SERVICES	6,955.00
10/30/2020	315052	AMPLE PANTRY INC.	CATERING - SMART CYCLING LUNCH	97.50
10/30/2020	315053	ARBOR FINANCIAL CREDIT UNION	MONSTER MASH VENDOR DEPOSIT REFUND	50.00

Check Date	Check	Vendor Name	Description	Amount
10/30/2020	315054	ARTISTIC HOLIDAY DESIGNS, LLC	TRADITIONAL HOLIDAY LIGHTS - SANTA SLEIGH	9,295.00
10/30/2020	315055	AT&T	ELECTRONIC COMMUNICATIONS	526.39
10/30/2020	315056	ATKINSON, WILLIAM	PING PONG SESSION 1 REFUND	30.00
10/30/2020	315057	BAILEY TERRA NOVA FARMS	SNAP WIC REIMBURSEMENT	26.00
10/30/2020	315058	BAUER, BRIAN	WESTFIELD SOFTBALL DEPOSIT REFUND	100.00
10/30/2020	315059	BEAR CREEK FARM AND MARKET LLC	SNAP DU REIMBURSEMENTS	44.00
10/30/2020	315060	BELDEN BRICK AND SUPPLY	CORNER COLUMN STONE-CEMETERIES	261.60
10/30/2020	315061	BLAIN SUPPLY, INC.	LEAF PICK UP OPERATING SUPPLIES	99.50
10/30/2020	315062	BONAMEGO, LOUIS	SNAP REIMBURSEMENT	74.00
10/30/2020	315063	BRONSON HEALTHCARE GROUP	LEGAL BLOOD DRAW	100.00
10/30/2020	315064	BULLEY, DANIEL	RAMONA SOCCER DEPOSIT REFUND	100.00
10/30/2020	315065	BURNS, LAUREN	REPLACE STALE CHECK	19.15
10/30/2020	315066	C&C PROFESSIONAL CLEANING SERVICE	JANITORIAL CLEANING FACILITIES	3,445.51
10/30/2020	315067	CAPITOL STRATEGIES, LLC	CONSULTING SERVICES	6,000.00
10/30/2020	315068	CARDNO, INC.	INVASIVE SPECIES TREATMENT SERVICES	252.50
10/30/2020	315069	CARLISLE, DONN	LAKEVIEW SOFTBALL DEPOSIT REFUND	100.00
10/30/2020	315070	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	150.00
10/30/2020	315071	CINTAS CORP.	UNIFORM RENTAL	7.95
10/30/2020	315072	CKI, INC.	ADA INTERIOR SIGNAGE	2,180.00
10/30/2020	315073	CLARKE, GERALD	SNAP REIMBURSEMENT	26.00
10/30/2020	315074	COMMUNITY IMAGE BUILDERS	CONSULTING/REDEVELOPMENT READY	4,094.00
10/30/2020	315075	CURRY, JAMES	WESTFIELD SOFTBALL DEPOSIT REFUND	160.00
10/30/2020	315076	DAVE'S CONCRETE PRODUCTS, INC.	FOUNDATIONS AT CEMETERIES	505.50
10/30/2020	315077	DEGOFFAU, PAMELA	REPLACE STALE CHECK	177.14
10/30/2020	315078	DEVON TITLE AGENCY	OP FINAL WATER BILL 1817 MEADOW	112.72
10/30/2020	315079	DOGTEAMPRO	K-9 TEAM TRACKER SERVICE YRLY SUBSCRIPTION	600.00
10/30/2020	315080	DORE, CARL	OP FINAL WATER BILL 8249 BROOK	109.18
10/30/2020	315081	DRENTH, AMY	RAMONA SOFTBALL DEPOSIT REFUND	100.00
10/30/2020	315082	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	1,255.61
10/30/2020	315083	ENGINEERING SUPPLY & IMAGING	PLOTTER INK CARTRIDGES	165.55
10/30/2020	315084	FADER EQUIPMENT, INC.	CONCRETE SAW CHAIN	1,520.00
10/30/2020	315085	FLETCHER ENTERPRISES	PRIME/PAINT DOORS	590.00
10/30/2020	315086	FULL CIRCLE FARM	SNAP DU REIMBURSEMENT	97.00
10/30/2020	315087	FUNG, TONY	PING PONG SESSION 1 REFUND	30.00
10/30/2020	315088	GREAT LAKES CHEMICAL SERVICES INC	VEHICLE DISINFECTANT	450.00
10/30/2020	315089	GREEGOR, JORDAN	GRAIN ELEVATOR RENTAL REFUND	305.00
10/30/2020	315090	GUTH ILLUSTRATION & DESIGN	PCAA BANNER INVITATIONS & ARTWORK PHOTOS	537.50
10/30/2020	315091	HALT FIRE, INC.	FIRE APPARATUS MAINT	76.37

Check Date	Check	Vendor Name	Description	Amount
10/30/2020	315092	HAMMAN, KAYLA	GRAIN ELEVATOR DEPOSIT & RENTAL REFUND	280.00
10/30/2020	315093	HARNESS, PAMELA	TRIP REIMBURSEMENT	50.00
10/30/2020	315094	HARRISON, MARK ALLEN	SNAP REIMBURSEMENT	46.00
10/30/2020	315095	HERRITY, GEORGE	REIMBURSEMENT FOR LAWN RESTORATION	150.00
10/30/2020	315096	HOME DEPOT	WORKBENCH, TRAINING SUPPLIES, HALLOWEEN EVENT SUPPLIES	3,795.09
10/30/2020	315097	VOID		0.00
10/30/2020	315098	IMAGESTREAM, INC.	CABLECASTING & BROADCASTING EQUIPMENT	22,571.00
10/30/2020	315099	INCREDIBLE KETTLE	SNAP REIMBURSEMENT	49.00
10/30/2020	315100	INSIGHT PUBLIC SECTOR, INC.	MAAS360 OVERAGES	57.20
10/30/2020	315101	J AND B DICK ORCHARDS	SNAP DU REIMBURSEMENT	98.00
10/30/2020	315102	KALAMAZOO COUNTY HEALTH & COMMUNITY	HAZARDOUS WASTE DISPOSAL	28.81
10/30/2020	315103	KALAMAZOO OIL COMPANY	FUEL PURCHASES	162.44
10/30/2020	315104	KAMMINGA & ROODVOETS, INC.	CONSTRUCT WATER MAIN ACROSS AIRPORT	328,500.00
10/30/2020	315105	KITCH DRUTCHAS WAGNER VALITUTTI & S	PROFESSIONAL SERVICES RENDERED	450.00
10/30/2020	315106	KREITNER, JAMES	EAT SMART COUPON REIMBURSEMENT	153.00
10/30/2020	315107	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR	18.50
10/30/2020	315108	LEADS ONLINE LLC	TOTAL TRACK INVEST PKG RENEWAL	3,688.00
10/30/2020	315109	LOPEZ, SANDRA	SNAP REIMBURSEMENT	22.00
10/30/2020	315110	LOPEZ, SANDRA	SNAP REIMBURSEMENT	24.00
10/30/2020	315111	LOVERS LANE MICRO FARM	EAT SMART COUPON REIMBURSEMENT	9.00
10/30/2020	315112	LYSTER EXTERIORS	CITY HALL SOFFIT & SCREEN REPLACEMENT	4,507.00
10/30/2020	315113	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	76.00
10/30/2020	315114	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	2,810.12
10/30/2020	315115	MICHIANA LAND SERVICES	RIGHT-OF-WAY SERVICES: OSTERHOUT	192.50
10/30/2020	315116	MICHIGAN FIRE INSPECTOR'S SOCIETY	FIRE MARSHAL TRAINING	700.00
10/30/2020	315117	MID-AMERICA APPRAISAL CO.	PROPERTY APPRAISAL	760.00
10/30/2020	315118	NAPIER, PEGGY	MONSTER MASH EVENT SUPPLIES	196.93
10/30/2020	315119	NETBRAIN TECHNOLOGIES, INC.	NETBRAIN SOFTWARE RENEWAL	1,797.60
10/30/2020	315120	NFPA CERTIFICATION DEPARTMENT	FIRE MARSHAL RECERT	300.00
10/30/2020	315121	NIAIA	NIAIA MEMBERSHIP RENEWAL	100.00
10/30/2020	315122	NIEBOER HEATING AND COOLING	BD PAYMENT REFUND	10.00
10/30/2020	315123	NORTHERN CONSTRUCTION SERVICES CORP	2019 LOCAL STREETS RECONSTRUCTION PROJECT	290,191.94
10/30/2020	315124	O'REILLY AUTO PARTS	FIRE APPARATUS MAINT	48.53
10/30/2020	315125	OAKLAND COMMUNITY COLLEGE/CREST	DIGITAL PHOTOGRAPHY TRAINING	900.00
10/30/2020	315126	OFFICE DEPOT, INC.	OFFICE SUPPLIES	1,287.92
10/30/2020	315127	VOID		0.00
10/30/2020	315128	OHIO BATH SOLUTIONS	BD PAYMENT REFUND	55.00
10/30/2020	315129	OTTAWA COUNTY EQUALIZATION DEPT	TEAMWORK MAKES THE DREAM COURSE	20.00

Check Date	Check	Vendor Name	Description	Amount
10/30/2020	315130	PAPE, DEBRA	TRIP REFUND	50.00
10/30/2020	315131	PAPPAS, LYNN M	SNAP DU REIMBURSEMENT	26.00
10/30/2020	315132	PEDAL BICYCLES	BIKE LIGHTS FOR BE BRIGHT CAMPAIGN	1,019.50
10/30/2020	315133	PETERMAN CONCRETE CO.	PICKLE BALL COVER & SIDE WALK REPAIR	466.98
10/30/2020	315134	PETTY CASH-PAULA GUSTAFSON	REPLENISHMENT CHECK	316.63
10/30/2020	315135	PORTAGE BUDGET STORAGE, LLC	UNIT 6231 STORAGE RENT-6 MOS	1,626.00
10/30/2020	315136	PORTAGE LIONS CLUB	MONSTER MASH VENDOR DEPOSIT REFUND	50.00
10/30/2020	315137	ROMENCE GARDENS, INC	TREE FOR SOUTH CEMETERY	334.28
10/30/2020	315138	ROWLAND, JEREME	SOAP FOR CITY HALL-REIMBURSEMENT	136.84
10/30/2020	315139	SEELYE FORD, INC.	VEHICLE MAINTENANCE	172.27
10/30/2020	315140	SEHI COMPUTER PRODUCTS	FAX MODULE FOR CLERK BW PRINTER	880.91
10/30/2020	315141	SHI INTERNATIONAL CORP.	WIRELESS KEYBOARD & MOUSE COMBO	27.90
10/30/2020	315142	SHOOK, CHRISTOPHER	HAYLOFT THEATRE RENTAL REFUND	1,040.00
10/30/2020	315143	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR SUPPLIES	35.72
10/30/2020	315144	STATE OF MICHIGAN (DOT)	SHAVER/WESTNEDGE RECONSTRUCTION	225,161.45
10/30/2020	315145	STATE SYSTEMS RADIO, INC	PUBLIC SAFETY MISC RADIO REPAIRS	89,321.04
10/30/2020	315146	STEENSMA LAWN & POWER EQUIPMENT	SMALL EQUIPMENT REPAIRS/MAINT	44.51
10/30/2020	315147	STEVENSON, BETHANY	MONSTER MASH VENDOR DEPOSIT REFUND	50.00
10/30/2020	315148	STOMMEN, JAKE	WESTFIELD SOFTBALL DEPOSIT REFUND	100.00
10/30/2020	315149	SUNBELT RENTALS, INC.	GENERATORS FOR MONSTER MASH EVENT	534.00
10/30/2020	315150	SWITZER, SIMEON	GRAIN ELEVATOR DEPOSIT & RENTAL REFUND	280.00
10/30/2020	315151	THE POSTMAN AND CONCRETE DESIGNS	CHAIN LINK REPAIRS	958.00
10/30/2020	315152	THELEN, KELLY	SCHRIER DEPOSIT & RENTAL REFUND	250.00
10/30/2020	315153	THIRD COAST TECH, LLC	A/V EQUIPMENT NEW FIRE ST 2	10,515.02
10/30/2020	315154	THRYV, INC.	YELLOW PAGES AD	49.50
10/30/2020	315155	TOWER PINKSTER TITUS ASSOCIATES	CONSULTING SERVICES FOR TECHNOLOGY DESIGN	1,240.00
10/30/2020	315156	TRIFECTA NETWORKS, LLC	PHONES-NEW FINANCE PERSONNEL	788.50
10/30/2020	315157	TRUGREEN PROCESSING	HERBICIDE APPLICATIONS	2,149.65
10/30/2020	315158	TURNKEY MERCHANDISE PROGRAMS	RANGER RAIN COATS	889.53
10/30/2020	315159	ULINE, INC.	MISC EVIDENCE SUPPLIES	66.39
10/30/2020	315160	UNITED PARTY & EVENT SERVICES	MOVIE PRODUCTION RENTAL MO MASH	400.00
10/30/2020	315161	VICKSBURG HARDWARE	SMALL EQUIPMENT SERVICE	582.82
10/30/2020	315162	W MICH CRIMINAL JUSTICE TRAINING CO	FALL 2020 DISTRIBUTION FOR TRAINING	1,057.83
10/30/2020	315163	WEATHERTAP	ANNUAL SUBSCRIPTION	89.95
10/30/2020	315164	WEDEL'S INC.	ROUNDABOUT REPAIR	6,921.46
10/30/2020	315165	WIGHTMAN	ENGINEERING SERVICES	8,891.15
10/30/2020	315166	WITMER PUBLIC SAFETY GROUP	FIRE ADMIN UNIFORMS	132.99
10/30/2020	315167	YOTT, GERALD	MONSTER MASH VENDOR DEPOSIT REFUND	50.00

Check Date	Check	Vendor Name	Description	Amount
11/06/2020	315168	AMERICAN PLANNING ASSOCIATION	APA PLANNING ADVISORY SERVICE SUBSCRIPTION	695.00
11/06/2020	315169	BADGER EVERGREEN NURSERY LLC	TRADITIONAL HOLIDAY TREE WALK - TREES	349.80
11/06/2020	315170	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	348,871.50
11/06/2020	315171	ENVIROLOGIC TECHNOLOGIES INC	PHASE 1 ENVIRONMENTAL-7480 S WESTNEDGE	513.75
11/06/2020	315172	FIRE DEPARTMENT TRAINING NETWORK	FIRE TRAINING	1,800.00
11/06/2020	315173	FORSYTH, LARRY	RED SANTA'S MAILBOX & ARTIST FEES	275.00
11/06/2020	315174	HILL, SHANNON	HAYLOFT THEATRE DEPOSIT REFUND	150.00
11/06/2020	315175	ID NETWORKS, INC.	FINGERPRINT MACHINE MAINT	4,214.00
11/06/2020	315176	INT'L ASSOC OF ARSON INVESTIGATORS	FM MEMBERSHIPS	190.00
11/06/2020	315177	KAL COUNTY FIRE CHIEFS ASSOC.	FIRE PLAN EXAMINER CLASS	375.00
11/06/2020	315178	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER - COMMUNICATION SERVICES	364.00
11/06/2020	315179	MILLER ROAD TRANSFER STATION	EAGLE SCOUT PROJECT	44.00
11/06/2020	315180	PETTY CASH-BARBARA GARLOW	REPLENISHMENT CHECK	1,149.80
11/06/2020	315181	PORTAGE ROTARY	ROTARY DUES FOR COUNCIL	675.00
11/06/2020	315182	UNITED PARCEL SERVICE	UPS WEEKLY	27.92
11/06/2020	315183	VERIZON WIRELESS	CELLULAR TELEPHONES	2,950.49
			Total Paper Checks:	**1,431,990.88**

Check Type: Auto-pay Payments

10/23/2020	CONSUMERS ENERGY	GAS-ELECTRIC	1,327.34
10/30/2020	CONSUMERS ENERGY	GAS-ELECTRIC	97.57
11/04/2020	CONSUMERS ENERGY	GAS-ELECTRIC	10,701.51
11/05/2020	CONSUMERS ENERGY	GAS-ELECTRIC	44,313.70
		Total Auto-pay Payments:	**56,440.12**

Check Type: Electronic Payment

10/23/2020	CITY OF PORTAGE	RECOUP UNUSED TRAVEL ADVANCE	450.00
10/23/2020	ICMA	PENSION WITHHOLDINGS	71,474.18
10/23/2020	ICMA	NON UNION PENSION PAYMENT	208.25
10/23/2020	MULTIPLE	WEEKLY TAX DISBURSEMENT 10/16/20	140,370.62
10/26/2020	PCC	PCC FUNDING	31,324.95
10/29/2020	SBF	WATER/SEWER BILL POSTAGE	1,680.70
10/30/2020	HUNTINGTON NATIONAL BANK	DEBT SERVICE	500.00
10/30/2020	MULTIPLE	PPCOA,UAW,DEPT HEAD & CITY MGR PENSION PMTS	16,303.04
10/30/2020	MULTIPLE	WEEKLY TAX DISBURSEMENTS 10/23/20	178,381.18
		Total Electronic Payments:	**440,692.92**

Check Date	Check	Vendor Name	Description	Amount
Check Type: Credit Card Transactions				
10/01/2020		BUZZSPROUT.COM PODCAST	MONTHLY PODCAST HOSTING SERVICE	24.00
10/02/2020		PEOPLEFACTS	NEW HIRE ADDITIONAL BACKGROUND CHECK	98.74
10/05/2020		SONESTA HOTELS	POLICE TRAINING/CONFERENCE	558.92
10/08/2020		JIMMY JOHNS	COUNCIL MEAL DURING INTERVIEWS	94.57
10/12/2020		B AND W CHARTERS	TRAD HOLIDAY SHUTTLE REFUND	(100.00)
10/12/2020		HOME DEPOT.COM	TRAD HOLIDAY SUPPLIES	924.00
10/12/2020		HOME DEPOT.COM	TRAD HOLIDAY SUPPLIES	597.00
10/12/2020		SAMSCLUB.COM	TRAD HOLIDAY SUPPLIES	805.56
10/15/2020		STATE OF MI MPSCS	RADIO ACTIVATION	18,000.00
10/16/2020		AMZN MKTP	ICE RINK TENT	457.64
10/19/2020		AMZN MKTP	BOILER ROOM FIBER PROJECT	117.66
10/19/2020		TOWNEPLACE SUITES BELL	POLICE TRAINING/CONFERENCE	751.40
10/19/2020		AMZN MKTP	BOILER ROOM FIBER PROJECT	27.33
10/21/2020		DROPBOX	DROPBOX FILE SHARING SERVICE	450.00
10/22/2020		INIA.ORG	POLICE TRAINING/CONFERENCE	425.00
10/22/2020		AMERICAN AIR	POLICE TRAINING/CONFERENCE	414.20
10/23/2020		FGM GRANDIN ROAD	TRAD HOLIDAY SUPPLIES	20.20
10/26/2020		ZAGG INC	FIRE MDT REPLACEMENT	339.16
10/26/2020		AMZN MKTP	DISPOSABLE GLOVES FOR CITY HALL	93.24
10/26/2020		MICHIGAN TAX TRIBUNAL	FILING FEE - LEGAL & ARBITRATION	50.00
10/26/2020		AMAZON.COM	LAPTOP UPGRADES	241.38
10/28/2020		AMZN MKTP	BLACK HISTORY MONTH SPEAKER & BOOK SIGNING	303.40
10/28/2020		MICHIGAN ASSOC OF CHIEFS	POLICE TRAINING/CONFERENCE	280.00
10/29/2020		SMK SURVEYMONKEY.COM	SURVEY SUBSCRIPTION	384.00
10/30/2020		AMAZON.COM	HANDHELD GPS - SELF-GUIDED GEOCACHING PROG	93.87
10/30/2020		LARSON ELECTRONICS LLC	DPW CREDIT FROM JANUARY CANCELLED ORDER	(322.02)
			Total Credit Card Payments:	**25,129.25**
			Grand Total:	**2,362,906.10**

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Ordinance Amendment #20/21-A, Grading and Soil Erosion Control

SUPPORTING PERSONNEL: Chris Forth, Acting Director of Community Development

ACTION RECOMMENDED: Accept Ordinance Amendment #20/21-A, Grading and Soil Erosion Control, for first reading and consider final adoption on December 1, 2020.

Soil erosion and sedimentation is one of the greatest pollutant to lakes, streams and wetlands. Sediment is often the product of uncontrolled erosion occurring at construction sites involving earth change activity. Erosion and sedimentation result in the loss of valuable topsoil, filling of lakes and streams and increased flooding vulnerability.

In a collaborative effort between the City Administration and staff of the Water Resources Division of the Michigan Department of Environment, Great Lakes and Energy (EGLE), modifications to the Grading and Soil Erosion Control ordinance have been completed to comply with the State of Michigan Part 91, Soil Erosion and Sedimentation Control (SESC) of the Natural Resources and Environmental Protection Act (PA 451 of 1994). The majority of modifications are technical in nature and will minimally impact applicants applying for a permit. The substantive changes are noted below:

1. The Department of Community Development is now responsible for administration and enforcement of Article 7, Grading and Soil Erosion Control. Previously, the Department of Transportation and Utilities was responsible but the program has been transferred to Community Development in an effort to streamline to process. Reference to "director" has been removed since the person(s) performing inspections and enforcement is required to be state certified. The Director will, however, supervise administration of the program.
2. A site location sketch and identification of any prominent land features now need to be included on the SESC plan.
3. If a SESC application/plan is disapproved, the applicant must be notified by certified mail of the reasons why and the conditions needed for approval.
4. Expanded the list of exemptions that do not require a SESC permit, including a direct reference to Part 91 and the Rules. This reference to Part 91would avoid the need for the city to process an ordinance amendment should the State of Michigan add additional exemptions.

The modifications for compliance with State of Michigan Part 91, Soil Erosion and Sedimentation Control have been reviewed and approved by EGLE and the Kalamazoo County Conservation District for necessary compliance with State of Michigan requirements.

FUNDING: Not applicable

Attachments:
1. Underline and strikeout version of the required ordinance modifications
2. First Reading Grading and Soil Erosion Control ordinance

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING ARTICLE 7, GRADING AND SOIL EROSION CONTROL

THE CITY OF PORTAGE ORDAINS:

That Article 7 shall be amended as follows:

ARTICLE 7. - GRADING AND SOIL EROSION CONTROL[13]

~~**State Law reference—** Soil erosion and sedimentation control, MCL 324.9101 et seq., MSA 13A.9101 et seq.; local soil erosion and sedimentation control ordinances, MCL 324.9101 et seq., MSA 13A.9101 et seq.~~

Sec. 42-951. ~~-~~– Authority and Purpose of article.

(a) The City of Portage adopts this article pursuant to Part 91, Soil Erosion and Sedimentation Control (SESC), of the Natural Resources Environmental Protection Act, Act 451 of 1994 as amended, MCL 324.9101 et seq. of the Michigan Compiled Laws, and the Administrative Rules ("Rules") promulgated under the authority of Part 91, R 323.1701 et seq.,(Part 17)

(b) The purpose of this article is to prevent soil erosion and sedimentation from earth-change activities in the city by requiring proper provisions for water disposal and protection of soil surfaces during and after construction, ~~nonagricultural development~~ in order to promote the safety, public health, convenience and general welfare of the community.

(c) The Department of Community Development shall be the Municipal Enforcing Agency responsible for the administration an enforcement of this article and Part 91, as amended.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-67; Code 1983, § 1462.01)~~

Sec. 42-952. - Definitions.

(a) The City of Portage adopts by reference the definitions contained in Part 91 and the Rules unless expressively given a different meaning by this article. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

Accelerated soil erosion means the increased loss of the land surface that occurs as a result of human~~'s~~ activities.

Certification of completion means a signed written statement by the ~~director of transportation~~ Department of Community Development ~~and utilities or the director of community development~~ that specific construction has been inspected and found to comply with all grading plans, ~~and~~ specifications and permit conditions.

Department of Community Development means the department authorized agents having the appropriate Part 91 certifications to administer and enforce the soil erosion and sedimentation control program within the City of Portage.

Earth change permit means a permit issued to authorize work to be performed under provisions of Part 91, the Rules and this article. ~~manmade change in the natural cover or topography of land, including~~

~~cut or fill activities, which may result in or contribute to soil erosion or sedimentation of the waters of the state.~~

Erosion means the process by which the ground surface is worn away by action of wind, water, gravity or a combination thereof.

Excavation and *cut* mean any act by which soil or rock is cut into, dug, quarried, uncovered, removed, displaced or relocated, and includes the conditions resulting therefrom.

Floodplain means that area which would be inundated by storm runoff or floodwater equivalent to that which would occur with a rainfall or flood of 100-year recurrence frequency after total development of the watershed.

Grading means any stripping, excavating, filling, stockpiling or combination thereof, and includes the land in its excavated or filled condition.

~~*Grading permit* means a permit issued to authorize work to be performed under this article.~~

Land use means a use of land which may result in an earth change, including but not limited to subdivision, residential, commercial, industrial, recreational or other development; private and public highway, road and street construction; drainage construction; logging operations; agricultural practices; and mining.

Municipal Enforcing Agency means an agency designated by a municipality under Section 9106 of Part 91 to enforce a local ordinance related to Part 91 and the Rules.

Permanent soil erosion control measure means a control measure which is installed or constructed to control soil erosion and sedimentation and which is maintained after project completion.

Stripping means any activity which removes or significantly disturbs the vegetative surface cover of land, including clearing and grubbing operations.

Temporary soil erosion and sedimentation control measures means interim control measures which are installed or constructed for the control of soil erosion and sedimentation and which are not maintained after project completion.~~until permanent soil erosion control is effected.~~

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-68; Code 1983, § 1462.02)~~

~~**Cross reference**— Definitions generally, § 1-2.~~

Sec. 42-953. - Compliance with article prerequisite to issuance of building permit or plat approval.

Soil erosion and sediment control measures for a development shall be consistent with the requirements of this article prior to issuance of any building permit for a development approved under article 4 of this chapter and prior to final approval of a plat approved under article 5 of this chapter or article 6 of this chapter.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-69; Code 1983, § 1462.03; Ord. No. 092-24, 8-4-1992)~~

Sec. 42-954. ~~–~~ Reserved~~Certification of completion required prior to issuance of certificate of occupancy.~~

~~No certificate of occupancy for a building shall be issued unless the applicant for such certificate has obtained a certification of completion indicating compliance with all grading plans and specifications and~~

~~completion of all permanent soil erosion control measures, except requirements which cannot be met because of seasonal weather conditions. In such cases, temporary permits may be issued.~~

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-70; Code 1983, § 1462.04)~~

Sec. 42-955. ~~–~~ ~~Grading~~ Earth change permit required; issuance.

(a) *Required.* A landowner or designated agent who contracts for, allows, or engages in an earth change shall obtain an earth change permit before commencing an earth change which disturbs 1 or more acres of land or which is within 500 feet of the water's edge of a lake or stream. Except as exempted by section 42-965, no person shall do any grading, stripping, excavating or filling, or undertake any earth change, unless ~~he has~~ they have a valid ~~grading~~ earth change permit issued by the ~~director of transportation and utilities or the director~~Department of ~~c~~Community ~~d~~Development.

(b) *Application.* A separate application is required for each ~~grading~~ earth change permit. Plans, specifications and timing schedules shall be submitted with each application for ~~a grading~~and earth change permit. The earth change plans shall be prepared or approved and signed by a professional engineer or architect. The ~~director of transportation and utilities~~Department of Community Development may waive the preparation or approval and signature by the professional engineer or architect ~~when the work entails~~upon request by the applicant when the work entails little hazard to other property and does not include the ~~construction~~ addition of fill upon which a structure may be erected.

(c) *Required information.* The plans and specifications accompanying the ~~grading~~ earth change permit application shall contain, but not be limited to, the following data:

(1) A ~~vicinity sketch~~site map, at a scale not to exceed one inch equal to ~~8~~200 feet, ~~indicating the site~~showing the distance and location of any proposed earth change to the nearest lake or stream. The site map shall include a legal description of the site.~~as well as the adjacent properties within 500 feet of the site boundaries, showing the distance and location of the nearest lake, stream or drainage course;~~

(2) ~~A boundary line survey or legal description of the site on which the work is to be performed; and~~A location sketch.

(3) ~~A plan of the site, at a scale of not to exceed one inch equal to 200 feet, showing:~~A soil investigation report, soils survey or written description of the soil types of the site on which the work is to be performed; and

(4) Details for the proposed earth change shall include all of the following:

~~a. The names, addresses and telephone numbers of the owner, developer and petitioner;~~

~~b~~a. A timing schedule indicating the anticipated starting and completion dates of the development sequence and the time of exposure of each area prior to the completion of effective erosion and sediment control measures;

b~~c~~. ~~Calculations of the quantity of excavation and fill involved;~~The location and description for installing and removing all proposed temporary soil erosion and sedimentation control measures;

c~~d~~. ~~Existing topography at a maximum of two-foot contour intervals;~~A description and the location of the physical limits of each proposed earth change with the pre-construction topography

~~e. Proposed topography at a maximum of two-foot contour intervals;~~

~~f~~d. The location of any structure or natural feature on the site;

~~g. The location of any proposed additional structure or development on the site;~~

~~h~~e. The elevations, dimensions, location, extent and slope of all proposed grading, including building and driveway grades;

f~~i~~. ~~The estimated cost of the required temporary and permanent soil erosion control measures;~~A description and the location of all proposed permanent soil erosion and sedimentation control measures

g~~j~~. Plans of all drainage provisions, and dewatering facilities, ~~retaining walls, cribbing, planting, anti-erosion devices or other temporary or permanent soil erosion control measures to be constructed in connection with, or as a part of, the proposed work, together with a map showing the drainage area of land tributary to the site and estimated runoff of the area served by any drain;~~ and

h~~k~~. A program proposal for the continued maintenance of all permanent soil erosion and sediment control measures that remain after project completion, including the designation of the person responsible for the maintenance. Maintenance responsibilities shall become a part of any sales or exchange agreement for the land on which the permanent soil erosion control measures are located.~~Other information or data as may be required by the director of transportation and utilities or the director of community development, such as a soil investigation report, which shall include but not be limited to data regarding the nature, distribution and supporting ability of existing soils and rock on the site.~~

(d) *Fees.* At the time of filing an application for a ~~grading~~ earth change permit, a nonrefundable filing fee in the amount established by resolution of the council shall be paid to the city treasurer. An additional nonrefundable fee as established by the council will be charged for plan review and site inspection, with a minimum fee as established by the council for such review and inspection.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-71; Code 1983, § 1462.05)~~

Sec. 42-956. - Bond.

(a) *Required.* No ~~grading~~ earth change permit shall be issued unless the permittee first posts, with the ~~director of transportation and utilities~~Department of Community Development, a bond executed by the owner and a corporate surety with authority to do business in the state as a surety.

(b) *Form.* The bond shall be in a form approved by the city attorney, payable to the city and in the amount of the estimated total cost of all temporary or permanent soil erosion and sediment control measures. The total cost shall be estimated by the ~~director of transportation and utilities or the director of community development~~Department of Community Development. The bond shall include penalty provisions for failure to complete the work on schedule as specified on the ~~grading~~ earth change permit. In lieu of a surety bond, the applicant may file with the ~~attorney~~ city a cash bond or an instrument of credit in the amount equal to that which would be required for the surety bond.

~~(c) *Self-insurance.* In lieu of a surety or cash bond or an instrument of credit, the city may, in its discretion, upon application by a public utility that regularly engages in grading, stripping, excavating or filling within the city, issue a certificate of self-insurance to a public utility, when it is satisfied that such public utility is possessed, and will continue to be possessed, of the ability to pay those costs and expenses which may be incurred by the city should the public utility fail to comply with all of the provisions of this article and the permit. Upon not less than ten days' notice and a hearing pursuant to such notice, the city may upon reasonable grounds cancel such a certificate of self-insurance.~~

(~~d~~c) *Conditions.* Every bond and instrument of credit and every cash deposit shall include, and every certificate of self-insurance shall be made on, the condition that the permittee complies with all of the provisions of this article and the earth change permit and completes all the work contemplated under the earth change permit within the time limit ~~specified in the permit~~permitted. If the terms of the earth change permit are not met, the bond will be used to address any outstanding issues.~~no time limit is specified, the project shall be completed within 180 days after the date of issuance of the permit.~~

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-72; Code 1983, § 1462.06)~~

Sec. 42-957. - Extension of time for completion of work.

If a permittee under this article is unable to complete the work within the specified time, ~~he~~ they may, at least ten days prior to the expiration of the earth change permit, present in writing, to the ~~director of transportation and utilities or the director of~~Department of ~~c~~Community ~~d~~Development, a request for an extension of time, setting forth the reasons for the requested extension. If such an extension is warranted, the ~~director of transportation and utilities or the director~~Department of ~~c~~Community ~~d~~Development may grant additional time for the completion of the work, but no such extension shall release the owner or the surety on the bond or the person furnishing the instrument of credit or cash bond.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-73; Code 1983, § 1462.07)~~

Sec. 42-958. - Failure to complete work.

If a permittee under this article fails to complete the work or comply with all the requirements, conditions and terms of the permit, the ~~director of transportation and utilities or the director~~Department of ~~c~~Community ~~d~~Development may order such work as is necessary to eliminate any danger to persons or property and to leave the site in a safe condition, and may authorize completion of all necessary temporary or permanent soil erosion measures. The permittee and the surety executing the bond, or the person issuing the instrument of credit or making the cash deposit, shall continue to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses that may be incurred or expended by the city in causing any such work to be done. In the case of a cash deposit, any unused portion thereof shall be refunded to the permittee.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-74; Code 1983, § 1462.08)~~

Sec. 42-959. ~~-~~ ~~–~~ ~~Denial of grading permit.~~Disapproval of earth change permit application

(a) The Department of Community Development shall approve, disapprove, or require modification of an application for an earth change permit. If an application is disapproved, the applicant shall be notified by certified mail of its reasons for disapproval and conditions required for approval. The Department of Community Development need not notify an applicant of approval or disapproval by mail if the applicant is given written approval or disapproval of the application in person. A permit given to the applicant either in person or by mail constitutes approval.

(b) ~~Grading~~ Earth change permits shall not be issued where:

(1) The proposed work would cause hazards to the public safety and welfare.

(2) The work as proposed by the applicant will damage any public or private property or interfere with any existing drainage course in such a manner as to cause damage to any adjacent property or result in the deposit of debris or sediment on any public way or into any waterway or create an unreasonable hazard to persons or property.

(3) The land area for which grading is proposed is subject to geological hazard to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce settlement, slope instability or any other such hazard to persons or property.

(4) The land area for which the grading is proposed may lie within the floodplain of any stream or watercourse (not specifically designated and delineated by the city as an area subject to flood hazard), unless a hydrologic report, prepared by a professional engineer, is submitted to certify that the proposed grading will have, in his opinion, no detrimental influence on the public welfare or upon the total development of the watershed.

(5) The earth change permit application is incomplete or does not comply with the provisions of Part 91, the Rules, or this article.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-75; Code 1983, § 1462.09)~~

Sec. 42-960. - Modification of approved plans.

All modifications of the approved grading plans must be submitted and approved by the Department of Community Development~~director of transportation and utilities or the director of community development~~. All necessary sustaining reports shall be submitted with a proposal to modify the approved ~~grading~~ earth change plan. No ~~grading~~ earth change work in connection with any proposed modification is permitted without the approval of the ~~director of transportation and utilities.~~ Department of Community Development

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-76; Code 1983, § 1462.10)~~

Sec. 42-961. - Responsibilities of permittee.

During grading operations, a permittee under this article is responsible for:

(~~1~~a) The prevention of damage to any public utility or service within the limits of grading and along any route of travel of the equipment;

(~~2~~b) The prevention of damage to adjacent property. No person shall grade on land so close to the property line as to endanger any adjoining public street, sidewalk, alley or public or private property without supporting and protecting such property from settling, cracking or other damage which might result;

(~~3~~c) Carrying out the proposed work in accordance with the approved plans and in compliance with the requirements of the permit and this article; and

(4d) The ~~prompt removal~~prevention of all soil, miscellaneous debris or other materials applied, dumped or otherwise deposited on public streets, highways, sidewalks or other public thoroughfares during transit to and from the construction, where such spillage constitutes a public nuisance or hazard.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-77; Code 1983, § 1462.11)~~

Sec. 42-962. - General standards.

(a) *Erosion control required.* Any earth changes shall be conducted in a manner which will effectively reduce accelerated soil erosion and resulting sedimentation.

(b) *Compliance with state rules.* All persons engaged in earth changes shall design, must implement and maintain acceptable soil erosion and sedimentation and control measures, in conformity with part 91 and the Rules,~~of the Natural Resources and Environmental Protection Act (MCL 324.9101 et seq., MSA 13A.9101 et seq.) and all official rules of the state water resources commission promulgated pursuant thereto,~~ which effectively reduces accelerated soil erosion and off-site sedimentation.

(c) *Limitation of exposure of disturbed land.* All earth changes shall be designed, constructed and completed in a manner which shall limit the exposed area of any disturbed land for the shortest possible period of time.

(d) *Removal of sediment from runoff water.* Sediment caused by accelerated soil erosion shall be removed from runoff water before it leaves the site of the earth change.

(e) *Limitation of water flow.* A temporary or permanent facility designed and constructed for the conveyance of water around, through or from the earth change area shall be designed to limit the water flow to a non-erosive velocity.

(f) *Final grading and stabilization.* Temporary soil erosion and sedimentation control ~~facilities~~ measures shall be removed after permanent ~~and earth change areas graded and stabilized with permanent~~ soil erosion and sedimentation control measures are in place and the area is stabilized. All earth change areas shall be graded and stabilized with permanent soil erosion control measures as shown on the approved earth change plan.~~pursuant to approved standards and specifications as prescribed by the rules of the state water resources commission.~~

(g) *Completion of permanent erosion control measures.* Permanent soil erosion control measures for all~~ny~~ slopes, channels, ditches or disturbed land area shall be completed within ~~1~~5 calendar days after final grading or the final earth change has been completed. If ~~When~~ it is not possible to permanently stabilize a disturbed area after an earth change has been completed or ~~where~~ if significant earth change activity ceases, temporary soil erosion control measures shall be implemented within 30 calendar days. All temporary soil erosion control measures shall be maintained until permanent soil erosion control measures are ~~implemented~~in place and the disturbed areas are stabilized.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-78; Code 1983, § 1462.12)~~

Sec. 42-963. - Maintenance of protective devices.

Persons carrying out soil erosion and sediment control measures under this article, and all subsequent owners of property in which such measures have been taken, shall install and maintain ~~concerning which such measures have been taken, shall maintain~~ all permanent anti-erosion devices, retaining walls, structures, plantings and other protective devices in accordance with the standards and specifications included in this article.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-79; Code 1983, § 1462.13)~~

Sec. 42-964. - Design and installation standards.

All ~~grading plans and specifications~~temporary and permanent soil erosion and sedimentation control measures shall be completed in accordance with the ~~, including extensions of previously approved plans, shall include provisions for erosion and sediment control in accordance with, but not limited to, the standards contained in the Standards and Specifications for Soil Erosion and Sediment Control prepared by the Kalamazoo Soil Conservation District. Copies of such standards are available for inspection in the office of the city clerk, the director of community development and the director of transportation and utilities.~~approved earth change plan. Installation and maintenance of all soil erosion and sedimentation control measures shall be in accordance with the product manufacturer, Michigan Department of Environment, Great Lakes and Energy and the City of Portage Contract Conditions and Specifications. If a conflict exists between the standards, the Department of Community Development shall determine which specifications are appropriate for the project.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-80; Code 1983, § 1462.14)~~

Sec. 42-965. - Exemptions from earth change permit requirement; variances.

(a) Notwithstanding any other provision of this part, a person is not required to obtain a permit for earth changes associated with the following agricultural practices if the earth change activities do not result in or contribute to soil erosion or sedimentation of the waters of the state or a discharge of sediment off-site:~~No permit issued under this article is required for the following:~~

(1) The construction, maintenance, or removal of fences and fence lines.~~Agricultural uses of land;~~

(2) The removal of tree or shrub stumps or roots.~~Grading or excavation below finished grade for basements, footings, retaining walls or other structures on plots zoned one-family or two-family residential of less than one acre and more than 500 feet from any lake, stream or drainage course;~~

(3) The installation of drainage tile, irrigation, or electrical lines.~~Sidewalks and driveways authorized by a valid permit under chapter 66;~~

(4) The construction or maintenance of 1 or more ponds that meet all of the following:

(i) The earth change associated with the construction or maintenance is less than 5 acres.

(ii) The earth change associated with the construction or maintenance does not result in a discharge of storm water into the waters of the state.

(iii) The earth change associated with the construction or maintenance is not part of a larger plan of development. As used in this subparagraph, "larger plan of development" means a contiguous area where multiple separate and distinct construction activities are occurring under a single plan as identified in documentation or physical demarcation indicating where construction activities may occur.

~~Normal public works maintenance activities such as road leveling and minor repairs or alterations to rights-of-way not affecting a lake or stream;~~

~~(5) Normal maintenance or landscaping activities on private or public property or projects;~~

~~(6) The installation of utility poles and utility service lines, normal utility maintenance activities, and emergency repairs and other utility activities of a minor nature; and~~

~~(7) Where the director of transportation and utilities or the director of community development certifies in writing that the planned work and the final structures or topographical changes will not result in or contribute to soil erosion or sedimentation of the waters of the state, will not interfere with any existing drainage course in such a manner as to cause damage to any adjacent property or result in the deposit of debris or sediment on any public way, will not create any hazard to persons or property, and will have no detrimental influence upon the public welfare or upon the total development of the watershed.~~

~~Although no permits are required under this subsection, the operations and construction exempted from obtaining permits must comply with the rules and regulations concerning grading and erosion specified in this article.~~

(b) Notwithstanding any other provision of this part, a residential property owner who causes the following activities to be conducted on individual residential property owned and occupied by him or her is not required to obtain a permit under this part if the earth change activities do not result in or contribute to soil erosion or sedimentation of the waters of the state or a discharge of sediment off-site:

(1) An earth change of a minor nature that is stabilized within 24 hours of the initial earth disturbance.

(2) Gardening, if the natural elevation of the area is not raised.

(3) Post holes for fencing, decks, utility posts, mailboxes, or similar applications, if no additional grading or earth change occurs for use of the post holes.

(4) Removal of tree stumps, shrub stumps, or roots resulting in an earth change not to exceed 100 square feet.

(5) All of the following activities, if soil erosion and sedimentation controls are implemented, the earth change is stabilized within 24 hours of the initial earth disturbance, and soil erosion or

sedimentation to adjacent properties or the waters of the state has not or will not reasonably occur:

(i) Planting of trees, shrubs, or other similar plants.

(ii) Seeding or reseeding of lawns of less than I acre if the seeded area is at least 100 feet from the waters of the state.

(iii) Seeding or reseeding of lawns closer than 100 feet from the waters of the state if the area to be seeded or reseeded does not exceed I 00 square feet.

(iv) The temporary stockpiling of soil, sand, or gravel not greater than a total of 10 cubic yards on the property if the stockpiling occurs at least 100 feet from the waters of the state.

v) Seawall maintenance that does not exceed 100 square feet.

(c) A permit is not required for any of the following:

(1) A beach nourishment project permitted under Part 325 of Act 451 of the Public Acts of 1994 as amended.

(2) Normal road and driveway maintenance, such as grading or leveling that does not increase the width or length of the road or driveway and that will not contribute sediment to lakes or streams.

(3) Metallic mineral mining activity that is regulated under a mining and reclamation plan under part 631 or 634 or a mining, reclamation, and environmental protection plan under part 632, if the plan contains soil erosion and sedimentation control provisions and is approved by the department. As used in this section, "mining" does not include the removal of clay, gravel, sand, peat, or topsoil.

(4) Earth changes associated with well locations, surface facilities, flowlines, or access roads relating to oil or gas exploration and development activities regulated under Part 615, or mineral well exploration and development activities regulated under part 625, if the application for a permit to drill and operate contains a soil erosion and sedimentation control plan that is approved by the department under Part 615 or 625. However, those earth changes shall conform to the same standards as required for a permit under Part 91. This subsection does not apply to a multisource commercial hazardous waste disposal well.

(5) Earth changes associated with logging, mining, or the plowing or tilling of land for the purpose of crop production or the harvesting of crops. However, all earth changes associated with the activities listed in this section shall conform to the same standards as if they required a permit under Part 91. The exemption from obtaining a permit under this subsection does not include either of the following:

(i) Access roads to and from the site where active mining or logging is taking place.
(ii) Ancillary activities associated with logging and mining.

(6) Any additional exemptions listed in Section 9115 or 9115a of Part 91 or Rule 1705[HJ(1].

(d) Exemptions provided in this section shall not be construed as exemptions from enforcement procedures under Part 91 or the Rules if the exempted activities cause or result in a violation of Part 91 or the Rules[HJ(2].

~~Where it is alleged that there is error or misinterpretation in an order, requirement, decision, grant or refusal made by the director of transportation and utilities or the director of community development, the board of zoning appeals shall have the power to hear specific applications and may amend or change such order, requirement, decision, grant or refusal so that it is in harmony with the general~~

~~purpose and intent of this article. The procedural requirements for appeals under article 4, division 2, subdivision 5 of this chapter are applicable to appeals under this article.~~

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-81; Code 1983, § 1462.15)~~

Sec. 42-966. - Enforcement generally; inspections; issuance of certification of completion.

(a) This article shall be enforced by the ~~director of transportation and utilities~~Department of Community Development. If it is determined that soil erosion or sedimentation of adjacent properties or the waters of the state has or will reasonably occur from land in violation of this article, Part 91 or the Rules, a notification of a violation shall be sent to the alleged violator and the owner(s) of the property according to the tax rolls at the City Assessor's office. . Notification of violation shall include: a notice to cease the violation, description of the violation, necessary corrective action and a deadline for completion of such action to comply with this article, Part 91 or the Rules.~~or, where a building permit is required, by the director of community development. The director of transportation and utilities or the director of community development shall inspect the work and shall require adequate inspection of compaction by a soil engineer or by a soil testing agency approved by the director of transportation and utilities, unless he determines that such inspection requirements may be waived due to the nonhazardous nature of the grading.~~

(b) A person who violates this article is responsible for the following enforcement provisions, and any additional enforcement provisions listed under Part 91 and the Rules:

(1) Any person violating any provision of this article shall be responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than $2,500.

(2) A person who knowingly violates any of the provisions of this article or Part 91 after having received the written notice of determination as required under Section 9112 or 9117 of Part 91, through registered or certified mail of the existence of the violation and being directed to correct the violation within a specified time, is responsible for the payment of a civil fine of not less than $2,500 or more than $25,000 for each day of violation.

(3) Any person who knowingly violates any of the provisions of this article or Part 91 or knowingly makes a false statement in an application for an earth change permit, or knowingly makes a false statement in an earth change plan, is responsible for the payment of a civil fine of not more than $10,000 for each day of violation.

~~Upon satisfactory execution of all approved grading plans and other requirements, the director of transportation and utilities or the director of community development shall issue a certification of completion. If the director of transportation and utilities or the director of community development finds any existing condition not as stated in the application, grading permit or approved plan, he may refuse to approve further work until approval of a revised grading plan which will conform to the existing conditions.~~ (c) The Department of Community Development shall inspect the work and shall require adequate inspection of compaction by a soil engineer or by a soil testing agency, unless the Department of Community Development determines that such inspection requirements may be waived due to the nonhazardous nature of the earth changes.

(d) Upon satisfactory execution of all approved earth change plans and other requirements, the Department of Community Development shall release the respective bond. If the Department of Community Development finds any existing condition not as stated in the application, earth change permit or approved plan, release of bond may be delayed until approval of a revised grading plan which conforms to the existing conditions.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-82; Code 1983, § 1462.16)~~

Sec. 42-967. - Right of entry.

The Department of Community Development~~director of transportation and utilities or the director of community development~~, ~~or their duly authorized agents,~~ may, at all reasonable times, enter in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this article, Part 91 or the Rules. ~~or the rules of the state water resources commission promulgated pursuant to part 91 of the Natural Resources and Environmental Protection Act (MCL 324.9101 et seq., MSA 13A.9101 et seq.).~~

Sec 42-968. – Effective date

This article shall not become effective until 30 days after its adoption and publication.

~~(Min. Bk. 1975, p. 228, Vol. 5, 2-18-1975; Code 1967, § 6-83; Code 1983, § 1462.17)~~

Secs. 42-969~~8~~—42-990. - Reserved.

Dated: _____

Patricia M. Randall, Mayor

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

CERTIFICATION

I, Erica Eklov, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 2020.

_____

Erica Eklov, City Clerk

FIRST READING NOTICE
CITY OF PORTAGE, MICHIGAN
NOTICE

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

NOTICE IS HEREBY GIVEN, that an Ordinance to amend the Code of Ordinances of the City of Portage, Michigan by Amending Article 7, Grading and Soil Erosion Control, of Chapter 42, Land Development Regulations was introduced for first reading at a regular meeting of the City Council held on _____, 2020, and that the Council will conduct a second reading for the proposed amendments at the Portage City Hall in said City on _____, 2020, at 7:00 p.m. or as soon thereafter as may be heard.

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

THE CITY OF PORTAGE ORDAINS:

That Article 7 shall be amended as follows:

ARTICLE 7. - GRADING AND SOIL EROSION CONTROL

Sec. 42-951. – Authority and Purpose of article.

(a) The City of Portage adopts this article pursuant to Part 91, Soil Erosion and Sedimentation Control (SESC), of the Natural Resources Environmental Protection Act, Act 451 of 1994 as amended, MCL 324.9101 et seq. of the Michigan Compiled Laws, and the Administrative Rules ("Rules") promulgated under the authority of Part 91, R 323.1701 et seq., (Part 17).

(b) The purpose of this article is to prevent soil erosion and sedimentation from earth-change activities in the city by requiring proper provisions for water disposal and the protection of soil surfaces during and after construction, in order to promote the safety, public health, convenience and general welfare of the community.

(c) The Department of Community Development shall be the Municipal Enforcing Agency responsible for the administration and enforcement of this article and Part 91, as amended.

Sec. 42-952. - Definitions.

(a) The City of Portage adopts by reference the definitions contained in Part 91 and the Rules unless expressively given a different meaning by this article. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accelerated soil erosion means the increased loss of the land surface that occurs as a result of human activities.

Certification of completion means a signed written statement by the Department of Community Development that specific construction has been inspected and found to comply with all grading plans, specifications and permit conditions.

Department of Community Development means the department authorized agents having the appropriate Part 91 certifications to administer and enforce the soil erosion and sedimentation control program within the City of Portage.

Earth change permit means a permit issued to authorize work to be performed under the provisions of Part 91, the Rules and this article.

Erosion means the process by which the ground surface is worn away by action of wind, water, gravity or a combination thereof.

Excavation and *cut* mean any act by which soil or rock is cut into, dug, quarried, uncovered, removed, displaced or relocated, and includes the conditions resulting therefrom.

Floodplain means that area which would be inundated by storm runoff or floodwater equivalent to that which would occur with a rainfall or flood of 100-year recurrence frequency after total development of the watershed.

Grading means any stripping, excavating, filling, stockpiling or combination thereof, and includes the land in its excavated or filled condition.

Land use means a use of land which may result in an earth change, including but not limited to subdivision, residential, commercial, industrial, recreational or other development; private and public highway, road and street construction; drainage construction; logging operations; agricultural practices; and mining.

Municipal Enforcing Agency means an agency designated by a municipality under Section 9106 of Part 91 to enforce a local ordinance related to Part 91 and the Rules.

Permanent soil erosion and sedimentation control measure means a control measure which is installed or constructed to control soil erosion and sedimentation and which is maintained after project completion.

Stripping means any activity which removes or significantly disturbs the vegetative surface cover of land, including clearing and grubbing operations.

Temporary soil erosion and sedimentation control measures means interim control measures which are installed or constructed for the control of soil erosion and sedimentation and which are not maintained after project completion.

Sec. 42-953. - Compliance with article prerequisite to issuance of building permit or plat approval.

Soil erosion and sediment control measures for a development shall be consistent with the requirements of this article prior to issuance of any building permit for a development approved under article 4 of this chapter and prior to final approval of a plat approved under article 5 of this chapter or article 6 of this chapter.

Sec 42-954- Reserved

Sec. 42-955. - Earth change permit required; issuance.

(a) *Required.* A landowner or designated agent who contracts for, allows, or engages in an earth change shall obtain an earth change permit before commencing an earth change which disturbs 1 or more acres of land or which is within 500 feet of the water's edge of a lake or stream. Except as exempted by section 42-965, no person shall do any grading, stripping, excavating or filling, or undertake any earth change, unless they have a valid earth change permit issued by the Department of Community Development.

(b) *Application.* A separate application is required for each earth change permit. Plans, specifications and timing schedules shall be submitted with each application for an earth change permit. The earth change plans shall be prepared or approved and signed by a professional engineer or architect. The Department of Community Development may waive the preparation or approval and signature by the professional engineer or architect upon request by the applicant when the work entails little hazard to other property and does not include the addition of fill upon which a structure may be erected.

(c) *Required information.* The plans and specifications accompanying the earth change permit application shall contain, but not be limited to, the following data:

(1) A site map, at a scale not to exceed one inch equal to 200 feet, showing the distance and location of any proposed earth change to the nearest lake or stream. The site map shall include a legal description of the site.

(2) A location sketch.

(3) A soil investigation report, soils survey or written description of the soil types of the site on which the work is to be performed; and

(4) Details for the proposed earth change shall include all of the following:

a. A timing schedule indicating the anticipated starting and completion dates of the development sequence and the time of exposure of each area prior to the completion of effective erosion and sediment control measures;

b. The location and description for installing and removing all proposed temporary soil erosion and sedimentation control measures;

c. A description and the location of the physical limits of each proposed earth change with the pre-construction topography;

d. The location of any structure or natural feature on the site;

e. The elevations, dimensions, location, extent and slope of all proposed earth changes, including building and driveway grades;

f. A description and the location of all proposed permanent soil erosion and sedimentation control measures;

g. Plans of all drainage provisions and dewatering facilities; and

h. A program proposal for the continued maintenance of all permanent soil erosion and sediment control measures that remain after project completion, including the designation of the person responsible for the maintenance. Maintenance responsibilities shall become a part of any sales or exchange agreement for the land on which the permanent soil erosion control measures are located.

(d) *Fees.* At the time of filing an application for an earth change permit, a nonrefundable filing fee in the amount established by resolution of the council shall be paid to the city treasurer. An additional nonrefundable fee as established by the council will be charged for plan review and site inspection, with a minimum fee as established by the council for such review and inspection.

Sec. 42-956. - Bond.

(a) *Required.* No earth change permit shall be issued unless the permittee first posts, with the Department of Community Development, a bond executed by the owner and a corporate surety with authority to do business in the state as a surety.

(b) *Form.* The bond shall be in a form approved by the city attorney, payable to the city and in the amount of the estimated total cost of all temporary or permanent soil erosion and sedimentation control measures. The total cost shall be estimated by the Department of Community Development. The bond shall include penalty provisions for failure to complete the work as specified on the earth change permit. In lieu of a surety bond, the applicant may file with the city a cash bond or an instrument of credit in the amount equal to that which would be required for the surety bond.

(c) *Conditions.* Every bond and instrument of credit and every cash deposit shall include, and every certificate of self-insurance shall be made on, the condition that the permittee complies with all of the provisions of this article and the earth change permit and completes all the work contemplated under the earth change permit within the time limit permitted. If the terms of the earth change permit are not met, the bond will be used to address any outstanding issues.

Sec. 42-957. - Extension of time for completion of work.

If a permittee under this article is unable to complete the work within the permitted time, they may, at least ten days prior to the expiration of the earth change permit, present in writing, to the Department of Community Development, a request for an extension of time, setting forth the reasons for the requested extension. If such an extension is warranted, the Department of Community Development may grant additional time for the completion of the work, but no such extension shall release the owner or the surety on the bond or the person furnishing the instrument of credit or cash bond.

Sec. 42-958. - Failure to complete work.

If a permittee under this article fails to complete the work or comply with all the requirements, conditions and terms of the earth change permit, the Department of Community Development may order such work as is necessary to eliminate any danger to persons or property and to leave the site in a safe condition, and may authorize completion of all necessary temporary or permanent soil erosion measures. The permittee and the surety executing the bond, or the person issuing the instrument of credit or making the cash deposit, shall continue to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses that may be incurred or expended by the city in causing any such work to be done. In the case of a cash deposit, any unused portion thereof shall be refunded to the permittee.

Sec. 42-959. - Disapproval of earth change permit application.

(a) The Department of Community Development shall approve, disapprove, or require modification of an application for an earth change permit. If an application is disapproved, the applicant shall be notified by certified mail of its reasons for disapproval and conditions required for approval. The Department of Community Development need not notify an applicant of approval or disapproval by mail if the applicant is given written approval or disapproval of the application in person. A permit given to the applicant either in person or by mail constitutes approval.

(b) Earth change permits shall not be issued where:

(1) The proposed work would cause hazards to the public safety and welfare.

(2) The work as proposed by the applicant will damage any public or private property in such a manner as to cause damage to any adjacent property or result in the deposit of debris or sediment on any public way or into any waterway or create an unreasonable hazard to persons or property.

(3) The land area for which earth change is proposed is susceptible to natural hazards to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce settlement, slope instability or any other such hazard to persons or property.

(4) The land area for which the grading is proposed may lie within the floodplain of any stream or watercourse (not specifically designated and delineated by the city as an area subject to flood hazard), unless a hydrologic report, prepared by a professional engineer, is submitted to certify that the proposed grading will have, in their opinion, no detrimental influence on the public welfare or upon the total development of the watershed.

(5) The earth change permit application is incomplete or does not comply with the provisions of Part 91, the Rules, or this article.

Sec. 42-960. - Modification of approved plans.

All modifications of the approved earth change plans must be submitted and approved by the Department of Community Development. All necessary sustaining reports shall be submitted with a proposal to modify the approved earth change plan. No earth change work in connection with any proposed modification is permitted without the approval of the Department of Community Development.

Sec. 42-961. - Responsibilities of permittee.

During earth change operations, a permittee under this article is responsible for:

(a) The prevention of damage to any public utility or service within the limits of earth change and along any route of travel of the equipment;

(b) The prevention of damage to adjacent property. No person shall make earth changes on land so close to the property line as to endanger any adjoining public street, sidewalk, alley or public or private property without supporting and protecting such property from settling, cracking or other damage which might result;

(c) Carrying out the proposed work in accordance with the approved plans and in compliance with the requirements of the earth change permit and this article; and

(d) The prevention of all soil, miscellaneous debris or other materials applied, dumped or otherwise deposited on public streets, highways, sidewalks or other public thoroughfares during transit to and from the construction, where such spillage constitutes a public nuisance or hazard.

Sec. 42-962. - General standards.

(a) *Erosion control required.* Any earth changes shall be conducted in a manner which will effectively reduce accelerated soil erosion and resulting off-site sedimentation.

(b) *Compliance with state rules.* All persons engaged in earth changes shall design, must implement and maintain acceptable soil erosion and sedimentation and control measures, in conformity with Part 91 and the Rules, which effectively reduces accelerated soil erosion and off-site sedimentation.

(c) *Limitation of exposure of disturbed land.* All earth changes shall be designed, constructed and completed in a manner which shall limit the exposed area of any disturbed land for the shortest possible period of time.

(d) *Removal of sediment from runoff water.* Sediment caused by accelerated soil erosion shall be removed from runoff water before it leaves the site of the earth change.

(e) *Limitation of water flow.* A temporary or permanent facility designed and constructed for the conveyance of water around, through or from the earth change area shall be designed to limit the water flow to a non-erosive velocity.

(f) *Final grading and stabilization.* Temporary soil erosion and sedimentation control measures shall be removed after permanent soil erosion and sedimentation control measures are in place and the area is stabilized. All earth change areas shall be graded and stabilized with permanent soil erosion control measures as shown on the approved earth change plan.

(g) *Completion of permanent erosion control measures.* Permanent soil erosion control measures for all slopes, channels, ditches or any disturbed land area shall be completed

within 5 calendar days after final grading or the final earth change has been completed. If it is not possible to permanently stabilize a disturbed area after an earth change has been completed or if significant earth change activity ceases, temporary soil erosion control measures shall be maintained until permanent soil erosion control measures are in place and the disturbed areas are stabilized.

Sec. 42-963. - Maintenance of protective devices.

Persons carrying out soil erosion and sediment control measures under this article, and all subsequent owners of property in which such measures have been taken, shall install and maintain all permanent anti-erosion devices, retaining walls, structures, plantings and other protective devices in accordance with the standards and specifications included in this article.

Sec. 42-964. - Design and installation standards.

All temporary and permanent soil erosion and sedimentation control measures shall be completed in accordance with the approved earth change plan. Installation and maintenance of all soil erosion and sedimentation control measures shall be in accordance with the product manufacturer, Michigan Department of Environment, Great Lakes and Energy and the City of Portage Contract Conditions and Specifications. If a conflict exists between the standards, the Department of Community Development shall determine which specifications are appropriate for the project.

Sec. 42-965. - Exemptions from earth change permit requirement; variances.

(a) Notwithstanding any other provision of this part, a person is not required to obtain a permit for earth changes associated with the following agricultural practices if the earth change activities do not result in or contribute to soil erosion or sedimentation of the waters of the state or a discharge of sediment off-site:

(1) The construction, maintenance, or removal of fences and fence lines.
(2) The removal of tree or shrub stumps or roots.
(3) The installation of drainage tile, irrigation, or electrical lines.
(4) The construction or maintenance of 1 or more ponds that meet all of the following:

(i) The earth change associated with the construction or maintenance is less than 5 acres.
(ii) The earth change associated with the construction or maintenance does not result in a discharge of storm water into the waters of the state.
(iii) The earth change associated with the construction or maintenance is not part of a larger plan of development. As used in this subparagraph, "larger plan of development" means a contiguous area where multiple separate and distinct construction activities are occurring under a single plan as identified in documentation or physical demarcation indicating where construction activities may occur.

(b) Notwithstanding any other provision of this part, a residential property owner who causes the following activities to be conducted on individual residential property owned and occupied by him or her is not required to obtain a permit under this part if the earth change activities do not result in or contribute to soil erosion or sedimentation of the waters of the state or a discharge of sediment off-site:

(1) An earth change of a minor nature that is stabilized within 24 hours of the initial earth disturbance.
(2) Gardening, if the natural elevation of the area is not raised.
(3) Post holes for fencing, decks, utility posts, mailboxes, or similar applications, if no

additional grading or earth change occurs for use of the post holes.

(4) Removal of tree stumps, shrub stumps, or roots resulting in an earth change not to exceed 100 square feet.

(5) All of the following activities, if soil erosion and sedimentation controls are implemented, the earth change is stabilized within 24 hours of the initial earth disturbance, and soil erosion or sedimentation to adjacent properties or the waters of the state has not or will not reasonably occur:

(i) Planting of trees, shrubs, or other similar plants.

(ii) Seeding or reseeding of lawns of less than I acre if the seeded area is at least 100 feet from the waters of the state.

(iii) Seeding or reseeding of lawns closer than 100 feet from the waters of the state if the area to be seeded or reseeded does not exceed I 00 square feet.

(iv) The temporary stockpiling of soil, sand, or gravel not greater than a total of 10 cubic yards on the property if the stockpiling occurs at least 100 feet from the waters of the state.

v) Seawall maintenance that does not exceed 100 square feet.

(c) A permit is not required for any of the following:

(1) A beach nourishment project permitted under Part 325 of Act 451 of the Public Acts of 1994 as amended.

(2) Normal road and driveway maintenance, such as grading or leveling that does not increase the width or length of the road or driveway and that will not contribute sediment to lakes or streams.

(3) Metallic mineral mining activity that is regulated under a mining and reclamation plan under part 631 or 634 or a mining, reclamation, and environmental protection plan under part 632, if the plan contains soil erosion and sedimentation control provisions and is approved by the department. As used in this section, "mining" does not include the removal of clay, gravel, sand, peat, or topsoil.

(4) Earth changes associated with well locations, surface facilities, flowlines, or access roads relating to oil or gas exploration and development activities regulated under Part 615, or mineral well exploration and development activities regulated under part 625, if the application for a permit to drill and operate contains a soil erosion and sedimentation control plan that is approved by the department under Part 615 or 625. However, those earth changes shall conform to the same standards as required for a permit under Part 91. This subsection does not apply to a multisource commercial hazardous waste disposal well.

(5) Earth changes associated with logging, mining, or the plowing or tilling of land for the purpose of crop production or the harvesting of crops. However, all earth changes associated with the activities listed in this section shall conform to the same standards as if they required a permit under Part 91. The exemption from obtaining a permit under this subsection does not include either of the following:

(i) Access roads to and from the site where active mining or logging is taking place.

(ii) Ancillary activities associated with logging and mining.

(6) Any additional exemptions listed in Section 9115 or 9115a of Part 91 or Rule 1705.

(d) Exemptions provided in this section shall not be construed as exemptions from enforcement procedures under Part 91 or the Rules if the exempted activities cause or result in a violation of Part 91 or the Rules.

Sec. 42-966. - Enforcement generally; inspections; issuance of certification of completion.

(a) This article shall be enforced by the Department of Community Development. If it is determined that soil erosion or sedimentation of adjacent properties or the waters of the state has or will reasonably occur from land in violation of this article, Part 91 or the Rules, a notification of a violation shall be sent to the alleged violator and the owner(s) of the property according to the tax rolls at the City Assessor's office. Notification of violation shall include: a notice to cease the violation, description of the violation, necessary corrective action and a deadline for completion of such action to comply with this article, Part 91 or the Rules.

(b) A person who violates this article is responsible for the following enforcement provisions, and any additional enforcement provisions listed under Part 91 and the Rules:

(1) Any person violating any provision of this article shall be responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than $2,500.

(2) A person who knowingly violates any of the provisions of this article or Part 91 after having received the written notice of determination as required under Section 9112 or 9117 of Part 91, through registered or certified mail of the existence of the violation and being directed to correct the violation within a specified time, is responsible for the payment of a civil fine of not less than $2,500 or more than $25,000 for each day of violation.

(3) Any person who knowingly violates any of the provisions of this article or Part 91 or knowingly makes a false statement in an application for an earth change permit, or knowingly makes a false statement in an earth change plan, is responsible for the payment of a civil fine of not more than $10,000 for each day of violation.

(c) The Department of Community Development shall inspect the work and shall require adequate inspection of compaction by a soil engineer or by a soil testing agency, unless the Department of Community Development determines that such inspection requirements may be waived due to the nonhazardous nature of the earth changes.

(d) Upon satisfactory execution of all approved earth change plans and other requirements, the Department of Community Development shall release the respective bond. If the Department of Community Development finds any existing condition not as stated in the application, earth change permit or approved plan, release of bond may be delayed until approval of a revised grading plan which conforms to the existing conditions.

Sec. 42-967. - Right of entry.

The Department of Community Development may, at all reasonable times, enter in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this article, Part 91 or the Rules.

Sec 42-968. – Effective date.

This article shall not become effective until 30 days after its adoption and publication.

Secs. 42-969—42-990. - Reserved.

Copies of the proposed ordinance amendment may be examined by appointment only, in light of Governor Whitmer's Executive Order 2020-42, at the Office of the City Clerk at City Hall on any business day from 9 a.m. to 4 p.m. The document may also be viewed online at www.portagemi.gov.

Dated:_____, 2020

_____
Erica Eklov, City Clerk

APPROVED AS TO FORM
DATE 11 | 11 | 2020
_____
CITY ATTORNEY

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TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Computer Replacements - Bid Tabulation

SUPPORTING PERSONNEL: Devin Mackinder, Director of Technology Services

ACTION RECOMMENDED: Approve the three-year lease of replacement general-purpose computer devices and accessories from Capital Advantage Leasing of Grand Rapids, Michigan, at a total lease price of $97,297.20 and authorize the City Manager to execute all documents related to this action.

The current industry standard computer replacement schedule is three-to-five years. Approximately one-third of the city general-purpose computers have been in service for approximately three ½ years and are in need of replacement due to declining performance, compatibility problems and necessary repairs.

In order to acquire favorable pricing, retain a standardized replacement schedule and establish a predictable annual budgetary expense, the Technology Services Department opted to lease this group of general-purpose computers, based on pricing provided through a competitive bidding process.

Three bids were submitted, ranging from $91,605.30 to $139,612.00. The lowest bid submitted by SHI International in the amount of $91,605.30 was selected. Capital Advantage Leasing solicited rates from three financial institutions on behalf of the city in order to acquire the favorable fixed leasing rate of 4.49 percent. The term of this proposed lease will be for a period of three years with 12 quarterly payments of $8,108.10 for a total lease cost of $97,297.20. Capital Advantage Leasing has also agreed to include several options for after the lease term ends including returning the equipment, renewing the lease or purchasing the equipment.

It is recommended that City Council approve the three-year lease of replacement general-purpose computer devices and accessories from Capital Advantage Leasing of Grand Rapids, Michigan at a total lease price of $97,297.20 and authorize the City Manager to execute all documents related to this action.

FUNDING: Funds are available and budgeted in the 2019-2020 Capital Improvement Budget for this purpose.

Attachments: 1. Bid Tabulation - Computer Replacement

COMPUTING DEVICES REPLACEMENT
BID TABULATION

Bid Tabulation - Computer Replacements

	Grand Total
SHI International Corp. **290 Davidson Avenue** **Somerset, NJ 08873**	$91,605.30
Applied Imaging - NetSmart Plus **5555 Glenwood Hills Parkway SE** **Grand Rapids, MI 49512**	$131,552.91
Net Solutions LLC **561 East Jefferson** **Detroit, MI 48226**	$139,612.00

COMPUTING DEVICES REPLACEMENT
BID TABULATION

Description	Quantity
ThinkCentre M70s 11DB-SFF - Core i7 Desktop Computers	40
ThinkPad t15 Gen 1 20S7 - Core i7 Laptop Computers	24
THINKPAD ULTRA DOCKING STATION DOCK	20
TS P340 SFF Workstation	1
ThinkVision T24i-20 LED Monitors	62
P520c w/ 10 Core Processor	1
Imac 4K	1
ThinPad X1	6
X1 YOGA G4	1
Desktop TC M70a	2
Lenovo Premier Support	2

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Amendment to the General Appropriations Act

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Amend the General Appropriations Act (budget) for the fiscal year ending June 30, 2021.

The normal government procurement process involves issuance of purchase orders to obtain goods and services necessary to provide service to citizens. Purchase orders specify description, quantity and price of the required goods. With each purchase order, an encumbrance is entered into the city accounting system to reserve budgeted funds to pay for the goods. As goods are received and the related invoices paid, the encumbrances are relieved. At the end of each fiscal year, open purchase orders (encumbrances) are carried forward to the next fiscal year to reserve funds required to pay for goods and services already ordered. This is completed by adding the encumbered funds to the annual budget of the next fiscal year. The "encumbrance carry forward" process is a standard practice in governmental accounting. The City of Portage Charter, Section 7.6(d), requires the production of this listing for approval by City Council.

For Fiscal Year 2019-2020, the amount recommended to be rolled forward is $1,016,453. This total consists of:

Fleet & Facilities Fund equipment	$334,332
Street projects	$241,350
General Fund	$167,879
Utility projects	$152,587
Cable Television Fund	$111,799
Leaf Pickup Fund	$8,506
Total	**$1,016,453**

A significant portion of the funds to be rolled forward includes approximately $334,000 for fleet and facilities snow plow up-fitting. Street projects include approximately $127,000 for mill and fill services provided by Rieth-Riley and $107,000 for line-striping and specialty marking services provided by Michigan Pavement Markings. General Fund significant projects include approximately $64,000 in city-wide consulting projects, $99,000 in public safety projects and supplies, and $4,000 in COVID-19 supplies. The utility project amount primarily consists of $69,000 in retention basin rehabilitation, storm water monitoring and PFAS, $50,000 for the work to be performed by on Retention Basin No. 5 at Fire Station No. 2, and $33,000 in Hampton Bog assessments. The Cable Television Fund consists of an approximately $112,000 fiber ring construction project.

The amount rolled forward from Fiscal Year 2018-2019 was $732,198, consisting of $382,678 for street projects, $180,500 for utility projects, $101,704 for programs and projects in the General Fund, and $30,000 for an agreement in the Cable Television Fund.

The attached list shows the dollar value of open purchase orders as of June 30, 2020, all of which are for necessary supplies and services. Receipt of these goods and services will require subsequent payment by the city. Council action to amend the Fiscal Year 2020-2021 budget will allow payment for goods and services ordered in Fiscal Year 2019-2020 from the Fiscal Year 2020-2021 budget. Therefore, it is recommended that City Council amend the General Appropriations Act (budget) for the fiscal year ending June 30, 2021.

FUNDING: N/A

Attachments: 1. FY 2019-2020 Purchase Orders to Roll Into the FY 2020-2021 Budget

2019-2020 Purchase Orders to Roll into 2020-2021 Budget

	PO Number	Vendor Name	Carry-Forward Amount
1	79155	Soil & Materials Engineers, Inc	410
2	79699	Rieth-Riley Construction	127,128
3	82458	Materials Resources	650
4	82482	Hall Builders LLC	31,080
5	83362	Hurley & Stewart	18,611
6	83367	Truck & Trailer Specialties	334,332
7	83537	Farm & Garden	18,845
8	83815	American Hydrogeology	6,319
9	84018	Premier Truck Sales & Rental, Inc.	8,200
10	84153	Bareither, Chad	24,250
11	84685	Wedel's	3,968
12	84821	Community Image Builders	22,207
13	84839	Wedel's	2,954
14	84842	Environmental Resources	44,372
15	84911	CDW Government, Inc.	1,383
16	84912	Herpetological Resources	27,750
17	84954	C M P Distributors, Inc.	17,844
18	84955	Herpetological Resources	5,200
19	85047	Tyler Technologies, Inc.	3,480
20	85048	US Digital Designs, Inc.	50,127
21	85063	Kiesler Police Supply	1,730
22	85133	Third Coast Tech, LLC	21,744
23	85214	Third Coast Tech, LLC	1,973
24	85227	Michigan Pavement Markings LLC	53,020
25	85228	Michigan Pavement Markings LLC	54,280
26	85348	Hotsy Equipment Co	1,782
27	85361	Michigan Office Environments	430
28	85426	Schupan & Sons	2,278
29	85487	Onstaff USA Inc	306
30	85488	Q3 Technologies LLC	111,800
31	85490	CC Consulting	18,000
		Total	1,016,453

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Early Redemption of Outstanding Bonds

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Adopt Refunding Bond Resolutions for City of Portage Capital Improvement Bonds, Series 2020C.

In August 2011, the City of Portage sold $1.175 million in bonds to finance the petitioned road project that became Trade Centre Way. The outstanding balance of those bonds following the December 1, 2020, payment is $940,000, and the remaining bonds have interest rates ranging from 4.00 percent to 5.25 percent. The bonds can be refunded on January 1, 2021, with a net present value benefit estimated to be $189,503.

The attached bond resolution was prepared by the city's Bond Counsel, John Axe. The resolution will initiate the legal process required to refinance the existing Special Assessment Bonds, Series 2011. Municipal Financial Consultants, Inc., the city's financial advisor, has analyzed alternate bond sale, both by direct bank placement and through a negotiated sale, and found the two types comparable and less costly than a traditional bond sale. Refunding bonds will be sold pending City Council consideration and approval.

FUNDING: Not Applicable.

Attachments:
1. City of Portage Refunding Bond Resolution, Capital Improvement Bonds, Series 2020C
2. Refunding Analysis Capital Improvement Bonds, Series 2020C

CITY OF PORTAGE

At a _____ meeting of the City Council of the City of Portage, Kalamazoo County, Michigan (the "City"), held in the City of Portage Hall in said City, on _____, 2020 at __:__ _.m., Eastern Time, there were

PRESENT: _____

_____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____

REFUNDING BOND RESOLUTION
City of Portage
County of Kalamazoo, State of Michigan
Capital Improvement Refunding Bonds, Series 2020C

WHEREAS, on July 26, 2011, the City of Portage (the "City"), pursuant to the Portage City Charter and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), issued its $1,175,000 City of Portage Special Assessment Bonds, Series 2011 the ("Prior Bonds"); and

WHEREAS, the City may call $940,000 of the Prior Bonds on January 1, 2021; and

WHEREAS, the Prior Bonds were issued at a time when interest rates were higher than is currently the case and, accordingly, bear rates of interest in excess of current tax-exempt interest rates; and

WHEREAS, the City has determined that it is necessary and appropriate at this time to issue a series of refunding bonds pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to refund all or part of the Prior Bonds so long as such refunding generates present value savings; and

WHEREAS, the City agrees to pledge its full faith and credit for the repayment of the bonds as further described below.

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

1. **Issuance of Refunding Bonds.** Refunding Bonds aggregating in the principal amount not to exceed One Million Dollars ($1,000,000) (the "Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding the all or part of the Prior Bonds except for the accrued interest up to January 1, 2021 (the "Refunded Bonds") so long as such refunding generates present value savings.

2. **Refunding Bond Details.** The Bonds shall be known as "City of Portage Capital Improvement Refunding Bonds, Series 2020C (the "Bonds") and shall be dated on the date of delivery or such later date not more than twelve calendar months thereafter as the City Finance Director shall provide in the Request for Proposal. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations or a multiple thereof numbered from 1 upwards as determined by the City Finance Director, regardless of rate and maturity date. The total amount of Bonds to be issued shall not exceed $1,000,000, subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF BONDS", in Section 7. If $963,843 in Bonds are to be issued, the Bonds shall mature on December 1 in each year as follows:

YEAR	AMOUNT	YEAR	AMOUNT
2021	$61,914.00	2028	$67,120.00
2022	60,692,00	2029	70,158.00
2023	64,732,00	2030	73,006.00
2024	63,417.00	2031	70,657.00
2025	67,077.00	2032	73,076.00
2026	65,575.00	2033	80,279.00
2027	69,044.00	2034	77,096.00

The Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Interest Payment and Date of Record**. The Bonds shall bear interest payable June 1, 2021 and each December 1 and June 1 thereafter, until maturity, which interest shall not exceed 5% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Bond as of the applicable date of record, provided, however, that the City Finance Director may agree with the bond registrar on a different method of payment. If interest is paid differently, the Bond form attached as Exhibit A and Request for Proposal form attached as Exhibit D shall be changed accordingly.

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

4. **Prior Redemption**. The Bonds maturing prior to December 1, 2031 shall not be subject to redemption prior to maturity. Bonds maturing on and after December 1, 2031 shall be subject to redemption in whole or in part on any date on and after December 1, 2030, and in any order at par, plus awarded interest to the date fixed for redemption.

5. **Discount.** The Bonds may be offered for sale at par or at a price of not less than 99% of the face amount thereof, and the City Finance Director is authorized, in his or her discretion, to provide for a higher minimum or lower purchase price in the Request for Proposal for the Bonds.

6. **Adjustment of Bond Maturities.** The City Finance Director is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Bonds, as set forth in Section 7.

7. **Increase or Decrease in Aggregate Amount of Refunding Bonds.** In the event the amount necessary to refund the Refunded Bonds shall be more or less than $963,843, the City Finance Director shall increase, or decrease the principal amount of the Bonds by any amount, to the extent required to avoid the issuance of more Bonds than will be required in light of the amount of Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Request for Proposal attached as *Exhibit C* shall so provide or be changed accordingly. In the event the City determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

8. **Security for the Bonds.** The City agrees to pledge for the repayment of the Bonds sufficient amounts of City taxes ("Tax Revenue") levied each year provided that the amount of taxes necessary to pay the principal and interest on the Bonds, together with the other taxes levied for the same year, shall not exceed the limit authorized by law and the Michigan Constitution.

9.(A) **Bond Registrar and Paying Agent/Book Entry Depository Trust**. The City Finance Director shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The City Finance Director from time to time as required may designate a similarly qualified successor bond registrar and paying agent. If so designated the Bonds shall be deposited with a depository trustee designated by the City Finance Director who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Refunding Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the City Finance Director after consultation with the depository trustee. The City Finance Director is authorized to enter into any depository trust agreement on behalf of the City upon such terms and conditions as the City Finance Director shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the City Finance Director. The depository trustee may be the same as the Registrar otherwise named by the City Finance Director, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the City Finance Director may determine.

(B) **Exchange and Transfer of Bonds**.

(i) The Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same

aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds.

(ii) The Bonds shall be transferable upon the books of the City, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Bonds, the bond registrar and paying agent on behalf of the City shall cancel the surrendered Bonds and shall authenticate and deliver to the transferee new Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Refunding Bonds pursuant to this Section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The City and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the City as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the City nor the bond registrar and paying agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Bonds, the City or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Refunding Bonds which has been selected for redemption.

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

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond, a replacement Bond shall not be delivered unless and until the City and the

Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the City and the Bond Registrar against loss due to the lost, stolen or destroyed Bond and the issuance of any replacement Bond; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the City and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the City.

11. **Execution and Delivery**. The Mayor and the City Clerk are hereby authorized and directed to execute the Bonds for and on behalf of the City by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Bonds shall be authenticated by the Bond Registrar before delivery. The Bonds shall be sealed with the City's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Bonds shall be delivered to the City Finance Director, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

12. **City's Limited Tax Pledge.** The principal of and interest on the Bonds shall be payable primarily out of the Tax Revenues for each year through and including the year ending June 30, 2034, in anticipation of which the Bonds are to be issued. In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Bonds when due. If the foregoing collections of Tax Revenues shall not be sufficient to pay the principal of and the interest on the Bonds as the same shall become due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. The City's ability to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the City.

13. **Principal and Interest Fund.** All monies paid to the City from tax revenues shall be set aside by the City in a separate fund hereby established, to be known as the "Principal and Interest Fund." All moneys in the Principal and Interest Fund shall be kept in a separate depository account with one or more banks or trust companies where the principal of and interest on the Bonds are payable, and such moneys shall be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Bonds. All accrued interest and the premium, if any, received from the purchaser of the Bonds shall be deposited in the Principal and Interest Fund upon receipt.

14. **Use of Proceeds.** The proceeds of the sale of the Bonds shall be used as follows:

a. Accrued interest shall be transferred to the Bond Payment Fund created pursuant to Section 15 below;

b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and

c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

15. **Escrow Agreement; Redemption of Refunded Bonds.** In order that the Bonds may be properly defeased in accordance with Act 34, the City shall enter into an escrow agreement with the HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan (the "Escrow Agreement"). The Escrow Agreement shall be in substantially the form attached as *EXHIBIT D* to this Resolution (with such changes, modifications and additions as may be approved by the City Finance Director). The Escrow Agreement shall be completed by the City Finance Director with appropriate figures prior to execution on behalf of the City by the City Finance Director.

Upon execution of the Escrow Agreement and delivery of the Bonds, the City and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

16. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the City Finance Director which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

17. **Depositories**. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of and interest on the Bonds are payable. The City Finance Director shall select the depository or depositories to be used from those banks authorized in this Section.

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

(a) Permit any proceeds of the Bonds or any other funds of the City or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148

of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Refunding Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

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

19. **Not Qualified Tax-Exempt Obligations**. The Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Request for Proposal is circulated, the Bonds have been determined to be eligible to be so designated on the basis of the City's reasonable expectations at the time of such publication. In such event, the Request for Proposal shall be changed appropriately and the Bonds shall there be so designated.

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

(a) the whole amount of the principal of and interest on all outstanding Bonds shall be paid, or

(b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Bonds (other than the moneys

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

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

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

21. **Filing with Municipal Finance Division**. If necessary, the Chief Administrative Officer of the City is authorized and directed to:

(a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Refunding Bonds;

(b) file with such application all required supporting material; and

(c) pay all fees required in connection therewith.

22. **Request for Proposal:** The City hereby authorizes its Financial Advisor to circulate a Request for Proposal in the form attached to this resolution as *Exhibit C* with such changes therein as are not inconsistent with this resolution and as are approved by the City Finance Director after conferring with Bond Counsel. Once all Proposals are received, the City Finance Director shall determine the lowest true interest cost bid and thereafter award the Bonds to the bidder meeting that criteria. The Bond Counsel and Financial Advisor are hereby designated to act for and on behalf of the City to review Proposals for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

23. **Retention of Bond Counsel**. The firm of Clark Hill PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance, sale and delivery of the Bonds.

24. **Retention of Financial Advisor.** MFCI, LLC, Troy, Michigan, is hereby retained to act as financial consultant and advisor to the City in connection with the sale and delivery of the Bonds.

25. **City Finance Director.** The City Finance Director is authorized to sign the Closing Memo for the delivery of the Bonds and any other document relating to the delivery of the Bonds by the City.

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

27. **Effective Date**. This Resolution shall become effective upon its adoption by the City Council and shall be recorded in the minutes of the Council as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: _____

_____

NO: _____

ABSTAIN: _____

The resolution was declared adopted.

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The undersigned, being the City Clerk of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City Council at a _____ meeting held on _____, 2020, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Council in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

_____
City Clerk

[SEAL]

Approved as to Form

By: _____
John R. Axe

EXHIBIT A

UNITED STATES OF AMERICA-STATE OF MICHIGAN

CITY OF PORTAGE
County of Kalamazoo, State of Michigan
CAPITAL IMPROVEMENT REFUNDING BOND, SERIES 2020C

RATE	**MATURITY DATE**	**DATE OF ISSUANCE**	**CUSIP**
		_____ 1, ____	

==========

REGISTERED OWNER:

PRINCIPAL AMOUNT:

==========

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

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars ($_____), issued by the City, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with _____, _____, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of _____, ____. The Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including _____, ____, the interest on the City's outstanding _____, _____, dated _____, maturing in the years ____ through ____ (the "Refunded Bonds") and (ii) on _____, to redeem the Refunded Bonds maturing in the years ____ through ____, at a redemption price of _____% of the principal amount thereof.

The Bonds are being issued pursuant to the provisions of Act 34, and are being issued in anticipation of and are primarily payable from taxes increment revenues ("Tax Revenues") to be collected by the City, for each year until the principal of and interest on the Bonds has been paid in full.

In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Bonds when due. If the foregoing Tax Revenues are insufficient for any reason to make the payment of the principal of and interest on the Bonds when due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. However, the City's ability to raise such funds is subject to applicable constitutional, statutory and tax limitations.

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

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

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

This Bond and the other bonds of this series have NOT been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond

and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the City, including the series of refunding bonds of which this is one, does not exceed any constitutional or statutory limitation.

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

CITY OF PORTAGE

By:
Mayor

[SEAL]

By:
City Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of a series of bonds designated "City of Portage Capital Improvement Refunding Bonds, Series 2020C.

_____
_____, Michigan
as Bond Registrar and Authenticating Agent

By:
Authorized Representative

ASSIGNMENT

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

Dated: _____

Signature:

_____

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

Signature Guaranteed:

_____

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

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

Name and Address: _____

_____

_____

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

EXHIBIT B

ORDER ADJUSTING MATURITIES

$_____
CITY OF PORTAGE
County of Kalamazoo, State of Michigan
CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2020C

The undersigned, City Finance Director, as authorized in the Award Resolution for the above referenced bonds adopted by the City Council on _____ 1, ____, hereby establishes the final maturities for said bonds with interest rates thereon, as follows:

Due ____1	Amount	Rate

Dated:_____

_____
_____,
City Finance Director

EXHIBIT C

This request for proposals is made by City of Portage, State of Michigan (the "City") and contains certain information about the City and the proposed Bonds and is for reference only. This request is not a summary of the proposed Bonds and is provided solely for the City's use and is not intended to be used as an official statement for the proposed Bonds or other disclosure document. The City will not produce an official statement for the Bonds or other disclosure document.

REQUEST FOR PROPOSAL
$963,843*
CITY OF PORTAGE
STATE OF MICHIGAN
CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2020C
(Limited Tax – General Obligation)

Proposals for the purchase of the $963,843* par amount of the Capital Improvement Refunding Bonds, Series 2020C (Limited Tax General Obligation) (the "Bonds") will be received by the City until **11:00 a.m. Eastern Time on November 19, 2020.**

Please send all proposals to City Finance Director, Lauren VanderVeen at vandervl@portagemi.gov and City financial advisor MFCI, LLC at steveb@mfci.com.

The City will evaluate proposals on overall parameters including total interest cost. Each proposal must disclose the amount of any fees, including legal fees, the bidder will charge to the City in addition to the interest rate stated in the offer; any such fees will be treated as a discount and added to the total interest cost for purposes of determining the total interest cost of the bid. The City reserves the right to reject any or all proposals and to waive any irregularities. The City has retained MFCI to assist it in evaluating the proposals.

The Bonds will be awarded or all proposals will be rejected by the City of Portage Finance Director within twenty-four hours of the sale.

Information for Proposers on the Details of the Sale

Date and Time Proposals Due:	November 19, 2020 before 11:00 a.m. Eastern Time
Par Amount:	$963,843*
Dated:	Date of Delivery (Expected December 16, 2020)
Principal Due:	Annually, December 1

Date	Principal
12/01/2021	61,914.00
12/01/2022	60,692.00
12/01/2023	64,732.00
12/01/2024	63,417.00
12/01/2025	67,077.00
12/01/2026	65,575.00
12/01/2027	69,044.00
12/01/2028	67,120.00
12/01/2029	70,158.00
12/01/2030	73,006.00
12/01/2031	70,657.00
12/01/2032	73,076.00
12/01/2033	80,279.00
12/01/2034	77,096.00
Total	**$963,843.00**

Interest Due: Semiannually, June 1 & December 1, commencing June 1, 2021

Good Faith Deposit: $0 *No Good Faith Deposit required.*

Term Bond: Optional, any and all maturities.

***Subject to Adjustment:** Principal amount subject to adjustment up or down in $1 increments after the receipt of proposals but before the final award of the bonds.

Prior Redemption: Bonds maturing prior to December 1, 2031, shall not be subject to redemption prior to maturity. Bonds maturing on and after December 1, 2031 shall be subject to redemption in whole or in part on any date on and after December 1, 2030, and in any order, at the option of the City, at par, plus accrued interest to the date fixed for redemption.

Bank Qualified: The Bonds have NOT been designated as "Qualified Tax-Exempt Obligations" as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

Authorization: The Bonds will be issued pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended (the "Act") and the bond resolution adopted by the City Council on, November 17, 2020 (the "Bond Resolution").

Purpose: The purpose of the bonds is to refund all of the outstanding Special Assessment Bonds, Series 2011 and pay the costs of issuance.

Security and Full Faith and Credit: The City will irrevocably pledge its limited tax full faith and credit as security for the prompt payment when due of the principal of and interest on the Bonds, subject to constitutional and statutory limitations. In the event the moneys in the Bond Payment Fund at any time are insufficient to make any payments on the Bonds when due, the City shall advance sufficient moneys from its general funds to make up the deficiency.

Legal Opinion: The Bonds will be delivered with the unqualified approving opinion of Clark Hill PLC, Bond Counsel, Detroit, Michigan.

Tax Matters: It is the opinion of Clark Hill PLC. Bond Counsel, that under existing federal statutes, decisions, regulations and rulings,

interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth above is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

Proposer Certification: **NOT "IRAN-LINKED BUSINESS":** By submitting a proposal, the proposer shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

No Official Statement, Continuing Disclosure or Rating: There will not be an official statement or continuing disclosure undertaking, and a rating will not be requested (unless required by the purchaser), in connection with the offer or sale of the Bonds.

Paying Agent: To be determined.

Bid Hold: Acceptance of the bid is expected within 24 hours of the bid deadline. Bidders are expected to hold their bid for no less than 30 days to allow for closing.

Additional information may be obtained from Steven A. Burke, CFA, MFCI, LLC, 435 Union St., Milford, Michigan 48381, telephone (313) 782-3011. MFCI is a municipal adviser registered with the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board. MFCI is not a placement agent to the City and will not act as such.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.

EXHIBIT D

ESCROW AGREEMENT

CITY OF PORTAGE
CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2020C

This escrow agreement (the "Agreement"), dated as of _____ 1, ____, is between the City of Portage (the "City"), County of Kalamazoo, Michigan, (the "City" or "Issuer") and The HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the City has previously issued the following bonds of which the principal amount listed below remains outstanding (all of such outstanding bonds being referred to as the "Prior Bonds", and the Prior Bonds to be refunded referred to as the "Refunded Bonds"):

Prior Bonds	Outstanding Principal	Principal to be Refunded

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in *APPENDIX I* to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on _____ 1, _____ and on that date of redeeming the Prior Bonds maturing in the years ____ through ____ in the total aggregate principal amount of $_____ (the "Refunded Bonds"), the Issuer has, pursuant to a bond resolution adopted on _____ (the "Resolution") authorized the issuance of a series of refunding bonds dated _____ 1, _____, as designated and described in the Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Resolution, the Escrow Agent has been appointed by the Issuer for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Issuer has been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the Issuer and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

Section 1. Appointment of Escrow Agent. The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its duties as custodian of the

Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the Issuer of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the Issuer signed by (i) the _____, _____, or _____ or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the _____, _____, or _____ to the effect that a resolution in the form attached to such certificate has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be

responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the Issuer pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the Drainage District from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the

escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, it its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

Section 2. Escrow Fund. On _____, ____ the Issuer will irrevocably deposit moneys with the Escrow Agent for the account of the Issuer from the proceeds of the Refunding Bonds ($_____) to establish the Escrow Fund for the Refunded Bonds in an amount which together with the income from the escrow assets, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) principal and the interest on the Refunded Bonds that become due on _____ 1, ____ and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

Section 3. Redemption of Refunded Bonds. The Issuer will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

Prior Bonds	Principal to be Refunded

The Issuer by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the Issuer not more than forty-five (45) nor less than thirty (30) days before _____ 1, ____, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as *APPENDIX II*. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in *APPENDIX II,* to the registered owner or owners at the addresses listed on the registration books of the Issuer maintained by the paying agent for the Refunded Bonds.

Section 4. Investments. As directed by the Issuer, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or obligations the principal of, premium (if any) and interest on which are fully guaranteed by the United States of America described on *APPENDIX III* ("Investment Securities"), except for _____ ($____) which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds. The Escrow Agent agrees to cause to be purchased United States Government Obligations known as "SLGS" (State and Local Government Series) from the United States Department of Treasury on the date shown in *APPENDIX III*.

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

Section 5. Use of Moneys. Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the Issuer agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 6. Deficiency in Escrow Fund. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the Drainage District of such deficiency, as provided for under Section 12 below.

Section 7. Reports to Issuer. The Escrow Agent shall deliver to the Issuer Administrator a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of _____ of each year shall deliver to the Issuer a list of assets of the Escrow Fund as of _____ of said year ended and a transaction statement for the Escrow Fund for the year then ended.

Section 8. Fees of Escrow Agent. The Escrow Agent agrees with the Issuer that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of _____ Dollars ($___) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

Section 9. Payments from Escrow Fund. The Escrow Agent shall without further authorization or direction from the Issuer, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in *APPENDIX IV and APPENDIX V*. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The Issuer represents and warrants that the Escrow Fund will be sufficient to make the foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the Issuer, and this Agreement shall cease.

Section 10. Interest of Bondholders Not Affected. The Escrow Agent and the Issuer recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

Section 11. Escrow Agent Not Obligated. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

Section 12. Payment of Other Amounts. The Issuer agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

Section 13. Segregation of Funds. The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the

Investment Securities, and all moneys received from the Issuer under this Agreement, in a separate escrow account.

Section 14. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the Issuer. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the Issuer. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the Issuer.

If the Issuer shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the Issuer.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

Section 15. Benefit. This Agreement shall be for the sole and exclusive benefit of the Issuer, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

Section 16. Counterparts. This Escrow Agreement may be executed in counterparts, in which case it shall be deemed executed when each party has signed at least one counterpart and the counterpart(s) signed by each party together shall constitute one and the same document. The facsimile transmission by one party to the other of a counterpart signed by the transmitting party shall authorize the other party to rely upon the facsimile for all purposes.

Section 17. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 18. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

If to the Issuer:

If to the Escrow Agent:
The Huntington National Bank
Corporate Trust
Attention: Ellen Campbell
40 Pearl Street NW
Grand Rapids, MI 49503

The Issuer and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

Section 19. Costs of Issuance. Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the Issuer, under the "*Closing Memorandum"*, and shall be paid on _____, ____.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

City of Portage

By: _____

Its: City Finance Director

the HUNTINGTON NATIONAL BANK

_____
as Escrow Agent

By: _____

Its: _____

APPENDIX I

$_____
CITY OF PORTAGE
County of Kalamazoo, State of Michigan
CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2020C

(4) REMAINING ORIGINAL DEBT SERVICE SCHEDULE

Bond Registrar and Paying Agent:

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

NOTICE OF REDEMPTION

$_____

_____

_____

Dated as of_____, _____

DUE _____ 1, _____ THROUGH _____ 1, _____

NOTICE IS HEREBY GIVEN that the _____, County of _____, Michigan has called for redemption, on _____ 1, _____ (the "Redemption Date"), all of the callable outstanding _____ pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of _____ 1, ____, maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

Principal	Rate	CUSIPS*	Due

Said Bonds will be redeemed at _____% of the par value thereof.

Said Bonds should be surrendered for redemption to _____, as paying agent, for payment as of the Redemption Date, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein.

_____

(The Issuer)

APPENDIX III

$_____

_____

_____

Dated as of _____, _____

Investment Securities to be Acquired Pursuant to the Escrow Agreement

Purchase Date	Investment Amount	Rate	Maturity	Investment Type

_____ Uninvested Cash

$_____ Total Escrow Requirement

APPENDIX IV

$_____

_____

_____

Dated as of _____, _____

Redemption Schedule

Redemption Premium: ___%

Date	Principal	Interest	Redeemed Principal	Redemption Premium	Total Debt Service	Annual Total

APPENDIX V

$_____

_____
_____

Dated as of _____, _____

ESCROW CASH FLOW ANALYSIS

__-___- Beginning Cash $___
__ Balance:

Date	Beginning Cash Balance	SLG Principal	SLG Rate	SLG Interest	Total	Debt Service Defeasance	Net Cash Flow	Ending Cash Balance	_____% Present Value

Total Cost of Escrow Securities: $_____

City of Portage

Capital Improvement RF Bonds, Series 2020C

$963,843

Table of Contents

Report

Refunding Summary	1
Sources & Uses	2
Debt Service Schedule	3
Pricing Summary	4
Present Value Savings @ 2.2775905%	5
Current Refunding Escrow	6
Detail Costs Of Issuance	7
Total Refunded Debt Service	8
Sensitivity Summary of Savings by Maturity	9

City of Portage

Capital Improvement RF Bonds, Series 2020C

$963,843

Refunding Summary

Dated 12/16/2020 | Delivered 12/16/2020

Sources Of Funds

Par Amount of Bonds	$963,843.00
Transfers from Prior Issue Debt Service Funds	3,846.46
Total Sources	**$967,689.46**

Uses Of Funds

Costs of Issuance	23,842.77
Deposit to Current Refunding Fund	943,846.46
Rounding Amount	0.23
Total Uses	**$967,689.46**

Flow of Funds Detail

State and Local Government Series (SLGS) rates for	10/16/2020
Date of OMP Candidates	
Current Refunding Escrow Solution Method	Net Funded
Total Cost of Investments	$943,846.46
Total Draws	$943,846.46

Issues Refunded And Call Dates

Portage SA Bonds 2011	1/01/2021

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.278%(AIC)	193,349.41
Transfers from Prior Issue Debt Service Fund	(3,846.46)
Contingency or Rounding Amount	0.23
Net Present Value Benefit	$189,503.18
Net PV Benefit / Refunded Principal	20.160%
Net PV Benefit / Refunding Principal	19.661%
Average Annual Cash Flow Savings	16,178.02
Total New Net D/S	1,107,387.71
Total Prior D/S	1,333,880.00
Total Cashflow Savings	226,492.29

Bond Statistics

Average Life	7.757 Years
Average Coupon	1.9199998%
Net Interest Cost (NIC)	1.9199998%
Bond Yield for Arbitrage Purposes	1.9200492%
True Interest Cost (TIC)	1.9200492%
All Inclusive Cost (AIC)	2.2775905%

City of Portage

Capital Improvement RF Bonds, Series 2020C

$963,843

Sources & Uses

Dated 12/16/2020 | Delivered 12/16/2020

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Rounding Amount	0.23
Total Uses	**$967,689.46**

City of Portage

Capital Improvement RF Bonds, Series 2020C

$963,843

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2021	62,245.00	1.920%	17,734.71	79,979.71
12/01/2022	60,669.00	1.920%	17,310.68	77,979.68
12/01/2023	64,709.00	1.920%	16,145.84	80,854.84
12/01/2024	63,394.00	1.920%	14,903.42	78,297.42
12/01/2025	67,053.00	1.920%	13,686.26	80,739.26
12/01/2026	65,551.00	1.920%	12,398.84	77,949.84
12/01/2027	69,019.00	1.920%	11,140.26	80,159.26
12/01/2028	67,094.00	1.920%	9,815.10	76,909.10
12/01/2029	70,133.00	1.920%	8,526.90	78,659.90
12/01/2030	72,979.00	1.920%	7,180.34	80,159.34
12/01/2031	70,630.00	1.920%	5,779.14	76,409.14
12/01/2032	73,049.00	1.920%	4,423.04	77,472.04
12/01/2033	80,251.00	1.920%	3,020.50	83,271.50
12/01/2034	77,067.00	1.920%	1,479.68	78,546.68
Total	**$963,843.00**	**-**	**$143,544.71**	**$1,107,387.71**

Yield Statistics

Bond Year Dollars	$7,476.29
Average Life	7.757 Years
Average Coupon	1.9199998%
Net Interest Cost (NIC)	1.9199998%
True Interest Cost (TIC)	1.9200492%
Bond Yield for Arbitrage Purposes	1.9200492%
All Inclusive Cost (AIC)	2.2775905%

IRS Form 8038

Net Interest Cost	1.9199998%
Weighted Average Maturity	7.757 Years

City of Portage

Capital Improvement RF Bonds, Series 2020C

$963,843

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2021	Serial Coupon	1.920%	1.920%	62,245.00	100.000%	62,245.00
12/01/2022	Serial Coupon	1.920%	1.920%	60,669.00	100.000%	60,669.00
12/01/2023	Serial Coupon	1.920%	1.920%	64,709.00	100.000%	64,709.00
12/01/2024	Serial Coupon	1.920%	1.920%	63,394.00	100.000%	63,394.00
12/01/2025	Serial Coupon	1.920%	1.920%	67,053.00	100.000%	67,053.00
12/01/2026	Serial Coupon	1.920%	1.920%	65,551.00	100.000%	65,551.00
12/01/2027	Serial Coupon	1.920%	1.920%	69,019.00	100.000%	69,019.00
12/01/2028	Serial Coupon	1.920%	1.920%	67,094.00	100.000%	67,094.00
12/01/2029	Serial Coupon	1.920%	1.920%	70,133.00	100.000%	70,133.00
12/01/2030	Serial Coupon	1.920%	1.920%	72,979.00	100.000%	72,979.00
12/01/2031	Serial Coupon	1.920%	1.920%	70,630.00	100.000%	70,630.00
12/01/2032	Serial Coupon	1.920%	1.920%	73,049.00	100.000%	73,049.00
12/01/2033	Serial Coupon	1.920%	1.920%	80,251.00	100.000%	80,251.00
12/01/2034	Serial Coupon	1.920%	1.920%	77,067.00	100.000%	77,067.00
Total	**-**	**-**	**-**	**$963,843.00**	**-**	**$963,843.00**

Bid Information

Par Amount of Bonds	$963,843.00
Gross Production	$963,843.00
Bid (100.000%)	963,843.00
Total Purchase Price	$963,843.00
Bond Year Dollars	$7,476.29
Average Life	7.757 Years
Average Coupon	1.9199998%
Net Interest Cost (NIC)	1.9199998%
True Interest Cost (TIC)	1.9200492%

City of Portage

Capital Improvement RF Bonds, Series 2020C

$963,843

Present Value Savings @ 2.2775905%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
12/16/2020	-	1.0000000x	-	-
06/01/2021	14,596.93	0.9896737x	14,446.20	14,446.20
12/01/2021	1,580.86	0.9785303x	1,546.92	15,993.12
06/01/2022	13,423.41	0.9675123x	12,987.31	28,980.43
12/01/2022	2,754.41	0.9566184x	2,634.92	31,615.35
06/01/2023	12,943.33	0.9458471x	12,242.41	43,857.76
12/01/2023	3,234.33	0.9351971x	3,024.74	46,882.50
06/01/2024	12,285.79	0.9246671x	11,360.27	58,242.76
12/01/2024	3,891.79	0.9142556x	3,558.09	61,800.85
06/01/2025	11,615.62	0.9039613x	10,500.07	72,300.92
12/01/2025	4,562.62	0.8937829x	4,077.99	76,378.92
06/01/2026	10,864.33	0.8837192x	9,601.02	85,979.93
12/01/2026	5,313.33	0.8737687x	4,642.62	90,622.55
06/01/2027	10,098.62	0.8639303x	8,724.50	99,347.06
12/01/2027	6,079.62	0.8542027x	5,193.23	104,540.29
06/01/2028	9,136.20	0.8445846x	7,716.29	112,256.58
12/01/2028	7,042.20	0.8350748x	5,880.76	118,137.34
06/01/2029	8,155.30	0.8256721x	6,733.60	124,870.95
12/01/2029	8,022.30	0.8163753x	6,549.21	131,420.16
06/01/2030	7,078.58	0.8071831x	5,713.71	137,133.87
12/01/2030	9,099.58	0.7980945x	7,262.32	144,396.19
06/01/2031	5,904.18	0.7891081x	4,659.04	149,055.23
12/01/2031	10,274.18	0.7802230x	8,016.15	157,071.38
06/01/2032	4,613.48	0.7714379x	3,559.01	160,630.39
12/01/2032	11,564.48	0.7627517x	8,820.83	169,451.22
06/01/2033	3,214.75	0.7541633x	2,424.45	171,875.67
12/01/2033	12,963.75	0.7456717x	9,666.70	181,542.37
06/01/2034	1,622.66	0.7372756x	1,196.35	182,738.71
12/01/2034	14,555.66	0.7289741x	10,610.70	193,349.41
Total	**$226,492.29**	**-**	**$193,349.41**	**-**

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
12/16/2020	-	-	0.46	-	0.46
01/01/2021	943,846.00	-	943,846.00	943,846.46	-
Total	**$943,846.00**	**-**	**$943,846.46**	**$943,846.46**	**-**

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.46
Cost of Investments Purchased with Bond Proceeds	943,846.00
Total Cost of Investments	$943,846.46
Target Cost of Investments at bond yield	$943,095.26
Actual positive or (negative) arbitrage	(751.20)
Yield to Receipt	-
Yield for Arbitrage Purposes	1.9200492%
State and Local Government Series (SLGS) rates for	10/16/2020

Detail Costs Of Issuance

Dated 12/16/2020 | Delivered 12/16/2020

COSTS OF ISSUANCE DETAIL

Financial Advisor	$10,500.00
Bond Counsel	$11,000.00
MAC Fee	$400.00
State of Michigan Fee	$192.77
Verification Agent	$750.00
Escrow/Paying Agent Fee	$1,000.00
TOTAL	**$23,842.77**

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
12/01/2021	50,000.00	4.000%	46,157.50	96,157.50
12/01/2022	50,000.00	4.250%	44,157.50	94,157.50
12/01/2023	55,000.00	4.650%	42,032.50	97,032.50
12/01/2024	55,000.00	4.650%	39,475.00	94,475.00
12/01/2025	60,000.00	4.650%	36,917.50	96,917.50
12/01/2026	60,000.00	4.650%	34,127.50	94,127.50
12/01/2027	65,000.00	5.000%	31,337.50	96,337.50
12/01/2028	65,000.00	5.000%	28,087.50	93,087.50
12/01/2029	70,000.00	5.000%	24,837.50	94,837.50
12/01/2030	75,000.00	5.000%	21,337.50	96,337.50
12/01/2031	75,000.00	5.250%	17,587.50	92,587.50
12/01/2032	80,000.00	5.250%	13,650.00	93,650.00
12/01/2033	90,000.00	5.250%	9,450.00	99,450.00
12/01/2034	90,000.00	5.250%	4,725.00	94,725.00
Total	**$940,000.00**	**-**	**$393,880.00**	**$1,333,880.00**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/16/2020
Average Life	8.219 Years
Average Coupon	5.0733268%
Weighted Average Maturity (Par Basis)	8.219 Years
Weighted Average Maturity (Original Price Basis)	8.219 Years

Refunding Bond Information

Refunding Dated Date	12/16/2020
Refunding Delivery Date	12/16/2020

Sensitivity Summary of Savings by Maturity

Maturity	Coupon	Principal	Call Date	- 0.200%	- 0.100%	Base	+ 0.100%	+ 0.200%
12/01/2021	4.000%	50,000	01/01/2021	823.66	775.82	728.05	682.47	636.96
12/01/2022	4.250%	50,000	01/01/2021	1,984.97	1,887.09	1,789.44	1,694.16	1,599.11
12/01/2023	4.650%	55,000	01/01/2021	3,932.13	3,768.50	3,605.43	3,445.24	3,285.60
12/01/2024	4.650%	55,000	01/01/2021	5,242.58	5,023.40	4,805.17	4,590.20	4,376.18
12/01/2025	4.650%	60,000	01/01/2021	7,119.52	6,819.72	6,521.49	6,227.37	5,934.79
12/01/2026	4.650%	60,000	01/01/2021	8,491.21	8,130.67	7,772.34	7,418.75	7,067.34
12/01/2027	5.000%	65,000	01/01/2021	12,111.74	11,650.03	11,191.56	10,739.06	10,289.74
12/01/2028	5.000%	65,000	01/01/2021	13,731.56	13,202.55	12,677.69	12,159.74	11,645.88
12/01/2029	5.000%	70,000	01/01/2021	16,496.58	15,854.24	15,217.51	14,589.33	13,966.65
12/01/2030	5.000%	75,000	01/01/2021	19,468.25	18,702.11	17,943.31	17,194.98	16,453.85
12/01/2031	5.250%	75,000	01/01/2021	23,046.18	22,192.09	21,346.88	20,513.65	19,689.11
12/01/2032	5.250%	80,000	01/01/2021	26,575.05	25,578.99	24,594.10	23,623.68	22,664.16
12/01/2033	5.250%	90,000	01/01/2021	32,092.58	30,876.23	29,674.52	28,491.10	27,321.94
12/01/2034	5.250%	90,000	01/01/2021	34,243.32	32,931.11	31,635.76	30,360.85	29,102.32
Total	**-**	**$940,000**	**-**	**$205,359.32**	**$197,392.57**	**$189,503.26**	**$181,730.57**	**$174,033.63**

SUMMARY

Savings as % of Refunded Principal (- 0.200%)	21.847%
Savings as % of Refunded Principal (- 0.100%)	20.999%
Savings as % of Refunded Principal (Base)	20.160%
Savings as % of Refunded Principal (+ 0.100%)	19.333%
Savings as % of Refunded Principal (+ 0.200%)	18.514%

Sensitivity Summary of Savings by Maturity

Maturity	Coupon	Principal	Call Date	- 0.200%	- 0.100%	Base	+ 0.100%	+ 0.200%
12/01/2021	4.000%	50,000	01/01/2021	1.647%	1.552%	1.456%	1.365%	1.274%
12/01/2022	4.250%	50,000	01/01/2021	3.970%	3.774%	3.579%	3.388%	3.198%
12/01/2023	4.650%	55,000	01/01/2021	7.149%	6.852%	6.555%	6.264%	5.974%
12/01/2024	4.650%	55,000	01/01/2021	9.532%	9.133%	8.737%	8.346%	7.957%
12/01/2025	4.650%	60,000	01/01/2021	11.866%	11.366%	10.869%	10.379%	9.891%
12/01/2026	4.650%	60,000	01/01/2021	14.152%	13.551%	12.954%	12.365%	11.779%
12/01/2027	5.000%	65,000	01/01/2021	18.633%	17.923%	17.218%	16.522%	15.830%
12/01/2028	5.000%	65,000	01/01/2021	21.125%	20.312%	19.504%	18.707%	17.917%
12/01/2029	5.000%	70,000	01/01/2021	23.567%	22.649%	21.739%	20.842%	19.952%
12/01/2030	5.000%	75,000	01/01/2021	25.958%	24.936%	23.924%	22.927%	21.938%
12/01/2031	5.250%	75,000	01/01/2021	30.728%	29.589%	28.463%	27.352%	26.252%
12/01/2032	5.250%	80,000	01/01/2021	33.219%	31.974%	30.743%	29.530%	28.330%
12/01/2033	5.250%	90,000	01/01/2021	35.658%	34.307%	32.972%	31.657%	30.358%
12/01/2034	5.250%	90,000	01/01/2021	38.048%	36.590%	35.151%	33.734%	32.336%
Total	-	**$940,000**	-	-	-	-	-	-

SUMMARY

Total Savings (- 0.200%)	205,359.32
Total Savings (- 0.100%)	197,392.57
Total Savings (Base)	189,503.26
Total Savings (+ 0.100%)	181,730.57
Total Savings (+ 0.200%)	174,033.63

CITY COUNCIL AGENDA ITEM
NOVEMBER 17, 2020

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: 2021 City Council Meeting Schedule

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager
Mike Carrol, Deputy City Manager

ACTION RECOMMENDED: Establish the:

1. 2021 schedule of regular City Council meetings, and
2. 2021 schedule of Pre-Council meetings

The City Charter requires the City Council to meet at least twice per month. Historically, the Council has met on the 2nd and 4th Tuesday of the month, apart from U.S. holidays*, Portage Public Schools breaks, etc. A proposed meeting schedule for 2021 is recommended as noted below.

City Council Meeting Dates	Pre-Council Meeting Dates
Tuesday, January 12	Monday, January 11
Tuesday, January 26	Monday, January 25
Tuesday, February 9	Monday, February 8
Tuesday, February 23	Monday, February 22
Tuesday, March 9	Monday, March 8
Tuesday, March 23	Monday, March 22
Tuesday, April 13	Monday, April 12
Tuesday, April 27	Monday, April 26
Tuesday, May 11	Monday, May 10
Tuesday, May 25	Monday, May 24
Tuesday, June 8	Monday, June 7
Tuesday, June 22	Monday, June 21
Tuesday, July 13	Monday, July 12
Tuesday, July 27	Monday, July 26
Tuesday, August 10	Monday, August 9
Tuesday, August 24	Monday, August 23
Tuesday, September 7	Tuesday, September 7*
Tuesday, September 21	Monday, September 20
Tuesday, October 5	Monday, October 4
Tuesday, October 19	Monday, October 18
Wednesday, November 3*	Monday, November 1
Tuesday, November 16	Monday, November 15
Tuesday, December 7	Monday, December 6
Tuesday, December 21	Monday, December 20

***see related notes in attached calendar**

FUNDING: N/A

Attachments: Proposed 2021 City Council Meeting Dates Calendar

PORTAGE
A Natural Place to Move

PROPOSED 2021 City Council Meeting Dates

January						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 2 – Good Friday: City Hall closed at noon.

May						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	12
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	M	T	W	Th	F	Sa
				1	2	**3**
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Pre-Council Meeting on Tues. Sept. 7 due to Labor Day.
September 27 – Yom Kippur

October						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	**25**	**26**	27
28	29	30				

November 2 – Election Day
CC Meeting on Wed. Nov. 3 to avoid Election Day

December						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	**24**	**25**
26	27	28	29	30	31	

Council Meeting Date
Pre-Council Meeting Date
H US Holiday (City Hall Closed)
2nd & 4th Tuesday of the Month
PPS Break

Minutes of Boards & Commissions

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Meeting – October 8, 2020

CALL TO ORDER: The City of Portage Human Services Board meeting of October 8, 2020 was called to order by Chairperson Spalvieri at 6:05 p.m. Pursuant to the "Remote Attendance Rules for Meetings" and Michigan Governor Whitmer's Executive Order 2020-42, this meeting was held in person and remotely with board members and staff having the option to participate via video/telephone call-in.

MEMBERS PRESENT: Alice Mwanda (remote), Fi Spalvieri (in person), Effie Kokkinos (in person), Tim Henson (remote), Brooke Kolodzieczyk (remote), Stephanie Upshaw (remote), Nadeem Mirza (remote).

MEMBERS EXCUSED:

MEMBERS ABSENT:

STAFF PRESENT: Tom McCoy, Neighborhood Program Specialist

APPROVAL OF MINUTES: Kolodzieczyk moved and Mirza supported a motion to approve the July 16, 2020 minutes. Motion passed 7-0.

PUBLIC HEARINGS:

1. FY 20-21 Annual Action Plan Substantial Amendment: McCoy summarized the October 2, 2020 Department of Community Development communication regarding a $130,474 grant the city received from the Department of Housing and Urban Development (HUD) for a range of activities to prevent, prepare for and respond to the Coronavirus. The primary purpose is to assist Portage residents, with emphasis towards the low/mod income persons, who have been adversely affected by the Covid-19 pandemic. During the July 16th meeting, the Board recommended $100,000 be allocated to Housing Resources, Inc. (HRI) to assist individuals adversely affected by the Covid-19 pandemic with foreclosure and eviction prevention assistance with the balance being allocated to Portage Community Center (PCC).

Spalvieri opened the public hearing with a motion from Kokkinos supported by Henson. Motion passed 7-0. The Board restated their desire to support their previous recommendation, which includes allocating the funds as outlined in the staff report ($100,000 allocated to HRI, $27,174 to PCC and $3,300 for administration). No public comments were received. Kolodzieczyk moved and Mirza supported a motion to close the public hearing. Motion passed 7-0. Kokkinos moved and Mwanda supported a motion to recommend approval of the CDBG Program FY 2020-2021 Substantial Plan Amendment and to submit the amendment as written to City Council for consideration at the October 20, 2020 City Council meeting. Motion passed 7-0.

NEW BUSINESS:

1. Discussion of Housing Rehabilitation Loan Interest Rates: McCoy summarized the October 2, 2020 Department of Community Development communication regarding a proposal to either reduce or eliminate the housing rehabilitation loan interest charge. Currently, a loan interest rate of

3% or 0% is applied and whether or not interest is charged is based on annual income. A reduction or elimination of the housing loan interest rate will encourage program participation, have a greater positive impact on the quality of the city's housing stock, and respond to current economic conditions (i.e. historically low interest rates in the private sector). The Board discussed the staff recommendation to adjust interest rates on all new Housing Rehabilitation Loans to 0% with a condition that this matter be revisited at the end of a 12-month period to assess the effectiveness and subsequent effect on CDBG program income. Upshaw moved and Mirza supported a motion to adopt the revision to program guidelines accordingly. Motion passed 7-0.

2. Review of HPS Grant Application: Spalvieri asked the Board about forming a sub-committee to explore changes to the Human Public Service Grant application based on the current Covid-19 circumstances and prior funding year feedback from City Council regarding possible re-prioritization of funding. Staff will inquire if there are any specific ideas from Council and forward them to the Committee of Spalvieri, Upshaw and Kolodzieczyk who will bring a draft to the November 5th HSB meeting for Board review.

3. Metro Transit Update: Upshaw summarized the activities of Metro Transit activities, policies and performance as reported at meetings and communications regarding fixed route bus service, Metro Connect and Apple Bus. All worked diligently to maintain a high level of service under extremely difficult circumstances.

4. Red Ribbon Week: McCoy asked if there were any volunteers from the Board to attend and execute the Red Ribbon Week proclamation along with recruiting and coordinating the attendance of a few area students who will assist in the reading of the proclamation. Kolodzieczyk volunteered to attend the meeting and execute the proclamation along with several student participants.

STATEMENTS OF CITIZENS: None Received

ADJOURNMENT: There being no further discussion to come before the Board, a motion was made by Mirza and supported by Kokkinos to adjourn the meeting at 6:30 p.m. Motion was approved 7-0.

Respectfully Submitted,

Tom McCoy
Neighborhood Program Specialist

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TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager

SUBJECT: Human Services Board - Remaining Vacancies

SUPPORTING PERSONNEL: Erica Eklov, City Clerk

ACTION RECOMMENDED: Interviews to fulfill remaining two Human Services Board vacancies.

On October 6th, City Council held a special meeting to interview applicants for the various Board and Commission vacancies. Of those boards, the Human Services Board had two vacancies and two expiring terms to fill. The expiring terms were fulfilled with returning members, however, none of the new applicants were able to be present to interview for the vacant positions. City Council expressed reluctance to make an appointment without first meeting the candidates and requested the City Clerk contact the applicants about attending a Regular Council Meeting to complete a short interview to address the remaining vacancies. These vacancies are a result of one member resigning and another passing away.

The Human Services Board meets the first Thursday of each month. The Board takes part in the Community Development Block Grant (CDBG) program regarding review and recommendation of annual program budgets concerning human/public services, appeals of Housing Programs Guidelines, and review of planning documents required by the U.S. Department of Housing and Urban Development. The Board also advises City Council on matters regarding other human services, as well as public transportation.

Of the three original applicants, only two were interested in serving at this time. City Council will be interviewing Cristy Cate and Barbara Sagara. Ms. Cate will be attending remotely and Ms. Sagara will be attending in person.

Following the interviews, it is recommended that City Council appoint _____ to the vacant term expiring October 1, 2023 and appoint _____ to the unfulfilled term expiring October 1, 2021 on the Human Services Board.

FUNDING: N/A

Attachments:
1. 2020 10 06 Special Meeting Minutes - Interviews Final
2. 2020 11 10 - HSB Vacancy Interview
3. 2020 11 10 - HSB Applicants (Cate)
4. 2020 11 10 - HSB Applicants (Sagara)

MINUTES OF THE SPECIAL MEETING OF THE PORTAGE CITY COUNCIL
BOARD AND COMMISSION INTERVIEW SESSION
OCTOBER 6, 2020

Mayor Patricia Randall called the meeting to order at 5:15 p.m. The meeting was held virtually in accordance with the Governor's Executive Order 2020-02 in light of COVID-19. The following members were present in Chambers: Councilmember Vic Ledbetter and Mayor Patricia Randall. The following members were present via the WebEx meeting platform: Councilmembers Chris Burns, Lori Knapp, Claudette Reid (signed on at 5:56 p.m.), Terry Urban, and Mayor Pro Tem Jim Pearson. Also in attendance were City Manager Joe La Margo, Deputy City Manager Mike Carroll, Deputy City Manager Adam Herringa, and City Clerk Erica Eklov.

* From 5:15 p.m. to 5:30 p.m., City Council interviewed Andrew Keeler and Loren Kimeldorf for the Environmental Board. Current Board Member Kimeldorf summarized the role of the Environmental Board at the Mayor's request.

* From 5:30 p.m. to 5:45 p.m., City Council interviewed Stephanie Upshaw and Kandarp Patel, both virtually. At the request of Mayor Randall, Current member Upshaw provided an overview of the Human Services Board. Mayor Randall noted that the two expiring terms could be filled by the reappointments, however, as none of the three other applicants for the board were present, the vacancy would not be filled. City Council expressed reluctance to make an appointment without first meeting the candidate(s). Following discussion, Council requested the City Clerk to contact the three applicants about attending the next Regular Council Meeting to complete a short interview and address the remaining vacancy.

* From 5:45 p.m. to 6:00 p.m., City Council interviewed Tara Gish for the Park Board. Council further interviewed Mr. Kandarp Patel for a position on this board. Current members Gish reviewed the activities and meeting schedule of the Park Board.

* From 6:00 p.m. to 6:15 p.m., City Council interviewed Todd Campbell for the Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority. Mr. Kandarp Patel was interviewed for this board during his prior interview session. City Manager Shaffer and Mr. Vomastek reviewed the roles and responsibilities of this board

* From 6:15 p.m. to 6:30 p.m., City Council interviewed Lawrence Smith, Arthur Roberts, Barbara Marquis and Joseph Magalski (virtually). At the request of the Mayor, current members Mr. Smith and Mr. Roberts provided an overview of the Senior Citizen Advisory Board.

* From 6:30 p.m. to 6:45 p.m., City Council interviewed Lynn Haddow for the Zoning Board of Appeals. City Council discussed appointing current Zoning Board of Appeals alternate member, Jeff Wettig, to fulfill the vacancy and appoint Ms. Haddow as the new alternate. City Clerk Eklov stated she would confirm with the staff liaison and Mr. Wettig.

* From 6:45 p.m. to 6:55 p.m., City Council interviewed Thomas "Casey" Fawley for the

Planning Commission. At the request of the Mayor, Mayor Pro Tem Pearson provided a summary of the responsibilities of this commission.

* Due to precautions with COVID-19, interviews for the reappointments to the Historic District Commission were not performed.

City Council then deliberated as to which applicants should be appointed to the various boards and commissions. Noting his application highlighted an interest in the Human Services Board, EDC/TIFA and Park Board, it was decided that Mr. Patel would be appointed to the Park Board to fill the remaining vacancy.

ADJOURN: Mayor Randall adjourned the meeting at 6:56 p.m.

_____

Erica Eklov, City Clerk

Human Services Board

First Name	Last Name	Start Date	End Date
Nadeem	Mirza	5/10/2011	10/1/2023
Stephanie	Upshaw, V. Chr.	5/9/2017	10/1/2023
vacant			10/1/2021
Timothy	Henson	10/9/2018	10/1/2021
Alice	Mwanda	10/10/2017	10/1/2021
Effie	Kokkinos	1/8/2013	10/1/2022
Brooke	Kolodzieczyk	1/14/2020	12/21/2022
Fiorella	Spalvieri, Chr.	10/6/2015	10/1/2022
vacant			10/1/2023
Tom	McCoy, Ex Officio		