**FINAL AGENDA FOR THE COUNCIL MEETING**
**CITY OF PORTAGE**
**AUGUST 10, 2021**

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
    a. Regular City Council Meeting of July 27, 2021.
    b. Special City Council Meeting of July 29, 2021.
    c. Special City Council Meeting of July 31, 2021.
    d. Special City Council Meeting of August 2, 2021.
    e. Pre-Council Meeting of August 9, 2021.
2. Approval of the Accounts Payable Register of August 10, 2021 as presented.
3. Authorize the Mayor to sign the Agreement with Mr. Joseph La Margo as presented.
4. Approve a one-year contract, with the option of an additional renewal for a period of up to two years, with Delta Dental Plan of Michigan for dental insurance and authorize the City Manager's Office to execute all documents on behalf of the city.
5. Approve the Final Condominium Subdivision for Pennridge Trail No. 2, 1800 West Osterhout Avenue subject to completion of sidewalks and street trees by November 2023.
6. Award contracts to Detroit Salt in the amount of $87,164 for the early delivery of 1,400 tons of ice control salt at the price of $62.26 per ton and $101,970 for 1,500 tons of ice control salt for seasonal backup on an as-needed basis at the price of $67.98 per ton.
7. Accept and approve the investment policy as recommended by the City of Portage Investment Committee.
8. Set a Special Meeting on Tuesday, October 5, 2021, beginning at 5:15 p.m., to interview Board and Commission applicants.
9. Receive the report from the Local Officers Compensation Commission.
10. Materials Transmitted of August 4, 2021.
11. Calendar of Meetings:

    - Environmental Board, August 11, 2021 at 7:00 p.m. at City Hall Room #1.
    - Senior Citizens Advisory Board, August 18, 2021 at 2:30 p.m. at Portage Senior Center.
    - Planning Commission, August 19, 2021 at 7:00 p.m. at City Hall Council Chambers.
    - Kalamazoo County Public Arts Commission, August 24, 2021 at 11:30 a.m. - Virtual.
    - *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. Major meetings may be viewed live on Charter channel 995 and AT&T channel 99 or live streaming at portagemi.gov/205.*

B. Petitions and Statements of Citizens:

C. Communications:

1. Presentation of the Kalamazoo Conservation District's Partner of the Year Award to the City of Portage by Elizabeth Rochow, District Manager.

D. Public Hearings:

E. Regular Business Agenda:

1. Approve the appointment of Adam Herringa to the position of Acting City Manager.

F. Unfinished Business:

G. Council Committee Reports:

H. New Business:

I. Statements of Citizens:

J. Statements of City Council and City Manager.

Adjournment.

# CITY COUNCIL MEETING MINUTES FROM JULY 27, 2021

Mayor Patricia Randall called the Regular Meeting to order at 07:02 PM. The regular meeting was held virtually as permitted by PA 228, in accordance with December 2020 Kalamazoo County Emergency Declaration. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. Also in attendance were City Attorney Catherine Kaufman, Deputy City Manager Mike Carroll, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to reflect on working toward a more equitable and just community. 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. Councilmember Reid removed Item A.4, Substantial Plan Amendment to the Community Development Block Grant Program FY 2020-21 Annual Action Plan. Motion by Reid, seconded by Ledbetter, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 5 to 0.

**Approval of Meeting Minutes:** Motion by Reid, seconded by Ledbetter, to approve the City Council Meeting Minutes of the Committee of the Whole Meeting of July 13, 2021; Special Meeting of July 13, 2021; Regular Meeting of July 13, 2021, and, Pre-Council Meeting of July 26, 2021. Upon a roll call vote, motion carried 5 to 0.

**Accounts Payable Register:** Motion by Reid, seconded by Ledbetter, to approve the Accounts Payable Register of July 27, 2021, as presented. Upon a roll call vote, motion carried 5 to 0.

**West End Drive Special Assessment Petition:** Motion by Reid, seconded by Ledbetter, to accept the special assessment petition in favor of creating a special assessment district on West End Drive (South Shore Drive to road end) and refer the matter to the City Administration for review and report. Upon a roll call vote, motion carried 5 to 0.

**Property Acquisition - 9303 Portage Road:** Motion by Reid, seconded by Ledbetter, to approve the purchase of property addressed as 9303 Portage Road in the amount of $375,000 and authorize the City Manager's Office to execute all related documents on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

**Property Acquisition - 9617 Portage Road and 2010 Woodbine Avenue:** Motion by Reid, seconded by Ledbetter, to approve the purchase of properties addressed as 9617 Portage Road and 2010 Woodbine Avenue in the total amount of $265,000 and authorize the City Manager's Office to execute all related documents on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

**Portage Community Senior Center - Audio/Video Systems:** Motion by Reid, seconded by Ledbetter, to approve Third Coast Tech, LLC for design and installation services for the Charles & Lynn Zhang Portage Community Senior Center audio and video systems under the Oakland County G2G Government Purchasing Marketplace pricing program in the total amount of $152,465.74 and authorize the City Manager's Office to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

**Millennium Park Ice Rink Chiller – Recommendation:** Motion by Reid, seconded by Ledbetter, to approve the sole source purchase for the design, removal, and installation of an updated chiller from

CIMCO in the amount of $95,649.23, and authorize the City Manager's Office to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

**Purchase of Two Palo Alto 3220 Firewalls:** Motion by Reid, seconded by Ledbetter, to approve the purchase of two Palo Alto 3220 series firewalls, three-year maintenance and support services from the preferred Palo Alto vendor, Trace 3, in the amount of $88,108 and authorize the City Manager's Office to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 5 to 0.

**Application for Liquor License - 468 Winery (8135 Cox's Drive):** Motion by Reid, seconded by Ledbetter, to recommend approval by the Michigan Liquor Control Commission (MLCC) of the Application for a Tasting Room Permit for 468 Winery (8135 Cox's Drive). Upon a roll call vote, motion carried 5 to 0.

**Minutes of Boards and Commissions:** Motion by Reid, seconded by Ledbetter, to receive the Minutes of the Zoning Board of Appeals of June 14, 2021, as presented. Upon a roll call vote, motion carried 5 to 0.

**Calendar of Meetings:** Motion by Reid, seconded by Ledbetter, to receive the Calendar of Meetings as presented. Upon a roll call vote, motion carried 5 to 0.

**PETITIONS AND STATEMENTS OF CITIZENS:** None.

**REGULAR BUSINESS AGENDA:**

**Substantial Plan Amendment to the Community Development Block Grant Program (CDBG) FY 2020-21 Annual Action Plan** Councilmember Reid stated she had removed Item A.4 from the Consent Agenda due to questions regarding the Action Recommended language, specifically sub-item C. She noted the language as proposed could give the incorrect impression the city would be the entity constructing the affordable housing and suggested language stating the city supports the effort. Councilmember Reid also inquired about the term "affordable housing" as compared to "workforce housing" and recommended changing the term in the Action Recommended. Deputy City Manager Mike Carroll deferred to Community Development Director Kelly Peterson regarding the proposed changes and compliance with federal government requirements. Director Peterson accepted the revisions to the Action Recommended, stating the critical aspect was assurance that the city would utilize the funding to serve low and moderate incoming residents.

Motion by Reid, seconded by Urban, to approve the Substantial Plan Amendment to the Community Development Block Grant Program (CDBG) FY 2020-21 Annual Action Plan that recommends allocating: $50,000 from the U.S. Department of Housing and Urban Development (HUD) CDBG-CV3 grant to the Portage Community Center; $50,000 for facility improvements in the Lexington Green neighborhood park; $107,041 for housing rehabilitation projects and/or property acquisition to support the construction of workforce housing; $30,000 for grant administrative costs, and, authorize the City Manager's Office to submit the Substantial Plan Amendment to HUD, and sign the required documents related to the funding request on behalf of the City. Upon a roll call vote, motion carried 5 to 0.

**COUNCIL COMMITTEE REPORTS:** None.

**NEW BUSINESS:**

**Resignation of City Manager:** Mayor Randall stated that City Council was adding an item to New Business. She stated that pursuant to Section 9 of the City Manager's Employment Agreement, a

motion to accept the resignation of the City Manager, Joseph La Margo, effective August 30, 2021, was being requested. Motion by Pearson, seconded by Ledbetter, to accept Mr. La Margo's resignation. Councilmember Reid inquired about whether the City Council was required to add the date effective to the actual motion in light of existing stipulations in Mr. La Margo's contract. City Attorney Kaufman confirmed the inclusion of the effective date.
Mayor Pro Tem Pearson amended the motion to state to accept Mr. La Margo's resignation effective August 30, 2021. Councilmember Reid seconded. Upon a roll call vote, motion carried 5 to 0.

**New Staff:** Mayor Randall then introduced Community Development Director Kelly Peterson on a new matter. Director Peterson introduced Biqi Zhao as the city's new Senior City Planner and provided a summary of Ms. Zhao's background.

**STATEMENTS OF CITIZENS:** None.

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER:** Councilmember Urban highlighted the list of candidates for the November 2, 2021, Mayor and City Council election. He noted the lack of new candidates and expressed disappointment with the level of citizen interest. Councilmember Urban provided a brief history of the prior City Council elections he had experienced and encouraged future citizen engagement.

Councilmember Reid welcomed the new Community Development Department staff person and provided a COVID-19 update regarding the Delta variant growing concerns.

Councilmember Ledbetter had no comment.

Deputy City Manager Carroll provided an update regarding the December 2020 Kalamazoo County Emergency Declaration as it related to permitting virtual meetings. He relayed recent discussions at the county level confirmed the continuation of the Emergency Declaration through the end of the 2021 calendar year.

Mayor Pro Tem Pearson had no comment.

Mayor Randall acknowledged the presence of Jim Stephanak, Co-Chair of the Portage Community Senior Center Capital Campaign. She highlighted the approval of the state-of-the-art audio/visual system purchase on the Consent Agenda and stated she looks forward to seeing the fully constructed Center. Mayor Randall closed by encouraging the public to enjoy the beautiful weather.

**ADJOURNMENT.** Mayor Randall adjourned the meeting at 07:23 PM.

Erica L. Eklov, City Clerk

DRAFT

**MINUTES OF THE SPECIAL CITY COUNCIL**
**MEETING OF JULY 29, 2021**

Mayor Patricia Randall called the Special Meeting to order at 09:32 AM. The meeting was held in a partially virtual format as permitted by PA 228, in accordance with December 2020 Kalamazoo County Emergency Declaration. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. Councilmembers Chris Burns and Lori Knapp participated virtually from Stone Harbor, New Jersey, and Georgian Bay, Canada, respectively. Also in attendance were City Manager Joe La Margo, City Attorney Catherine Kaufman, Deputy City Manager Mike Carroll, and City Clerk Erica Eklov.

**PROPOSED CLOSED SESSION TO DISCUSS A CITY ATTORNEY LEGAL OPINION & NEXT STEPS IN THE HIRING PROCESS FOR NEW CITY MANAGER:** Mayor Randall introduced the reason for the Special Meeting, including beginning the process to hire a new City Manager. She stated Councilmember Reid had expressed a desire to be included in the search process before the end of her term as a Councilmember and Mayor Randall noted Ms. Reid's prior experience with hiring new City Managers. Mayor Randall then proposed moving into Closed Session to discuss a City Attorney legal opinion first. Councilmember Urban expressed concern with pursuing a vote to move into a closed session without first being provided the legal opinion being proposed for discussion. City Attorney Kaufman supplied each member of the City Council a copy of her opinion and confirmed the City Clerk had provided the two Councilmembers virtually attending the meeting via e-mail at the start of the meeting. Councilmember Urban stated that City Attorney Kaufman's legal opinion may conflict with a statement she made during the July 27, 2021, Regular Meeting. The City Attorney asked Councilmember Urban to discuss during the Closed Session.

Motion by Pearson to go into Closed Session to discuss a City Attorney Legal Opinion. Councilmember Reid interjected with a point of order that the City Attorney's opinion covered two matters and requested notation of both matters in the motion. Motion by Pearson, seconded by Reid, to go into Closed Session to discuss the City Attorney's two legal opinions. Upon roll call vote, motion carried six to one, with Councilmember Urban voting no.

-- Entered Closed Session at 9:42 a.m. --
-- Resumed Open Session at 10:41 a.m. --

Motion by Pearson, seconded by Reid, to accept the City Attorney's recommendations as discussed in Closed Session and to appoint the Mayor to work with the City Attorney to implement the recommendations. Upon roll call vote, motion carried seven to zero.

Mayor Randall then began discussion regarding the next steps in the hiring process for a new City Manager, noting the upcoming City Council election that would not include Councilmember Reid. Mayor Randall relayed that City Attorney Kaufman had suggested a potential search firm with which she had previously interacted, Frank Walsh of Walsh Municipal Services. Mayor Randall stated that she had asked the City Attorney to reach out to Mr. Walsh to gauge his interest in working with the city and noted his fees were nearly half that of the search firm the City Council used in the prior two searches. Mayor Randall asked the members of the Council if they would like to meet Mr. Walsh instead of trying to re-start the process of securing a search firm from the beginning to maintain momentum. Councilmember Reid encouraged completing reference checks before pursuing Mr. Walsh. City Attorney Kaufman relayed prior instances of her work and experiences with Mr. Walsh. Councilmembers Burns and Knapp agreed with meeting Mr. Walsh. There was additional

discussion as to whether Mr. Walsh worked nationally and when to meet with him.

Mayor Randall stated she would schedule a time to meet with Mr. Walsh and asked City Council to review and update the Community Profile document created during the 2019 City Manager search. Councilmember Urban inquired whether City Council was required to put the search firm request out for bid as it was a professional service. He then expressed interest in maintaining consideration of other search firms as well. Mayor Randall then noted she had inquired with Human Resources Director Shannon Hertz as to whether the Human Resources Department could perform the City Manager search services in-house. She relayed that Director Hertz stated such an executive-level search was outside the scope and capabilities of the department. Mayor Pro Tem Pearson noted that his experience with national searches for executive-level positions had still found only Midwest candidates applied.

City Council then discussed the appointment of an Interim or Acting City Manager. Mayor Randall relayed that her prior discussions with Deputy City Manager Herringa had proven his interest in the position. There was a verbal consensus of the Council to pursue Mr. Herringa for the interim position. Councilmember Urban asked the City Attorney to discuss the potential for drafting an Acting City Manager Agreement with Mr. Herringa, stating Mr. Herringa had expressed an interest in ensuring his prior Deputy City Manager position would be available for him to return after the interim period.

**STATEMENTS OF CITIZENS.** None.

**ADJOURNMENT:** Mayor Randall adjourned the meeting at 10:59 AM.

Erica L. Eklov, City Clerk

DRAFT

**MEETING MINUTES FROM THE**
**SPECIAL CITY COUNCIL MEETING OF JULY 31, 2021**

Mayor Patricia Randall called the Special Meeting to order at 03:04 PM. The meeting was held in a partial virtual format as permitted by PA 228, in accordance with December 2020 Kalamazoo County Emergency Declaration. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. Councilmember Knapp participated virtually from Georgian Bay, Canada. Councilmember Chris Burns was absent. Also in attendance were City Attorney Catherine Kaufman and City Clerk Erica Eklov.

**PROPOSED CLOSED SESSION TO DISCUSS A CITY ATTORNEY LEGAL OPINION/STATEMENT.**

Motion by Pearson, seconded by Ledbetter, to enter into a Closed Session to Discuss a City Attorney Legal Opinion/Statement. Councilmember Urban stated he did not believe a closed session was necessary to discuss the draft City Manager Agreement. Councilmember Reid asked the City Attorney about the non-disclosure section of the draft City Manager Agreement. City Attorney Kaufman replied that the language was common and only to the extent provided by law. She noted the language states the City Manager cannot disclose information publicly but the Agreement can be requested under the Freedom of Information Act. Councilmember Urban questioned why the section was included. The City Attorney responded that the provision gives confidence to both parties' confidentiality when executing an agreement. Upon a roll call vote, motion carried 5 to 1, with Councilmember Urban voting no.

-- Entered Closed Session at 3:08 p.m. --
-- Resumed Open Session at 4:12 p.m. --

Mayor Randall began discussion with a review of the current Deputy City Manager's salaries and relayed the recommendation from Human Resources Director Shannon Hertz for Deputy City Manager Herringa's salary as an Acting City Manager. Mayor Randall stated Director Hertz had noted that a range of $160,000 to $175,000 was in line with market reviews. Mayor Randall noted she had a scheduled meeting with Mr. Herringa and Mayor Pro Tem Pearson for the morning of Monday, August 2, 2021 and inquired whether the Mayor and Mayor Pro Tem had the ability to negotiate with Mr. Herringa on behalf of the City Council. The City Council then had discussion regarding salary calculations and ranges. Councilmember Urban stated he had no issue with the proposal for Mr. Herringa.

Mayor Randall requested the addition of the following to the Special Meeting she had previously scheduled for Monday, August 2: review of the revised draft agreement for the City Manager, and review of a draft agreement for the Acting City Manager. Councilmember Urban inquired whether a closed session was required to discuss salary matters. City Attorney Kaufman responded it was not required. Councilmember Reid noted that Mr. Herringa may have additional requests during his upcoming discussion with the Mayor and Mayor Pro Tem, and asked for a report to the remainder of City Council on Monday from the Mayor regarding the outcome of the discussions. Councilmember Urban inquired whether Deputy City Managers currently utilize city vehicles. Mayor Randall responded that both Deputy City Managers, as well as the City Manager, get car allowances. Councilmember Urban stated that Mr. Herringa's allowance may need to be increased based on expected increased travel. Councilmember Reid inquired whether a future closed session of the City Council would be required to review the proposed agreements. City Attorney Kaufman responded that a closed session was not required.

Motion by Reid, seconded by Pearson, to appoint the Mayor and Mayor Pro Tem to meet with

Deputy City Manager Herringa to discuss terms to assume the Acting City Manager role. Upon roll call vote, motion carried 6 to 0.

**STATEMENTS OF CITIZENS:** None.

**ADJOURNMENT:** Mayor Randall adjourned the meeting at 04:21 PM.

Erica L. Eklov, City Clerk

DRAFT

**MINUTES OF THE SPECIAL MEETING**
**OF THE PORTAGE CITY COUNCIL**
**AUGUST 2, 2021**

Mayor Patricia Randall called the Special Meeting to order at 4:30 PM. The meeting was held in a partial virtual format as permitted by PA 228, in accordance with December 2020 Kalamazoo County Emergency Declaration. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. Also in attendance were City Attorney Catherine Kaufman, Deputy City Manager Adam Herringa and Deputy City Manager Michael Carroll.

At the request of City Attorney Kaufman, Item B. was discussed first as she had another meeting to attend.

**Item B**: Review of Amended Draft City Manager Agreement.

Attorney Kaufman discussed amendments she had made since the July 31 meeting. Motion by Urban to Authorize the City Attorney to present the contract to Mr. La Margo for his consideration and upon his execution authorize the Mayor to sign. Support by Reid, motion carried 5 to 0.

At 4:46 pm, Councilmember Lori Knapp joined from Cognashene, Georgian Bay, Canada. Ms. Lisa Brayton, Candidate for City Council, also joined the meeting.

**Item A**: Introduction of Frank Walsh – Walsh Municipal Services, LLC.

Discussion was had regarding Mr. Walsh's services and a possible timeline. He indicated placing a candidate in late fall was difficult. He also mentioned there is a very slow period from Thanksgiving to New Year that is even more difficult. If chosen, he planned for a posting of the position by approximately August 12, with an anticipated 100-day search process. He felt posting a salary range would help with recruiting. He named Novi and Midland as appropriate comparables, and stated his opinion as to salary range was $165,000 to $175,000.

At 4:57 pm, Councilmember Vic Ledbetter joined the meeting.

Mr. Walsh was thanked for his presentation, and he left the meeting. Some members of Council expressed a preference for reviewing additional firms. Mayor Randall asked those members to provide the names of any other firms they wished to consider, with her intent being to schedule additional meetings prior to regularly scheduled Council meetings.

**Item C**: Review of Draft Acting City Manager Agreement.

City Attorney Kaufman had not completed the draft to the extent she felt comfortable sharing. Deputy City Manager Herringa also expressed a desire to complete the drafting by week's end, so that it may be placed for approval at next week's Council meeting. Council agreed, and Mayor Randall asked the item to be placed on the August 10 agenda.

**STATEMENTS OF CITIZENS:** None.

Michael Carroll, Deputy City Manager

**PRE-COUNCIL MEETING**
**MINUTES FROM AUGUST 9, 2021**

Mayor Patricia Randall called the meeting to order at 08:00 AM. The regular meeting was held in a partially virtual format as permitted by PA 228, in accordance with December 2020 Kalamazoo County Emergency Declaration. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Lori Knapp, and Claudette Reid were present. Councilmembers Vic Ledbetter and Terry Urban were absent with excuse. All members participated virtually from Portage, Michigan, with the exception of Councilmember Lori Knapp who joined from Cognashene, Georgian Bay, Canada. Also in attendance were Deputy City Manager Adam Herringa, Deputy City Manager Mike Carroll, and City Clerk Erica Eklov.

With regard to Item A.2, Accounts Payable Register, Councilmember Burns inquired about the payment to the Strategic Planning Consultant, as well as an update on the status of the work. Deputy City Manager Herringa responded that the consultant continues to meet and strategize with city staff on a monthly basis following the original meeting with City Council in early 2020. Councilmember Reid inquired whether the arrangement was a retainer contract or paid hourly. Deputy City Manager Herringa responded it is paid hourly. Mayor Pro Tem Pearson inquired about Checks #317375 and #317376 for payments to Western Michigan University totaling over $32,000 for Lean Six Sigma training and asked whether any additional payments were expected. Deputy City Manager Herringa responded that the noted payments were the final total for approximately 80 staff taking Yellow Belt training. He stated there would be a separate training session for Green Belt with fewer staff at a later date.

With regard to Item A.4, Delta Dental Plan of Michigan Insurance, Councilmember Reid requested clarification regarding the action recommended timing language for the noted contract approvals. Deputy City Manager Herringa stated staff would research and respond.

With regard to Item A.5, Pennridge Trail Phase 2 Final Plan, Mayor Pro Tem Pearson noted many of the recently planted evergreen trees in the berm of the Pennridge Trail subdivision had died and asked how the city could address the issue. Deputy City Manager Herringa stated staff would research and respond. Councilmember Reid inquired whether the emergency ingress / egress road would be gravel or paved. Deputy City Manager Herringa stated he would confirm that the road was paved and already completed.

With regard to Item A.7, Investment Policy Update, Mayor Pro Tem Pearson requested clarification regarding the changes. Councilmember Burns responded as a member of the Investment Committee and stated there were no significant changes but only re-formatting and improving clarity in preparation for submitting the policy for national certification. He relayed that the only content update increased flexibility should a Certificate of Deposit exceed FDIC insurance limits. Councilmember Reid echoed Councilmember Burns' comments noting her husband also served on the Investment Committee.

There was additional discussion regarding Tuesday's Regular Meeting logistics and COVID-19 protocol plans as it pertained to Kalamazoo County.

**PETITIONS AND STATEMENTS OF CITIZENS:** None.

**ADJOURNMENT.** Following a summary of the meeting, Mayor Randall adjourned the meeting at 08:17 AM.

Erica Eklov, City Clerk

DRAFT

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Accounts Payable Register

**SUPPORTING PERSONNEL:** Lauren VanderVeen, Finance Director

**ACTION RECOMMENDED:** Approval of the Accounts Payable Register of August 10, 2021

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks, auto-pay payments and electronic payments. The attached Accounts Payable Register covers the period July 18, 2021 through July 31, 2021 and notes $705,057.99 in automated clearing house payments, $673,928.21 in paper checks, $4,062.48 in autopay payments and $3,470,513.70 in electronic payments for a grand total of $4,853,562.38.

**FUNDING:** Not Applicable

**Attachments:** 1. Accounts Payable Register of August 10, 2021

Check Type: ACH Transactions

| Check Date | Check | Vendor Name | Description | Amount |
|---|---|---|---|---|
| 07/23/2021 | 15450(A) | A NEW LEAF | CITY HALL PLANT CARE | 93.50 |
| 07/23/2021 | 15451(A) | AIRGAS USA LLC | WELDING SUPPLIES | 69.70 |
| 07/23/2021 | 15452(A) | ALKHAMIS, ZACHARY ZIAD | SNAP DUFB | 63.00 |
| 07/23/2021 | 15453(A) | ALL CITY MANAGEMENT SERVICES, INC. | CROSSING GUARD CONTRACT | 1,770.21 |
| 07/23/2021 | 15454(A) | AMAZON.COM SALES, INC. | FIRE OFFICE SUPPLIES | 381.76 |
| 07/23/2021 | 15455(A) | AMERICAN HYDROGEOLOGY CORP. | S WESTNEDGE PARK - PFAS | 3,595.15 |
| 07/23/2021 | 15456(A) | AMERICAN SAFETY & FIRST AID | SAFETY EQUIPMENT RESTOCK | 84.04 |
| 07/23/2021 | 15457(A) | ANIMAL REMOVAL SERVICE, LLC | ANIMAL REMOVAL SERVICES | 845.00 |
| 07/23/2021 | 15458(A) | AUMACK, MICHAEL | SUMMER 2021 UMPIRE PAYROLL | 300.00 |
| 07/23/2021 | 15459(A) | AUNALYTICS INC | DISASTER RECOVERY SERVICES | 1,757.70 |
| 07/23/2021 | 15460(A) | AXON ENTERPRISES, INC. | 7 TASERS/HOLSTERS/BATTERIES/CARTRIDGES | 24,150.00 |
| 07/23/2021 | 15461(A) | B L HARROUN & SON INC. | EMERG REPLACEMENT OF LEAKING BACKFLOW | 3,999.00 |
| 07/23/2021 | 15462(A) | BEEBE, RONALD E. | SUMMER 2021 UMPIRE PAYROLL | 275.00 |
| 07/23/2021 | 15463(A) | BLUE CARE NETWORK-GREAT LAKES | BCNA HEALTH INSURANCE | 151,131.61 |
| 07/23/2021 | 15464(A) | BOGARD, SCOTT T | CRIMINAL INTERDICTION CONFERENCE | 328.97 |
| 07/23/2021 | 15465(A) | BYHOLT INC. | GRAVEL FOR S WESTNEDGE PK HOCKEY RINK | 1,268.75 |
| 07/23/2021 | 15466(A) | C T S TELECOM, INC. | MONTHLY FIBER SERVICES | 2,487.80 |
| 07/23/2021 | 15467(A) | CARLETON EQUIPMENT CO. | REPAIR AND MAINTENANCE | 2,784.73 |
| 07/23/2021 | 15468(A) | CERTASITE LLC | SEMI-ANNUAL NOVEC SYSTEM INSPECTION | 284.60 |
| 07/23/2021 | 15469(A) | CHARTER COMMUNICATIONS | CABLE TV | 674.21 |
| 07/23/2021 | 15470(A) | CLEANIT CORP | CAR WASHES | 300.00 |
| 07/23/2021 | 15471(A) | COMPLETE LANDSCAPING SOLUTIONS | CONTRACT MOWING FOR TALL GRASS & WEEDS | 717.41 |
| 07/23/2021 | 15472(A) | CONSOLIDATED ELECTRICAL DIST INC | PARKS LIGHT BULBS | 166.02 |
| 07/23/2021 | 15473(A) | CUTSHAW, JESSICA LYNN | REALISTIC DE-ESCALATION INSTRUCTOR COURSE | 132.00 |
| 07/23/2021 | 15474(A) | DEER CONTRACTING & LANDSCAPE | LIFT STATION MAINTENANCE | 3,180.00 |
| 07/23/2021 | 15475(A) | DELTA DENTAL PLAN OF MICHIGAN | DENTAL INSURANCE | 19,724.20 |
| 07/23/2021 | 15476(A) | DEPATIE FLUID POWER CO., INC. | HYDRAULIC REPAIRS | 194.91 |
| 07/23/2021 | 15477(A) | EDWARDS, HENRY | SUMMER 2021 UMPIRE PAYROLL | 94.00 |
| 07/23/2021 | 15478(A) | EGGERDING, GREGORY T. | SUMMER 2021 UMPIRE PAYROLL | 50.00 |
| 07/23/2021 | 15479(A) | ENGINEERED PROTECTION SYSTEMS, INC. | FIRE FACILITY MAINT | 1,908.93 |
| 07/23/2021 | 15480(A) | ETNA SUPPLY, INC. | PARKS SUPPLIES | 935.06 |
| 07/23/2021 | 15481(A) | FORSHEE, MARK | SUMMER 2021 UMPIRE PAYROLL | 150.00 |

| Check Date | Check | Vendor Name | Description | Amount |
|---|---|---|---|---|
| 07/23/2021 | 15482(A) | GABRIELLI, CARLIN | REALISTIC DE-ESCALATION INSTRUCTOR COURSE | 132.00 |
| 07/23/2021 | 15483(A) | GORDON WATER SYSTEMS | WATER SERVICE | 199.76 |
| 07/23/2021 | 15484(A) | GRIFFIN PEST SOLUTIONS | PEST CONTROL SERVICE | 235.00 |
| 07/23/2021 | 15485(A) | HARTMAN, CHARLES | SUMMER 2021 UMPIRE PAYROLL | 96.00 |
| 07/23/2021 | 15486(A) | HOFFMAN BROTHERS, INC. | STORM SEWER REPAIR - 7258 MACKENZIE LN | 26,802.75 |
| 07/23/2021 | 15487(A) | HOTRUM, ROBERT | SUMMER 2021 UMPIRE PAYROLL | 100.00 |
| 07/23/2021 | 15488(A) | INDUSCO SUPPLY CO., INC. | RESTROOM SUPPLIES | 203.27 |
| 07/23/2021 | 15489(A) | IRISH AYRES ENTERPRISES, LLC | ELIASON SOUTH LANDSCAPE IMPROVEMENTS | 27,285.27 |
| 07/23/2021 | 15490(A) | J & J LAWN SERVICE, INC. | UTILITY MOWING AND TRIMMING | 9,991.25 |
| 07/23/2021 | 15491(A) | JBM TECHNOLOGY | KVCC POLICE ACADEMY CADET PT ATTIRE | 312.00 |
| 07/23/2021 | 15492(A) | KAHN, WILMA | REMINISCENCE WRITING INSTRUCTION | 348.00 |
| 07/23/2021 | 15493(A) | KENNEDY INDUSTRIES, INC. | PUMP REPLACEMENT AT WOODHAMS LIFT STAT | 5,295.00 |
| 07/23/2021 | 15494(A) | LIFEGUARD STORE | RAMONA UNIFORMS | 115.50 |
| 07/23/2021 | 15495(A) | MAPLE HILL SPRINKLING, INC. | REPLACE SPRINKLER CONTROLLERS | 3,986.00 |
| 07/23/2021 | 15496(A) | MARTIN SPRING & DRIVE, INC. | VACTOR SPRING REPAIR | 4,472.48 |
| 07/23/2021 | 15497(A) | MATERIALS RESOURCES | FIRE CLEANING SUPPLIES | 345.93 |
| 07/23/2021 | 15498(A) | MCNALLY ELEVATOR CO. | ELEVATOR MAINTENANCE | 548.21 |
| 07/23/2021 | 15499(A) | MICHIGAN OFFICE ENVIRONMENTS | FIRE OFFICE EQUIPMENT | 3,889.32 |
| 07/23/2021 | 15500(A) | MIDWEST ENERGY & COMMUNICATIONS | STREETLIGHT ENERGY COSTS | 308.19 |
| 07/23/2021 | 15501(A) | MULDERS LANDSCAPE SUPPLIES INC | TOP DIRT AND MATERIAL FOR RESTORATION | 640.00 |
| 07/23/2021 | 15502(A) | MURRAY, MICHAEL R | SNAP REIMBURSEMENT | 15.00 |
| 07/23/2021 | 15503(A) | MYERS, JAMES | MACP SUMMER CONFERENCE | 655.58 |
| 07/23/2021 | 15504(A) | NYE UNIFORMS | UNIFORM COATS | 10,795.78 |
| 07/23/2021 | 15505(A) | ONE WAY PRODUCTS | JANITORIAL SUPPLIES-PARKS | 1,687.68 |
| 07/23/2021 | 15506(A) | PARIS CLEANERS | LAUNDRY CONTRACT | 1,138.55 |
| 07/23/2021 | 15507(A) | PATESEL, TERRY | SUMMER 2021 UMPIRE PAYROLL | 50.00 |
| 07/23/2021 | 15508(A) | PAVER PET SUPPLY | PET SUPPLIES | 63.00 |
| 07/23/2021 | 15509(A) | PEOPLEFACTS, LLC | EMPLOYEE BACKGROUND CHECKS | 270.26 |
| 07/23/2021 | 15510(A) | PERCEPTIVE CONTROLS, INC. | SCADA MAINTENANCE | 2,785.72 |
| 07/23/2021 | 15511(A) | PRECISION PRINTER SERVICES INC | PRINTER SERVICES | 1,006.68 |
| 07/23/2021 | 15512(A) | PRINTING SERVICES INC | GEOTOUR HABITAT BOOK & STICKERS | 603.57 |
| 07/23/2021 | 15513(A) | R W LAPINE INC. | HVAC ADDITIONAL SERVICES | 642.56 |
| 07/23/2021 | 15514(A) | RHODES, KEVIN | SUMMER 2021 UMPIRE PAYROLL | 300.00 |

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| 07/23/2021 | 15515(A) | RIDGE AUTO NAPA | OTC EVOLVE RENEWAL/REPAIR & MAIN SUPPLIES | 884.20 |
| 07/23/2021 | 15516(A) | VOID | | 0.00 |
| 07/23/2021 | 15517(A) | ROBERT LAMSON, LLC | POST OFFER CONDITION PSYCH EVALS | 2,110.00 |
| 07/23/2021 | 15518(A) | S B F ENTERPRISES, INC. | PRINTING & PROCESSING SUMMER 2021 TAX BILLS | 2,722.49 |
| 07/23/2021 | 15519(A) | SARKOZY BAKERY LLC | SNAP REIMBURSEMENT | 52.00 |
| 07/23/2021 | 15520(A) | SEVERANCE ELECTRIC COMPANY,INC | TRAFFIC SIGNAL MAINTENANCE | 4,621.26 |
| 07/23/2021 | 15521(A) | SMITH DAWSON & ANDREWS, INC. | PROFESSIONAL SERVICES RENDERED | 5,000.00 |
| 07/23/2021 | 15522(A) | SOLARWINDS, INC. | SOLARWINDS RENEWAL | 3,871.68 |
| 07/23/2021 | 15523(A) | SUEZ WATER ENVIRONMENTAL SERVICES | UTILITY OPERATION SYSTEM | 184,581.97 |
| 07/23/2021 | 15524(A) | TECHNOLOGY SOLUTIONS | CITY COUNCIL TICKET SYSTEM | 4,184.19 |
| 07/23/2021 | 15525(A) | TRUCK & TRAILER SPECIALTIES | UPFITTING FOR FORD F550 | 26,488.30 |
| 07/23/2021 | 15526(A) | VIRIDIS DESIGN GROUP | DR MARTIN LUTHER KING JR PARK A&E | 2,420.00 |
| 07/23/2021 | 15527(A) | WARNER NORCROSS & JUDD LLP | LEGAL & RETAINER FEES | 7,304.56 |
| 07/23/2021 | 15528(A) | WARNER OIL COMPANY INC | COOLANT BARREL | 258.50 |
| 07/23/2021 | 15529(A) | WEHMEIER PHOTOGRAPHY LTD | PHOTOGRAPHY SERVICES | 2,300.00 |
| 07/23/2021 | 15530(A) | WEST MICHIGAN INT'L LLC | EQUIPMENT REPAIR/MAINTENANCE | 280.76 |
| 07/23/2021 | 15531(A) | WIGHTMAN | ELIJAH ROOT FEASIBILITY STUDY | 25,000.00 |
| 07/23/2021 | 15532(A) | WOLFE, MATTHEW | MACP SUMMER CONFERENCE | 625.08 |
| 07/23/2021 | 15533(A) | XEROX CORPORATION | XEROX COPIER FEE | 219.10 |
| 07/30/2021 | 15534(A) | BEST WAY DISPOSAL, INC. | CURBSIDE RECYCLING PROGRAM | 56,440.32 |
| 07/30/2021 | 15535(A) | CHARTER COMMUNICATIONS | CABLE TV | 129.60 |
| 07/30/2021 | 15536(A) | FIDELITY SECURITY LIFE INSURANCE CO | VISION INSURANCE | 1,265.82 |
| 07/30/2021 | 15537(A) | IRISH AYRES ENTERPRISES, LLC | INSTALL LANDSCAPE BEDS/FLOWER PLANTING | 36,000.00 |
| 07/30/2021 | 15538(A) | MCGUIRE, INGRID | REIMBURSEMENT TRAVEL EXPENSES | 526.50 |
| 07/30/2021 | 15539(A) | PORTAGE FIREFIGHTERS | IAFF UNION DUES FOR JULY 2021 | 2,700.00 |
| 07/30/2021 | 15540(A) | PORTAGE ON-CALL FIREFIGHTERS | ON-CALL FF UNION DUES FOR JULY 2021 | 30.00 |
| 07/30/2021 | 15541(A) | PORTAGE POLICE OFFICERS ASSOC | PPOA DUES FOR JULY 2021 | 889.00 |
| 07/30/2021 | 15542(A) | PRECISION PRINTER SERVICES INC | PRINTER SERVICES 2020-2021 | 782.84 |
| 07/30/2021 | 15543(A) | PRINTING SERVICES INC | PORTAGER PRODUCTION | 2,777.56 |
| 07/30/2021 | 15544(A) | TAYLOR, GRANT | PER DIEM AND REIMBURSEMENT TRAVEL EXP | 546.82 |
| 07/30/2021 | 15545(A) | UNITED AUTO. IMPLEMENT WORKERS 2290 | UAW UNION DUES FOR JULY 2021 | 827.87 |
| | | | **Total ACH** | **705,057.99** |

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| 07/23/2021 | 317230 | 2982 JJKAL ENTERPRISES LLC | JIMMY JOHNS FOR FRIDAY AT THE FLATS JULY | 227.96 |
| 07/23/2021 | 317231 | 7TH DISTRICT COURT | BOND PAYMENT - 7TH DIST COURT | 400.00 |
| 07/23/2021 | 317232 | ALADTEC, INC. | FIRE SOFTWARE SUBSCRIPTION | 3,821.00 |
| 07/23/2021 | 317233 | ALLEGRA PRINT & IMAGING | ROAD INDEX MAPS/PRINTING SERVICES | 1,908.00 |
| 07/23/2021 | 317234 | ALTA EQUIPMENT CO. | MAINTENANCE SUPPLIES | 1,249.68 |
| 07/23/2021 | 317235 | ASCENSION MICH OCCUPATIONAL HEALTH | DOT PHYSICALS | 70.00 |
| 07/23/2021 | 317236 | AT&T | ELECTRONIC COMMUNICATIONS | 1,807.63 |
| 07/23/2021 | 317237 | AUGUSTUS, SUE | GRAIN ELEVATOR DEPOSIT & FEES REF | 212.50 |
| 07/23/2021 | 317238 | AUTOBODY USA - SOUTHSIDE | REPAIRS ON POLICE VEHICLE | 734.00 |
| 07/23/2021 | 317239 | AVI SYSTEMS, INC. | COUNCIL CHAMBERS PODIUM EQUIP REPAIR | 3,981.90 |
| 07/23/2021 | 317240 | BAILEY TERRA NOVA FARMS | SNAP REIMBURSEMENT | 13.00 |
| 07/23/2021 | 317241 | BAREITHER, CHAD | STRATEGIC PLANNING CONSULTING SERVICES | 2,000.00 |
| 07/23/2021 | 317242 | BARLOW, STEVEN | CAR INTERIOR CLEANING | 85.00 |
| 07/23/2021 | 317243 | BAY AREA TOUCHLESS CARWASH LLC | CAR WASHES | 258.00 |
| 07/23/2021 | 317244 | BC SOUND LLC | DEPARTURE SOUND AND STAGE | 3,260.00 |
| 07/23/2021 | 317245 | BEAR CREEK FARM AND MARKET LLC | SNAP DUFB REIMBURSEMENT | 14.00 |
| 07/23/2021 | 317246 | BEYONDTRUST CORPORATION | BOMGAR RENEWAL | 2,542.09 |
| 07/23/2021 | 317247 | BLAIN SUPPLY, INC. | REPAIR/MAINTENANCE SUPPLIES | 186.87 |
| 07/23/2021 | 317248 | BLOOM SLUGGETT, PC | LITIGATION-S WESTNEDGE AVE STORM SEWER PRJ | 717.00 |
| 07/23/2021 | 317249 | BLUE CROSS/BLUE SHIELD OF MICH | MA PLUS HEALTH INSURANCE | 577.20 |
| 07/23/2021 | 317250 | BONAMEGO, LOUIS | ELSL SNAP DUFB REIMBURSEMENT | 194.00 |
| 07/23/2021 | 317251 | BRODIE, ANGIE | BANDSHELL DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317252 | BRONSON HEALTHCARE GROUP | LEGAL BLOOD DRAWS | 800.00 |
| 07/23/2021 | 317253 | BUSINESS SPEAKERS BUREAU LLC | FOOD BUYOUT DEPARTURE | 120.00 |
| 07/23/2021 | 317254 | C&C PROFESSIONAL CLEANING SERVICE | FACILITY CLEANING SERVICES | 2,592.14 |
| 07/23/2021 | 317255 | CHEESE PEOPLE OF GRAND RAPIDS | SNAP REIMBURSEMENT | 36.00 |
| 07/23/2021 | 317256 | CHICAGO TITLE OF MICHIGAN | OVERPAYMENT FINAL WATER SEWER BILL | 12.06 |
| 07/23/2021 | 317257 | CHICAGO TITLE OF MICHIGAN, INC. | CDBG WITTERS 4313 CEDARCREST TITLE SEARCH | 150.00 |
| 07/23/2021 | 317258 | CINTAS CORP. | UNIFORM RENTAL FOR INSPECTORS | 33.24 |
| 07/23/2021 | 317259 | CITY OF KALAMAZOO TREASURER | WATER SERVICES | 1,048.52 |
| 07/23/2021 | 317260 | CLEARNETWORK, INC. | CLEARNETWORK RENEWAL/SECURITY CONSULTING | 1,950.00 |
| 07/23/2021 | 317261 | CONSUMERS ENERGY | POLE ATTACHMENT RENTAL FEE | 287.98 |

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| 07/23/2021 | 317262 | COSTAR REALTY INFORMATION, INC. | COMM REAL ESTATE DATABASE | 367.23 |
| 07/23/2021 | 317263 | D L GALLIVAN INC. | OFFICE SOLUTIONS | 71.00 |
| 07/23/2021 | 317264 | DAN, MORAN | GAC REFUND | 50.00 |
| 07/23/2021 | 317265 | DELEHANTY, MARY | REFUND-FINAL WATER ACCT-2446 DEEP FOREST | 485.34 |
| 07/23/2021 | 317266 | DELGADO, ERICA | GAC REFUND | 50.00 |
| 07/23/2021 | 317267 | DEVON TITLE AGENCY | OVERPAYMENT FINAL WATER BILL | 51.30 |
| 07/23/2021 | 317268 | DEVON TITLE AGENCY | OVERPAYMENT FINAL WATER BILL | 48.99 |
| 07/23/2021 | 317269 | DIXON ENGINEERING, INC | INSPECTION SERVICES | 3,350.00 |
| 07/23/2021 | 317270 | DUNN, JEREMY | GAC REFUND | 50.00 |
| 07/23/2021 | 317271 | EARLE, SHEILA L. | BARRE & SENIOR CHAIR YOGA | 260.00 |
| 07/23/2021 | 317272 | EMERGENCY VEHICLE PRODUCTS | POLICE VEHICLE REPAIR/MAINTENANCE | 3,218.24 |
| 07/23/2021 | 317273 | EMERY, BEN | GRAIN ELEVATOR DEPOSIT &  FEES REF | 275.00 |
| 07/23/2021 | 317274 | ENGINEERING SUPPLY & IMAGING | PLOTTER SUPPLIES FOR T2500 | 346.65 |
| 07/23/2021 | 317275 | FISH WINDOW CLEANING | DPW WINDOW CLEANING | 234.00 |
| 07/23/2021 | 317276 | FLETCHER ENTERPRISES | DPW SURFACE PAINTING | 6,230.00 |
| 07/23/2021 | 317277 | FLINT NEW HOLLAND, INC. | MOWER PARTS | 333.88 |
| 07/23/2021 | 317278 | FORCE SCIENCE INSTITUTE | REALISTIC DE-ESCALATION INSTRUC CRSE-CARLIN | 495.00 |
| 07/23/2021 | 317279 | FORCE SCIENCE INSTITUTE | REALISTIC DE-ESCALATION INSTRUC CRSE-CUTSHAW | 495.00 |
| 07/23/2021 | 317280 | GEORGEAU, VICKI | AMPHITHEATRE DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317281 | GLENN MILLER PRODUCTIONS, INC. | GLENN MILLER ORCHESTRA | 5,000.00 |
| 07/23/2021 | 317282 | GORDON FOOD SERVICE | RAMONA CONCESSIONS | 723.25 |
| 07/23/2021 | 317283 | GUNDU, RAKESH | GAC REFUND | 50.00 |
| 07/23/2021 | 317284 | GUTH ILLUSTRATION & DESIGN | GEO TOUR HABITAT BOOK | 1,187.50 |
| 07/23/2021 | 317285 | HAMILTON, TAMMIE | SCHRIER DEPOSIT & FEES REFUND | 275.00 |
| 07/23/2021 | 317286 | HEALTHSOURCE SOLUTIONS, LLC | WELLRIGHT PORTAL QUARTERLY FEE | 1,814.35 |
| 07/23/2021 | 317287 | HOME DEPOT | PCBP OVERLOOK- EAGLE SCOUT PROJ | 1,518.13 |
| 07/23/2021 | 317288 | VOID | | 0.00 |
| 07/23/2021 | 317289 | IMAGESTREAM, INC. | LIVE STREAM AND VIDEO PRODUCTION | 22,530.31 |
| 07/23/2021 | 317290 | INCREDIBLE KETTLE | SNAP REIMBURSEMENT | 66.00 |
| 07/23/2021 | 317291 | INT'L ASSOC OF FIRE CHIEFS | FIRE ADMIN MEMBERSHIP | 265.00 |
| 07/23/2021 | 317292 | INTERSTATE OFFICE INTERIORS | ADJUSTABLE HEIGHT DESKS FOR CLERK ADMIN | 2,190.00 |
| 07/23/2021 | 317293 | KALAMAZOO COUNTY TREASURER | OAKBROOK MOBILE HOME TAXES JULY 2021 | 322.50 |
| 07/23/2021 | 317294 | KALAMAZOO EXCAVATION & SEPTIC, LLC | HYDRANT  METER DESPOSIT REFUND | 100.00 |

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| 07/23/2021 | 317295 | KALAMAZOO LANDSCAPE SUPPLIES | BEACH SAND- OAKLAND DRIVE PARK | 2,544.00 |
| 07/23/2021 | 317296 | KALAMAZOO OIL COMPANY | FUEL 4/30 & 5/31 | 885.37 |
| 07/23/2021 | 317297 | KALAMAZOO REG'L EDUC SVC AGENCY | SUPPORT & MAINT SIRENS | 200.00 |
| 07/23/2021 | 317298 | KENT COUNTY DPW | WASTE DISPOSAL RED MED/DRUG | 90.00 |
| 07/23/2021 | 317299 | KIESER & ASSOCIATES, LLC | COMPOST SITE TESTING | 3,898.00 |
| 07/23/2021 | 317300 | KONICA MINOLTA BUSINESS SOLUTIONS | COPIER FOR TREASURY/ANNUAL MAINT AGREEMNT | 3,395.44 |
| 07/23/2021 | 317301 | KUMARI, SHIKHA | GAC REFUND | 50.00 |
| 07/23/2021 | 317302 | KZOO TIRE COMPANY | POLICE VEHICLE REPAIR/MAINTENANCE | 107.50 |
| 07/23/2021 | 317303 | LIGHTHOUSE UNIFORM CO. INC. | FIRE UNIFORMS | 8,861.97 |
| 07/23/2021 | 317304 | LOCEY SWIM POOL CO. | FOUNTAIN SUPPLIES/REPAIRS | 335.85 |
| 07/23/2021 | 317305 | LOPEZ, SANDRA I | SNAP REIMBURSEMENT | 67.00 |
| 07/23/2021 | 317306 | MAIN STREET PROPERTIES | IRRIGATION REPAIRS | 3,100.00 |
| 07/23/2021 | 317307 | MATRIX CONSULTING GROUP, LTD | ORGANIZATIONAL STUDY | 9,100.00 |
| 07/23/2021 | 317308 | MATYAS, PAUL | SCHRIER DEPOSIT & FEES REFUND | 262.50 |
| 07/23/2021 | 317309 | MCCROREY, CAITLIN | SCHRIER PARK RENTAL REFUND | 540.00 |
| 07/23/2021 | 317310 | MCDONALD'S TOWING & RESCUE, INC. | POLICE TOWING SERVICES | 147.00 |
| 07/23/2021 | 317311 | MCGUIRE, ANGELIQUE | GAC REFUND | 50.00 |
| 07/23/2021 | 317312 | MICH MUNICIPAL POLICE & FIRE REPAIR | POLICE VEHICLE REPAIR AND MAINTENANCE | 1,289.45 |
| 07/23/2021 | 317313 | MICHIANA LAND SERVICES | SENIOR CENTER EASEMENT | 2,200.00 |
| 07/23/2021 | 317314 | MICHIGAN ASSOCIATION OF MAYORS, INC | CONFERENCE REGISTRATION | 150.00 |
| 07/23/2021 | 317315 | MICHIGAN PAVEMENT MARKINGS LLC | PAVEMENT SPECIALTY MARKINGS | 68,380.45 |
| 07/23/2021 | 317316 | MICHIGAN SECURITY & LOCK | MISC LOCK AND KEY SERVICES | 562.00 |
| 07/23/2021 | 317317 | MIDWEST CUSTOM EMBROIDERY COMPANY | CMO SHIRTS | 48.00 |
| 07/23/2021 | 317318 | MORTON, NANCY GAIL | STUART MANOR DEPOSIT & FEES REF | 280.00 |
| 07/23/2021 | 317319 | MUCHA, KYLE | OVERPAYMENT OF JULY COBRA INSURANCE | 234.65 |
| 07/23/2021 | 317320 | MULDER'S MOVING & STORAGE | SCHRIER DEPOSIT & RENTAL REF | 375.00 |
| 07/23/2021 | 317321 | NATIONAL FIRE PROTECTION ASSOC | NFPA-FIRE CODE ANNUAL SUBSCRIPTION | 1,520.50 |
| 07/23/2021 | 317322 | NATIONAL TACTICAL OFFICERS ASSOC | SINGLE OFFICER ASSAILANT RESPONSE | 475.00 |
| 07/23/2021 | 317323 | NIRALUA, NARAYAN | GAC REFUND | 50.00 |
| 07/23/2021 | 317324 | OFFICE DEPOT, INC. | OFFICE SUPPLIES | 869.68 |
| 07/23/2021 | 317325 | OSBORN, DALLAS | OVERPAID FINAL WATER BILL | 12.26 |
| 07/23/2021 | 317326 | PAPPAS, LYNN M | ESLS SNAP DUFB REIMBURSEMENT | 192.00 |
| 07/23/2021 | 317327 | PETTY CASH-AMANDA JANSSEN | REPLENISHMENT CHECK | 429.46 |

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| 07/23/2021 | 317328 | PETTY CASH-LARRY MOORE | REPLENISHMENT CHECK | 252.85 |
| 07/23/2021 | 317329 | PETTY CASH-MARY BETH BLOCK | REPLENISHMENT CHECK | 199.76 |
| 07/23/2021 | 317330 | PETTY CASH-PAULA GUSTAFSON | REPLENISHMENT CHECK | 397.48 |
| 07/23/2021 | 317331 | PICK, HOLLY | SCHRIER PARK DEPOSIT & FEES REFUND | 550.00 |
| 07/23/2021 | 317332 | PONZINI, JESSICA | GRAIN ELEVATOR DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317333 | PORTAGE GLASS & MIRROR | REPLACEMENT WINDOWS POLICE DEPT | 20,564.60 |
| 07/23/2021 | 317334 | PREMIER CUSTOM TRAILERS | 16' MOWING TRAILER | 4,274.00 |
| 07/23/2021 | 317335 | PRI MANAGEMENT GROUP | REDACTING RECORDS WEBINAR | 447.00 |
| 07/23/2021 | 317336 | PRO OUT DOOR SERVICE | REFUND OVERPAID FINAL WATER BILL | 103.39 |
| 07/23/2021 | 317337 | Q3 TECHNOLOGIES LLC | LOCATE AND MARK FIBER | 49.38 |
| 07/23/2021 | 317338 | QUALITY POOL SPA | HYDRANT METER DEPOSIT | 100.00 |
| 07/23/2021 | 317339 | RATHCO SAFETY SUPPLY, INC. | PARK SIGN REPLACEMENT | 427.50 |
| 07/23/2021 | 317340 | REIBEL, DENISE | STUART MANOR DEPOSIT & FEE REFUND | 380.00 |
| 07/23/2021 | 317341 | RENEWED EARTH, INC. | LEAF & BRUSH DISPOSAL | 9,083.33 |
| 07/23/2021 | 317342 | RMUS LLC | AUTEL ROBOTICS EVO II DUAL 640 BUNDLE | 25,347.00 |
| 07/23/2021 | 317343 | ROAD COMMISSION OF KALAMAZOO COUNTY | TRAFFIC SIGNAL ENERGY & MAINTENANCE | 239.85 |
| 07/23/2021 | 317344 | ROWERDINK, INC. | MAINTENANCE SUPPLIES | 74.61 |
| 07/23/2021 | 317345 | SAM BROWN SHIELDS, LLC. | FIRE UNIFORMS | 2,005.50 |
| 07/23/2021 | 317346 | SKIDMORE, BARB | HAYLOFT THEATRE DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317347 | SMITH, SHARI | SCHRIER PARK DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317348 | SOCIETY FOR HUMAN RESOURCE MGMT | S. BAKER SHRM MEMBERSHIP | 219.00 |
| 07/23/2021 | 317349 | SOIL & MATERIALS ENGINEERS INC | SOIL BORINGS - DR. MLK JR. PARK SITE | 3,400.00 |
| 07/23/2021 | 317350 | STATE OF MICHIGAN | SOR REGISTRATION FEES | 180.00 |
| 07/23/2021 | 317351 | STATE OF MICHIGAN (DOT) | E MILHAM AVENUE PROJ/E CENTRE RD PROJ | 170,521.71 |
| 07/23/2021 | 317352 | STATE OF MICHIGAN (TREASURY) | 2020 PILOT - STATE OF MICHIGAN DISTRIBUTION | 170,084.49 |
| 07/23/2021 | 317353 | STATE SYSTEMS RADIO, INC | ANNUAL TOWER LEASE CONTRACT | 1,639.67 |
| 07/23/2021 | 317354 | STEENSMA LAWN & POWER (ELECT) | BD PAYMENT REFUND | 70.00 |
| 07/23/2021 | 317355 | STEENSMA LAWN & POWER (ELECT) | BD PAYMENT REFUND | 55.00 |
| 07/23/2021 | 317356 | STEENSMA LAWN & POWER EQUIPMENT | REPAIR/MAINTENANCE SUPPLIES | 1,720.23 |
| 07/23/2021 | 317357 | STEWARD, JANET | RAMONA PAVILION REFUND | 110.00 |
| 07/23/2021 | 317358 | SUITS U TAILOR SHOP INC | UNIFORM TAILORING | 608.00 |
| 07/23/2021 | 317359 | SULOFF, AMY | REFUND OF OVERPAID FINAL WATER BILL | 103.61 |
| 07/23/2021 | 317360 | SUPERIOR BUSINESS SOLUTIONS | POLICE BUSINESS CARDS | 73.08 |

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| 07/23/2021 | 317361 | TEDFORD, BRIANNA | HAYLOFT DEPOSIT & FEES REFUND | 330.00 |
| 07/23/2021 | 317362 | UNITED DISTRIBUTION GROUP | RAMONA CONCESSIONS | 299.86 |
| 07/23/2021 | 317363 | UNITED PARCEL SERVICE | UPS WEEKLY | 18.00 |
| 07/23/2021 | 317364 | URIE, KIRA | SCHRIER DEPOSIT & FEES REFUND | 250.00 |
| 07/23/2021 | 317365 | USPS | SENIOR CENTER POSTAGE | 505.71 |
| 07/23/2021 | 317366 | VAN HOUTEN, SHANNON | HAYLOFT THEATRE DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317367 | VARTEC, LLC | 10 WINSCRIBE MONTHLY LIC & ANNUAL MAINT | 1,140.00 |
| 07/23/2021 | 317368 | VAUGHN LEASING INCORPORATED | STRIPING SERVICES | 425.00 |
| 07/23/2021 | 317369 | VERIZON WIRELESS | CELLULAR PHONES | 5,637.92 |
| 07/23/2021 | 317370 | VICKSBURG HARDWARE | CHAINSAW SUPPLIES | 46.77 |
| 07/23/2021 | 317371 | WASHCO, LLC | POWER WASH BLDG | 2,175.00 |
| 07/23/2021 | 317372 | WEBB, TARA | GAC REFUND | 50.00 |
| 07/23/2021 | 317373 | WEINER, ADAM | AMPHITHEATRE DEPOSIT REFUND | 150.00 |
| 07/23/2021 | 317374 | WESTCOR LAND TITLE INSURANCE CO | OVERPAYMENT STAX21 ON PARCEL # 02612-044 | 525.25 |
| 07/23/2021 | 317375 | WESTERN MICHIGAN UNIVERSITY | LEAN SIX SIGMA TRAININGS - 3RD SESSION | 12,600.00 |
| 07/23/2021 | 317376 | WESTERN MICHIGAN UNIVERSITY | LEAN SIX SIGMA TRAININGS - 1ST & 2ND SESSIONS | 19,950.00 |
| 07/23/2021 | 317377 | WILLIAMS & WORKS | ENGINEERING SERVICES-LOVERS LANE | 4,810.00 |
| 07/23/2021 | 317378 | WITMER PUBLIC SAFETY GROUP | FIRE ADMIN UNIFORMS | 359.98 |
| 07/30/2021 | 317379 | 56-B DISTRICT COURT | BOND FOR JASMINE VANOSTRAM | 150.00 |
| 07/30/2021 | 317380 | DURIAN, TAMMY | CONFERENCE REIMBURSEMENT | 315.40 |
| 07/30/2021 | 317381 | GREATER KALAMAZOO FOP LODGE 98 | FOP PORTION OF PPOA DUES FOR JULY 2021 | 4,338.68 |
| 07/30/2021 | 317382 | KALAMAZOO COUNTY HEALTH & COMMUNITY | 2020 HHW PROGRAM | 7,753.80 |
| 07/30/2021 | 317383 | KALAMAZOO COUNTY TREASURER'S ASSN | 2021 REIMBURSEMENT FOR SUMMER DEFERMENT | 30.48 |
| 07/30/2021 | 317384 | STANSBERRY, DEBRA OR EUGENE | OVERBILLED USAGE REFUND | 649.90 |
| 07/30/2021 | 317385 | TRAMMELL, PAMELA | OVERPAID FINAL WATER BILL | 12.26 |
| 07/30/2021 | 317386 | UNITED STATES TREASURY | IRS FORM 720 - PCORI FEE YEAR ENDED 6/30 | 276.64 |
| 07/30/2021 | 317387 | ZHAO, BIQI | RELOCATION REIMBURSEMENT | 2,500.00 |
| | | | **Total Paper Check** | **673,928.21** |

Check Type: Auto-Pay Payments

| | | | | |
|---|---|---|---|---|
| 07/19/2021 | | CONSUMERS AUTOPAY | GAS-ELECTRIC | 3,776.82 |
| 07/20/2021 | | CONSUMERS AUTOPAY | GAS-ELECTRIC | 285.66 |
| | | | **Total Auto-Pay Payments** | **4,062.48** |

| Check Date | Check | Vendor Name | Description | Amount |
|---|---|---|---|---|
| Check Type: Electronic Payment | | | | |
| 07/15/2021 | | MULTIPLE | RETIREE HEALTH SAVINGS | 24,901.30 |
| 07/15/2021 | | MULTIPLE | IAFF, PPCOA, PPOA, & UAW PENSION PMTS | 93,236.84 |
| 07/16/2021 | | ICMA | PENSION WITHHOLDINGS | 54,659.56 |
| 07/19/2021 | | FIFTH THIRD | INVESTMENTS | 1,000,000.00 |
| 07/23/2021 | | MULTIPLE | WEEKLY TAX DISBURSEMENTS 7/16/21 | 2,226,164.90 |
| 07/26/2021 | | HUNTINGTON NATIONAL BANK | DEBT SERVICE FEES | 2,250.00 |
| 07/27/2021 | | EAGLE CLAIMS | WORKERS' COMPENSATION | 19,515.05 |
| 07/30/2021 | | LAKE BOARDS | LAKE SPECIAL ASSESSMENTS | 8,346.42 |
| 07/30/2021 | | ICMA | PENSION WITHHOLDINGS | 41,439.63 |
| | | | **Total Electronic Payments** | **3,470,513.70** |
| | | | **Grand Total** | **4,853,562.38** |

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager

**SUBJECT:** Agreement with Joseph La Margo

**SUPPORTING PERSONNEL:** Catherine Kaufman, City Attorney

**ACTION RECOMMENDED:** Authorize the Mayor to sign the Agreement with Mr. Joseph La Margo as presented.

Mr. Joseph La Margo voluntarily resigned his position as City Manager of the City of Portage and proposed that his resignation be effective August 30, 2021. The City Council accepted Mr. La Margo's resignation at a Council Meeting on July 27, 2021. City Council subsequently met in open session on Monday, August 2, and approved a draft agreement as presented by City Attorney Kaufman. City Attorney Kaufman has advised that Mr. La Margo requested a modification. The final version of the Agreement is attached for your consideration. In order to support Mr. La Margo in his transition to a new community and to ensure that there is no gap in leadership at the City of Portage, it is of mutual interest for both parties to enter into the attached Agreement. The Agreement has been signed by Mr. La Margo and a City Council affirmative vote will authorize the Mayor to sign the Agreement on behalf of the City of Portage. The Agreement would take effect immediately upon the Mayor's signature.

**FUNDING:** Funding is available in the current fiscal year budget.

**Attachments:** 1. Agreement - La Margo & COP - Final

# Agreement

This Agreement is made on _____. 2021 (the "Effective Date") between the City of Portage, with its principal place of business at 7900 S. Westnedge Ave., Portage, MI 49002 (the "City") and Joseph S. LaMargo, whose principal place of residence is at 1905 Fitch Ave, Kalamazoo ("LaMargo").

## Recitals

A. LaMargo voluntarily resigned his position as City Manager of City on July 24, 2021. LaMargo proposed that his resignation be effective August 30, 2021.

B. The City Council accepted LaMargo's resignation, effective August 30, 2021, at a City Council meeting on July 27, 2021.

C. Thereafter, City and LaMargo agreed to the following terms regarding LaMargo's employment with City through August 30, 2021.

## Terms

A. Release of City Manager's powers and authorities. LaMargo agrees to release the powers and authorities afforded him as City Manager as of the Effective Date.

B. Availability to City staff and elected officials. LaMargo agrees to be available to City staff by telephone and/or email for consultation, upon reasonable notice, during regular business hours through August 30, 2021.

C. Benefits. City shall continue to pay all employee benefits to LaMargo through August 30, 2021, including, but not limited to, salary, health benefits, car allowance, vacation and sick time.

D. Retirement Health Savings. City shall pay to LaMargo, although not obligated to do so, 40% of LaMargo's account balance for RHS as of the Effective Date, which is anticipated to be approximately $4417.75.

E. Accrued Vacation and Sick Time. LaMargo is entitled to receive compensation for any accrued vacation and sick time as would be available pursuant to LaMargo's Employment Agreement with the City of Portage. Such accrued vacation time and sick time shall be paid by City to LaMargo within 30 days of the Effective Date of this Agreement.

F. Return of City property. LaMargo shall deliver to the Deputy City Manager any confidential information, software, devices, cell phones, personal data assistants, credit cards, materials, equipment, computers, hard drives, papers, books, records, documents, e-mail, electronic or magnetic recordings, and data, including all copies of such materials, which belong to City or relate to its business, and which are in LaMargo's possession,

custody, or control, whether prepared by LaMargo or others. Following the Effective Date, if after the return listed above, LaMargo determines that he has any confidential information in his possession or control, LaMargo shall immediately return to City, all that confidential information, including all copies and portions of that confidential information.

G. General Release of Claims and Promise Not to Sue. Subject to exceptions herein, and to the extent permitted by law, LaMargo and City hereby irrevocably release and agree not to sue each other for any and all claims, debts, and causes of action LaMargo and/or City have or may have, including any claims arising out of LaMargo's employment with City or the ending of that employment, arising under federal, state, or local laws relating to employment.

H. Non-Disparagement. Following the Effective Date, neither party will disparage or denigrate the other party, or the other party's representatives. Either party may make truthful statements about the other, if compelled by court order, legal proceeding, or otherwise required by law, without violating the non-disparagement requirements under this section.

I. Entire Agreement. The parties intend that this Agreement, together with any attachments and other documents that both are referenced in this Agreement and refer to this Agreement, represent the final expression of the parties' intent relating to the subject matter of this Agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this Agreement.

J. Effective Date. The Effective Date of this Agreement is the later of the dates at which the last party to the Agreement signs the Agreement.

K. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

L. Signed in Counterparts. This Agreement may be signed in any number of counterparts. Each counterpart is an original.

M. Amendment. This Agreement can be amended only by a writing signed by both parties.

N. Assignment. Neither party may assign this Agreement or any of their rights or obligations under this Agreement without the prior written consent of the other party.

O. Successors. This Agreement benefits and binds the parties and their respective heirs, successors, and permitted assigns.

P. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service or (iii) first-class registered or certified mail, postage prepaid. A notice given under this Agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

Q. Governing Law. This Agreement, and any dispute arising out of the subject matter of the Agreement, shall be governed by the laws of the State of Michigan.

R. Waivers. Neither party's failure or neglect to enforce any rights under this Agreement will be deemed to be a waiver of that party's rights. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

S. Number and Gender. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

T. Headings. The headings used in this Agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

U. Conflict of Terms. If there is any inconsistency between the terms of this Agreement and those in any schedule to this Agreement or in any document entered into under this Agreement, the terms of this Agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this Agreement.

V. No Admission of Liability. Neither party will consider, deem, or suggest that anything in this Agreement constitutes the other party's admission of liability, wrongdoing, or violation of Law.

W. Acknowledgement of Terms. Each party acknowledges that they have read this Agreement, understand the terms of this Agreement, have had the opportunity to consult with independent legal counsel in connection with this Agreement, and have signed this Agreement voluntarily.

Dated: _____, 2021

_____
City of Portage
By: Patricia M. Randall
Its: Mayor

STATE OF MICHIGAN )
)
COUNTY OF KALAMAZOO )

Subscribed to and sworn to by Patricia M. Randall, before me a notary public for the County of Kalamazoo, acting in the County of Kalamazoo, State of Michigan, this ____ day of August, 2021.

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, SPARKS, THALL,
SEEBER, & KAUFMAN, PC
By: CATHERINE P. KAUFMAN
Date: 8/4/2021

_____
, Notary Public
County of Kalamazoo, State of Michigan
Acting in Kalamazoo County, Michigan
My commission expires: _____

Dated: AUGUST 5, 2021

Joseph L. LaMargo
S.

STATE OF ~~MICHIGAN~~ ILLINOIS )
COUNTY OF ~~KALAMAZOO~~ COOK )

Subscribed to and sworn to by Joseph L. LaMargo, before me a notary public for the County of ~~Kalamazoo~~ COOK, acting in the County of ~~Kalamazoo~~ COOK, State of ~~Michigan~~ ILLINOIS, this 5TH day of August, 2021.

Sharon L. Zavala, Notary Public
County of ~~Kalamazoo~~ COOK, State of ~~Michigan~~ ILLINOIS
Acting in ~~Kalamazoo~~ COOK County, ~~Michigan~~
My commission expires: 01-22-2023

OFFICIAL SEAL
SHARON L ZAVALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/22/23

Drafted by:
Catherine Kaufman (P65412)
Bauckham Sparks
Portage City Attorney
470 W. Centre Ave, Suite A
Portage, MI 49024

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Delta Dental Plan of Michigan Insurance

**SUPPORTING PERSONNEL:** Shannon Hertz, Director of Human Resources

**ACTION RECOMMENDED:** Approve a one-year contract, with the option of an additional renewal for a period of up to two years, with Delta Dental Plan of Michigan for dental insurance and authorize the City Manager's Office to execute all documents on behalf of the city.

The City of Portage provides dental insurance to full-time employees as part of negotiated labor agreements and the non-union fringe benefit package. Dental benefits include basic (diagnostic, preventative, radiographs, oral surgery, endodontic, periodontic and restorative services), prosthodontic (services and appliances such as bridges, partial and complete dentures that replace missing natural teeth), and orthodontic (services, treatment and procedures required for the correction of malpositioned teeth) to age 19.

The city has contracted with Delta Dental Plan of Michigan for these benefits since 1977 and the current two-year contract will expire on August 31, 2021. The original renewal quote included a 4.53% increase; however, city staff were able to subsequently negotiate a one-year contract renewal with no increase to premiums and no change in coverage. Based upon current enrollment, the total cost of the one-year contract renewal is estimated to be $236,690.40. Delta Dental has provided excellent customer service to city staff over the life of the contract. Therefore, Council approval of a one-year contract for the period of September 1, 2021 - August 31, 2022 with the option of an additional renewal for a period of up to two years with Delta Dental Plan of Michigan is recommended.

**FUNDING:** Sufficient funding exists in the 2021/2022 fiscal year budget to cover the cost of employee benefits.

**Attachments:** None

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Final Condominium Subdivision for Pennridge Trail No. 2

**SUPPORTING PERSONNEL:** Kelly Peterson, Director of Community Development

**ACTION RECOMMENDED:** Approve the Final Condominium Subdivision for Pennridge Trail No. 2, 1800 West Osterhout Avenue, subject to completion of sidewalks and street trees by November 2023.

On January 12, 2021, City Council granted Final Preliminary Condominium approval (engineering plans) for the Pennridge Trail No. 2 subdivision, allowing the developer, Westfield Capital, LLC, to proceed with construction. Westfield Capital has completed all required public improvements (including the emergency access drive to the north), except for the installation of concrete sidewalks, street trees, and one street sign. Receiving final condominium approval before completion of all public improvements will allow the developer to record the Master Deed and Homeowner Association Bylaws. Once recorded, the developer can begin selling condominium sites and building houses.

Storm water-related piping and structures within the public streets will be owned and maintained by the city, while the treatment cell and infiltration basin situated along the northeast portion of the property is owned and maintained by the condominium association, which was constructed as part of Phase 1. Appropriate easements and an indemnification agreement have been provided to the city.

In conformance with Section 42-921 of the Land Development Regulations and to ensure completion of all incomplete public improvements, the developer has deposited a surety bond with the city in the amount of 125% of the total construction costs. The amount of the surety bond has been reviewed by the City Administration and determined to be acceptable.

It is recommended that the City Council grant Final Condominium Subdivision approval for Pennridge Trail No. 2, 1800 West Osterhout Avenue, with the stipulation that the sidewalks and street trees be completed by November 2023. Should the developer not complete the remaining public improvements, the developer can request the City Council to grant an extension of time or the surety will be used to complete the construction.

**FUNDING:** Not Applicable

**Attachments:**
1. Pennridge Trail Phase 2 Engineering Plans
2. Pennridge Trail Emergency Access Plans

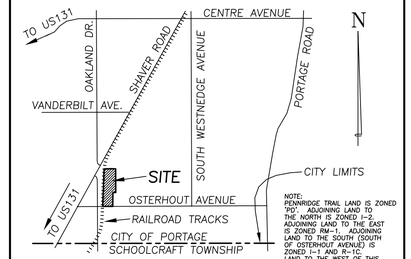
# CONSTRUCTION PLANS for PHASE 2 of 'PENNRIDGE TRAIL'

PHASE 1 (UNITS 1 – 22) IS AN EXISTING SINGLE FAMILY CONDOMINIUM WITH PUBLIC STREETS.
PHASE 2 (UNITS 23 – 45) IS A PROPOSED SINGLE FAMILY CONDOMINIUM WITH PUBLIC STREETS.

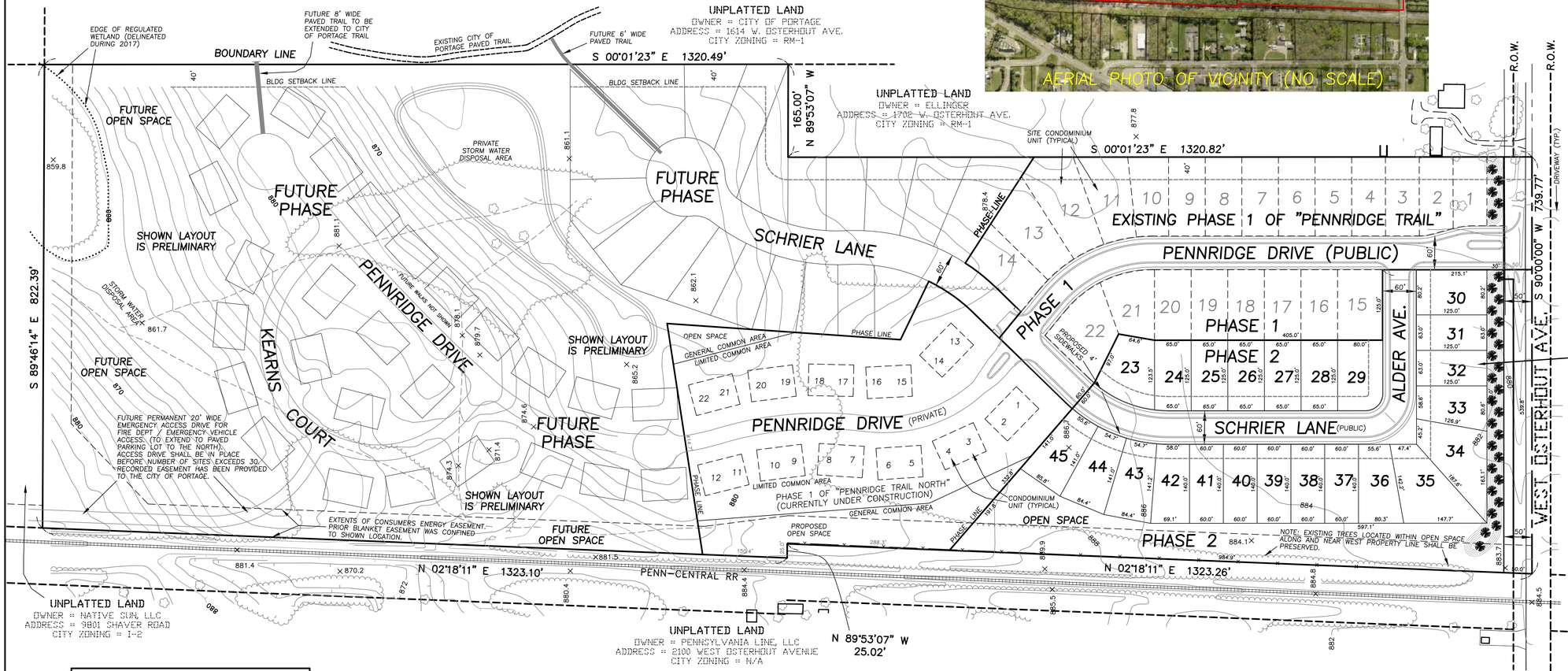
N

100' 0' 100' 200' 300'

SUBJECT PROPERTY = 46.54 ACRES*
ADDRESS = 1800 W. OSTERHOUT AVE.
CURRENT ZONING = PD
* INCLUDES ALL LAND EXCEPT OSTERHOUT AVENUE HALF RIGHT OF WAY (50')




VICINITY MAP
NO SCALE




## SETBACKS WITHIN SITE CONDO PORTION OF PROJECT:

- MINIMUM WIDTH @ FRONT SETBACK = 60'
- REQUIRED FRONT SETBACK* = 25'(FROM R.O.W.)
- REQUIRED REAR SETBACK = 25'
- REQUIRED SIDE SETBACK = 5'
  (MINIMUM 15' BETWEEN DWELLINGS)
- MAXIMUM UNIT COVERAGE = 30%
- MINIMUM PERIMETER REAR YARD SETBACK: 40.0'
- MINIMUM UNIT AREA = 8000 SQUARE FEET

* NOTE: FRONT SETBACK IS 15' ON LONG SIDE OF CORNER UNITS.

NOTE: THESE CONSTRUCTION PLANS ARE INTENDED FOR CITY REVIEW RELATIVE TO FINAL TENTATIVE APPROVAL (STEP 2 APPROVAL) AS OUTLINED IN THE CITY OF PORTAGE'S LAND DEVELOPMENT REGULATIONS.

NOTE: ALSO SEE APPROVED PD TENTATIVE PLAN FOR THIS DEVELOMENT.

PROPOSED PHASE 2 OF "PENNRIDGE TRAIL"
# UNITS = 23
AREA = 8.14 ACRES(EXCLUDES OSTERHOUT R/W)
DENSITY = 2.83 UNITS/AC.

## GENERAL NOTES

1) PROPERTY IS CURRENTLY ZONED "PD".
2) PUBLIC WATER MAIN SHALL BE AN 8 INCH DUCTILE IRON MAIN WITHIN A PUBLIC ROAD OR WITHIN AN EASEMENT TO THE CITY OF PORTAGE. WATER SERVICES SHALL BE 1.25 INCH COPPER AND SHALL EXTEND FROM WATER MAIN TO CURB BOX.
3) PUBLIC SANITARY SEWER SHALL BE 8" PVC SEWER WITHIN A PUBLIC ROAD OR WITHIN AN EASEMENT TO THE CITY OF PORTAGE. SEWER LEADS SHALL BE 6 INCH PVC AND SHALL EXTEND FROM MAIN TO SEWER RISER.
4) STORM WATER DISPOSAL SHALL BE THROUGH SOLID WALL STORM SEWER PIPE WITH POSITIVE OUTLET TO THE DISPOSAL AREA. SYSTEM SHALL COMPLY WITH CITY SPEC'S AND CITY OF PORTAGE STORMWATER DESIGN CRITERIA MANUAL. PIPE JOINTS SHALL BE BE WATERTIGHT AND CONNECTIONS AT MANHOLES SHALL BE WITH A RUBBER BOOT. STORM WATER RUN-OFF SHALL DRAIN TO THE PROPOSED BASIN AREA LOCATED NORTH OF PHASE ONE. STORM SEWER WITHIN PUBLIC ROADS SHALL BE PUBLIC. STORM SEWER OUTSIDE OF PUBLIC ROADWAY AREAS SHALL BE PRIVATE (OWNED BY CONDO ASSOCIATION).
5) ALL PUBLIC STREETS SHALL BE PUBLIC, PAVED, AND HAVE A MINIMUM WIDTH OF 32 FEET FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT. (36' BETWEEN BACKS OF CURB)
6) STREET LIGHTS, STREET SIGNS, HYDRANT SIGNS, AND STREET TREES SHALL BE INSTALLED.
7) SITE IS PRIMARILY OPEN.
8) ELEVATION DATUM IS U.S.G.S. DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.
9) PRIVATE DRIVEWAYS HAVE NOT BEEN SHOWN ON THIS PLAN.
10) A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT SHALL BE OBTAINED FROM THE CITY OF PORTAGE PRIOR TO ANY ON SITE GRADING ACTIVITIES.
11) SHOWN BASE MAP ON THIS SHEET BASED ON TOPOGRAPHIC MAP BY OTHERS.
12) PHASES 1 & 2 DO NOT CONTAIN ANY DESIGNATED WETLANDS OR FLOODPLAINS.
13) SHOWN STREET NAMES ARE SUBJECT TO CITY APPROVAL AND COUNTY APPROVAL.
14) MINIMUM HOUSING SIZES WITHIN THIS SITE CONDOMINIUM ARE 1400 SQUARE FEET FOR A RANCH HOME AND 1800 SQUARE FEET FOR A TWO-STORY HOME.
15) A MAINTENANCE AND INDEMNIFICATION AGREEMENT SHALL BE CREATED FOR THE LANDSCAPED ISLANDS WITHIN THE PUBLIC ROAD RIGHT-OF-WAYS AND ALSO FOR THE STORM WATER RETENTION AREA. THIS AGREEMENT SHALL BE INCLUDED IN THE MASTER DEED / CONDOMINIUM DOCUMENTS.
16) STREET TREES AND SITE LANDSCAPING SHALL BE PROVIDED. DETAILS PENDING.
17) PROPOSED LAYOUT FOR PUBLIC WATER MAIN, PUBLIC SANITARY SEWER, PUBLIC STORM SEWER (WITHIN PUBLIC ROADS), PRIVATE STORM SEWER, AND PRIVATE STORM WATER BASINS IS PENDING AND WILL BE SHOWN ON PENDING CONSTRUCTION PLANS.
18) EASEMENTS AND AGREEMENTS FOR STORM SEWER AND STORM WATER BASINS SHALL BE PROVIDED TO THE CITY IN THE FUTURE.
19) AT LEAST ONE STREET TREE SHALL BE PLANTED FOR EACH UNIT.

## FIRE DEPT. NOTES

1) COMBUSTIBLE BUILDING CONSTRUCTION SHALL NOT COMMENCE UNTIL FIRE HYDRANTS ARE OPERABLE AND AN ALL WEATHER ROAD SURFACE IS IN PLACE.
2) THE FIRE FLOW FOR EACH BUILDING IS 1000 GPM FROM ONE HYDRANT WITHIN 400' OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT FOR A BUILDING OF TYPE V-B CONSTRUCTION. SHOULD A BUILDING EXCEED 3600 SQUARE FEET, THE MINIMUM FIRE FLOW WILL BE BASED ON THE SIZE AND TYPE OF CONSTRUCTION FOR THAT BUILDING.
3) FIRE APPARATUS ACCESS ROADS LESS THAN 26.0' WIDE SHALL BE POSTED ON BOTH SIDES AS A FIRE LANE.
4) "NO PARKING" SIGNS SHALL BE INSTALLED AS REQUIRED BY THE CITY.
5) TEMPORARY STREET SIGNS SHALL BE PROVIDED AS REQUIRED BY THE FIRE DEPARTMENT.
6) WIDTH OF IMPROVED STREETS SHALL BE A MINIMUM OF 26.0 FEET (BETWEEN BACK OF CURBS).
7) AN ELECTRONIC COPY OF THE APPROVED SITE PLAN SHALL BE PROVIDED TO THE FIRE DEPARTMENT (JPEG FORMAT).

NOTE: A SECONDARY EMERGENCY ACCESS DRIVE THAT IS ACCEPTABLE TO THE CITY OF PORTAGE SHALL BE INSTALLED BEFORE THE NUMBER OF COMPLETED UNITS ON SITE EXCEEDS 30.

PARCEL DESCRIPTION (ENTIRE SITE):

A parcel of land situated in the Northeast quarter of Section 32, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 32, Town 3 South, Range 11 West; thence S 90°00'00"W 165.00 feet along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing S 90°00'00"W 739.77 feet along said South line to the East right-of-way line of the Pennsylvania Railroad (formerly the New York Central Railroad); thence N 02°18'11"E 1323.26 feet along said East line to the North line of the South half of said Northeast quarter of Section 32; thence N 89°53'07"W 25.02 feet along said Pennsylvania Railroad right-of-way and said North line of the South half of said Northeast quarter of Section 32; thence N 02°18'11"E 1323.10 feet along said East right-of-way line of the Pennsylvania Railroad to the North line of said Northeast quarter of Section 32; thence S 89°46'14"E 822.39 feet along said North line to the East line of said Northeast quarter of Section 32; thence S 00°01'23"E 1320.49 feet along said East line to said North line of the South Half of said Northeast quarter of Section 32; thence N 89°53'07"W 165.00 feet along said North line of the South half; thence S 00°01'23"E 1320.82 feet parallel with said East line of the Northeast quarter of Section 32 to the Place of Beginning, containing 47.39 acres of land. The south 33.0 feet being subject Highway Easement. Parcel is subject to easements conditions and restrictions of record.

SHEET INDEX:
1) COVER SHEET
2) PLAN & PROFILE SHEET
3) GRADING PLAN / EROSION CONTROL PLAN
4) CONSTRUCTION DETAILS & NOTES

STATE OF MICHIGAN
PATRICK D. FLANAGAN
ENGINEER
No. 38170
LICENSED PROFESSIONAL ENGINEER

SITE DATA:
- ZONING OF PROPERTY = "PD"
- PHASE TWO AREA = 8.14 ACRES
- # OF UNITS IN PHASE TWO = 23
- DENSITY WITHIN PHASE TWO = 2.83 UNITS/ACRE
- DENSITY WITHIN PHASES ONE & TWO = 3.11 UNITS/ACRE ← 45 UNITS / 14.48 ACRES

72 HOURS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

OWNER/APPLICANT:
WESTVIEW CAPITAL, LLC
2186 EAST CENTRE STREET
PORTAGE, MI 49002
(269) 321-2610

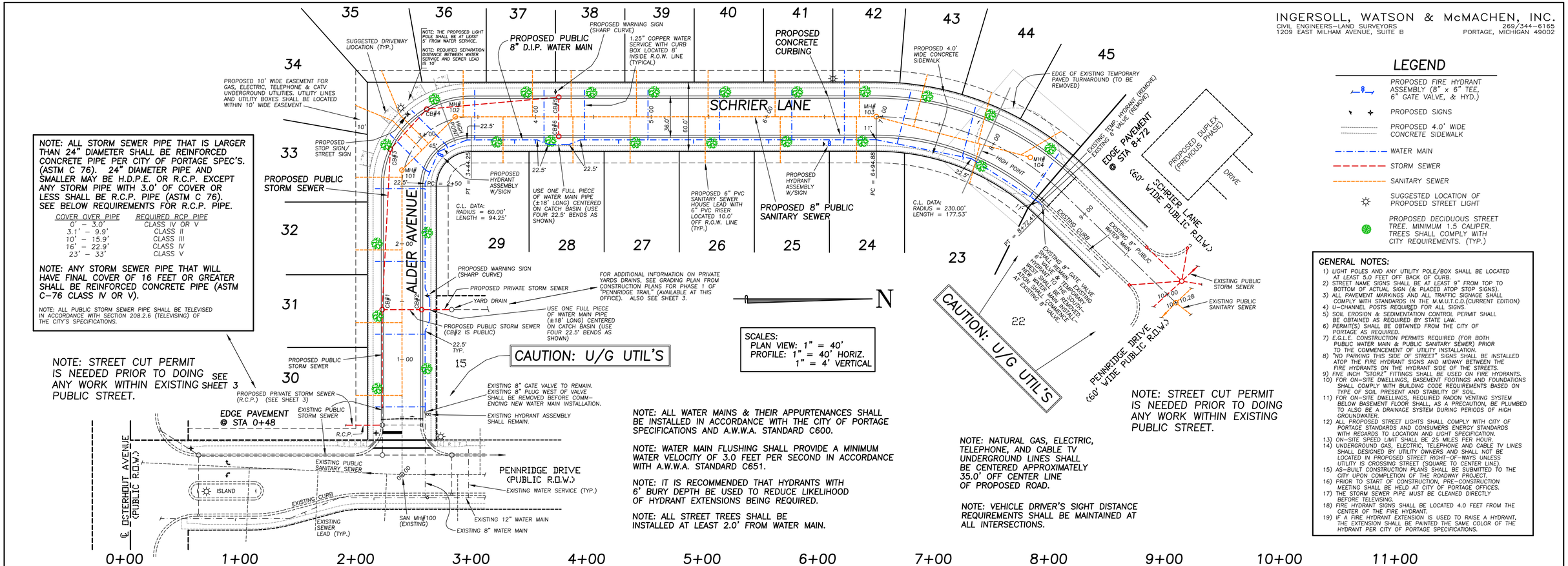
REVISED: 7/14/2020

COVER SHEET
PHASE 2 of PENNRIDGE TRAIL
PART OF THE NE 1/4 OF SEC. 32, T. 3 S., R. 11 W., CITY OF PORTAGE, MICHIGAN

DATE: 5/18/2020
SHEET: 1
JOB No.: 36676-2

Ingersoll, Watson & McMachen, Inc.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1209 East Milham Road • Portage, Michigan 49002 • Phone 269 344-6165 • Fax 269 344-0555

INGERSOLL, WATSON & McMACHEN, INC.
CIVIL ENGINEERS–LAND SURVEYORS 269/344–6165
1209 EAST MILHAM AVENUE, SUITE B PORTAGE, MICHIGAN 49002

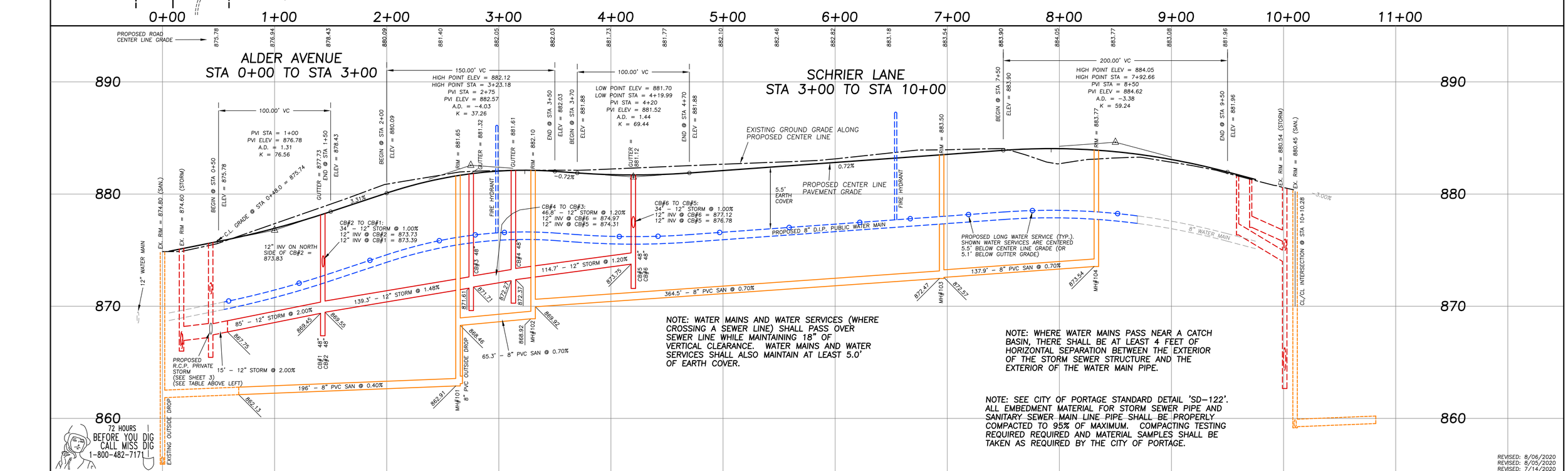



## LEGEND

- PROPOSED FIRE HYDRANT ASSEMBLY (8" x 6" TEE, 6" GATE VALVE, & HYD.)
- PROPOSED SIGNS
- PROPOSED 4.0' WIDE CONCRETE SIDEWALK
- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- SUGGESTED LOCATION OF PROPOSED STREET LIGHT
- PROPOSED DECIDUOUS STREET TREE. MINIMUM 1.5 CALIPER. TREES SHALL COMPLY WITH CITY REQUIREMENTS. (TYP.)

## GENERAL NOTES:

1) LIGHT POLES AND ANY UTILITY POLE/BOX SHALL BE LOCATED AT LEAST 5.0 FEET OFF BACK OF CURB.
2) STREET NAME SIGNS SHALL BE AT LEAST 9" FROM TOP TO BOTTOM OF ACTUAL SIGN (& PLACED ATOP STOP SIGNS).
3) ALL PAVEMENT MARKINGS AND ALL TRAFFIC SIGNAGE SHALL COMPLY WITH STANDARDS IN THE M.M.U.T.C.D.(CURRENT EDITION)
4) U–CHANNEL POSTS REQUIRED FOR ALL SIGNS.
5) SOIL EROSION & SEDIMENTATION CONTROL PERMIT SHALL BE OBTAINED AS REQUIRED BY STATE LAW.
6) PERMIT(S) SHALL BE OBTAINED FROM THE CITY OF PORTAGE AS REQUIRED.
7) E.G.L.E. CONSTRUCTION PERMITS REQUIRED (FOR BOTH PUBLIC WATER MAIN & PUBLIC SANITARY SEWER) PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.
8) "NO PARKING THIS SIDE OF STREET" SIGNS SHALL BE INSTALLED ATOP THE FIRE HYDRANT SIGNS AND MIDWAY BETWEEN THE FIRE HYDRANTS ON THE HYDRANT SIDE OF THE STREETS.
9) FIVE INCH "STORZ" FITTINGS SHALL BE USED ON FIRE HYDRANTS.
10) FOR ON–SITE DWELLINGS, BASEMENT FOOTINGS AND FOUNDATIONS SHALL COMPLY WITH BUILDING CODE REQUIREMENTS BASED ON TYPE OF SOIL PRESENT AND STABILITY OF SOIL.
11) FOR ON–SITE DWELLINGS, REQUIRED RADON VENTING SYSTEM BELOW BASEMENT FLOOR SHALL, AS A PRECAUTION, BE PLUMBED TO ALSO BE A DRAINAGE SYSTEM DURING PERIODS OF HIGH GROUNDWATER.
12) ALL PROPOSED STREET LIGHTS SHALL COMPLY WITH CITY OF PORTAGE STANDARDS AND CONSUMERS ENERGY STANDARDS WITH REGARDS TO LOCATION AND LIGHT SPECIFICATION.
13) ON–SITE SPEED LIMIT SHALL BE 25 MILES PER HOUR.
14) UNDERGROUND GAS, ELECTRIC, TELEPHONE AND CABLE TV LINES SHALL DESIGNED BY UTILITY OWNERS AND SHALL NOT BE LOCATED IN PROPOSED STREET RIGHT–OF–WAYS UNLESS UTILITY IS CROSSING STREET SQUARE TO CENTER LINE).
15) AS–BUILT CONSTRUCTION PLANS SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE ROADWAY PROJECT.
16) PRIOR TO START OF CONSTRUCTION, PRE–CONSTRUCTION MEETING SHALL BE HELD AT CITY OF PORTAGE OFFICES.
17) THE STORM SEWER PIPE MUST BE CLEANED DIRECTLY BEFORE TELEVISING.
18) FIRE HYDRANT SIGNS SHALL BE LOCATED 4.0 FEET FROM THE CENTER OF THE FIRE HYDRANT.
19) IF A FIRE HYDRANT EXTENSION IS USED TO RAISE A HYDRANT, THE EXTENSION SHALL BE PAINTED THE SAME COLOR OF THE HYDRANT PER CITY OF PORTAGE SPECIFICATIONS.




NOTE: WATER MAINS AND WATER SERVICES (WHERE CROSSING A SEWER LINE) SHALL PASS OVER SEWER LINE WHILE MAINTAINING 18" OF VERTICAL CLEARANCE. WATER MAINS AND WATER SERVICES SHALL ALSO MAINTAIN AT LEAST 5.0' OF EARTH COVER.

NOTE: WHERE WATER MAINS PASS NEAR A CATCH BASIN, THERE SHALL BE AT LEAST 4 FEET OF HORIZONTAL SEPARATION BETWEEN THE EXTERIOR OF THE STORM SEWER STRUCTURE AND THE EXTERIOR OF THE WATER MAIN PIPE.

NOTE: SEE CITY OF PORTAGE STANDARD DETAIL 'SD–122'. ALL EMBEDMENT MATERIAL FOR STORM SEWER PIPE AND SANITARY SEWER MAIN LINE PIPE SHALL BE PROPERLY COMPACTED TO 95% OF MAXIMUM. COMPACTING TESTING REQUIRED REQUIRED AND MATERIAL SAMPLES SHALL BE TAKEN AS REQUIRED BY THE CITY OF PORTAGE.




REVISED: 8/06/2020
REVISED: 8/05/2020
REVISED: 7/14/2020

60' 0' 60' 120' 180'

N

NOTE: SILT SACKS, OR OTHER MEASURE APPROVED BY THE CITY OF PORTAGE, SHALL BE USED AT EACH CATCH BASIN AND EACH DRAIN LOCATION.

NOTE: PROPOSED SILT FENCE LOCATIONS SUBJECT TO CITY OF PORTAGE REVIEW. ADDITIONAL SILT FENCE MAY BE REQUIRED ON-SITE.

NOTE: SOIL EROSION CONTROL PERMIT SHALL BE OBTAINED FROM THE CITY OF PORTAGE. TWO COPIES OF THESE PLANS, AN APPLICATION FORM, AND FEES SHALL BE SUBMITTED AS REQUIRED. PERMIT SHALL BE OBTAINED PRIOR TO ANY EARTHMOVING OPERATIONS.

NOTE: ON-SITE SOILS ARE SHOWN AS SpB (SPINKS SANDY LOAM) AND OsB (OSHTEMO SANDY LOAM) WITHIN THE USDA'S SOIL SURVEY OF KALAMAZOO COUNTY, MICHIGAN.

NOTE: SILT FENCE AND OTHER TEMPORARY SESC MEASURES MAY BE REMOVED FROM SITE ONLY AFTER SITE HAS BECOME STABILIZED WITH VEGETATION RELATED TO UTILITY & ROADWAY CONSTRUCTION.

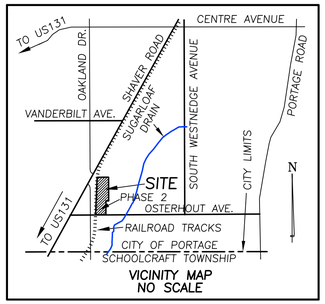
NOTE: EROSION CONTROL BLANKETS SHALL BE PROPERLY INSTALLED ON ANY DISTURBED SLOPE THAT HAS A SLOPE OF 25% OR STEEPER (4:1 OR STEEPER).

NOTE: THE OWNER AND/OR CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR CONTINUED MAINTENANCE OF ALL ON-SITE PERMANENT EROSION CONTROL MEASURES. INSPECTIONS SHALL OCCUR AT LEAST ONCE PER YEAR. MAINTENANCE SHALL BE DONE BY COMPANY THAT HAS BEEN AUTHORIZED BY THE OWNER/CONDO ASSOCIATION.

GRADING NOTE: DURING HOUSE CONSTRUCTION, FINAL GRADING NEAR HOUSE (& WITHIN LOT) SHALL BE COMPLETED SUCH THAT RUN-OFF WATER WILL NOT BE DIRECTED TOWARDS ANY HOUSE AND WILL NOT BE DIRECTED ONTO ADJOINING PROPERTIES.

NOTE: SPOILS PILE(S) SHALL BE SEEDED AND ENCIRCLED WITH SILT FENCE IF SPOIL PILE WILL NOT BE DISTURBED DISTURBED FOR A PERIOD OF 30 DAYS OR MORE.

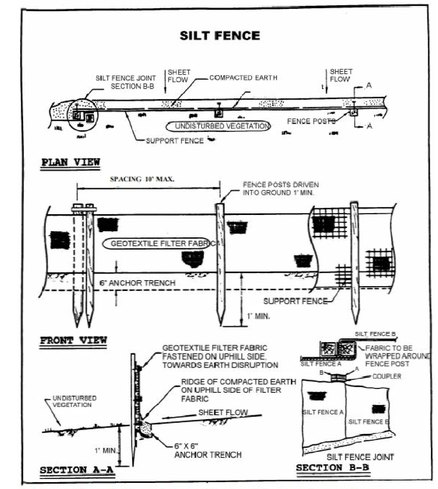
S.E.S.C. INSTALLATION NOTE: ALL PROPOSED EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH DETAILS AND SPECIFICATIONS CONTAINED IN THE MICHIGAN DEPARTMENT OF TRANSPORTATION'S SOIL EROSION AND SEDIMENTATION CONTROL MANUAL (MOST CURRENT EDITION). MANUAL IS AVAILABLE ON-LINE OR AT THIS OFFICE.



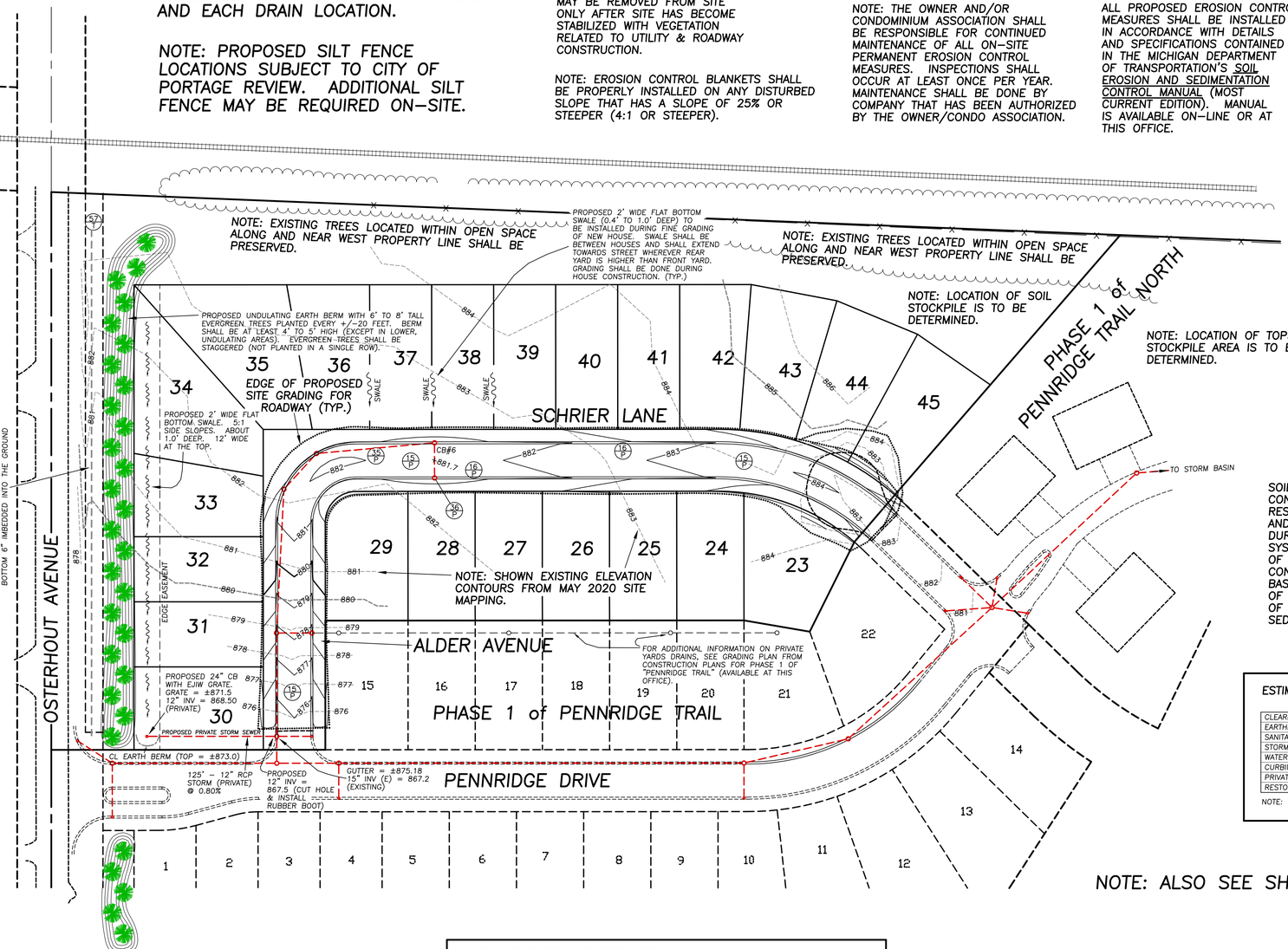

VICINITY MAP
NO SCALE

NOTE: PROPOSED SILT FENCE LOCATIONS SUBJECT TO CITY OF PORTAGE REVIEW. ADDITIONAL SILT FENCE MAY BE REQUIRED ON-SITE.

NOTE: SILT SACKS, OR OTHER MEASURE APPROVED BY THE CITY OF PORTAGE, SHALL BE USED AT EACH CATCH BASIN LOCATION.




B: Adapted from Oakland County (Michigan) Erosion Control Manual




NOTE: SUGARLOAF DRAIN IS LOCATED APPROXIMATELY 900 FEET SOUTHEAST OF SOUTHEAST BOUNDARY CORNER OF SUBJECT PROPERTY. SEE VICINITY MAP ABOVE.

## MICH. UNIFIED KEYING SYSTEM

- (5 P) SEEDING (ALL DISTURBED AREAS)
- (10 P) MULCHING (IF REQUIRED OR IF NECESSARY)
- (13 P) RIP RAP (IN ALL STORM BASINS)
- (18 P) PAVEMENT
- (18 P) CONCRETE CURB
- (35 P) STORM SEWER
- (36 P) DRAINS/CATCH BASINS
- (57) GEOTEXTILE SILT FENCE
- (57 T) M.U.K.S. DESIGNATION — TEMPORARY OR PERMANENT

## LEGEND

- 900 — EXISTING ELEVATION CONTOUR
- 900 — PROPOSED ELEVATION CONTOUR

SOIL EROSION METHODS WILL BE MONITORED DURING CONSTRUCTION OF THE INFRASTRUCTURE AND THE RESIDENTIAL UNITS. IF LARGE AMOUNTS OF DIRT AND SEDIMENT ARE TRACKED ONTO THE ROADWAYS DURING CONSTRUCTION, THE STORM WATER TREATMENT SYSTEM MAY NEED TO BE CLEANED PRIOR TO ISSUANCE OF THE FINAL BUILDING PERMIT FOR THIS SITE CONDOMINIUM. AN INSPECTION OF THE INFILTRATION BASIN WILL BE PERFORMED FOLLOWING COMPLETION OF CONSTRUCTION, AND IF THERE IS A BUILD-UP OF SEDIMENT ON THE BOTTOM OF THE BASIN, THE SEDIMENT WILL NEED TO BE REMOVED.

## SOIL EROSION CONTROL NOTES

1) ALL CONSTRUCTION SHALL COMPLY WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ACT (P.A. 451 OF 1994, AS AMENDED) AS ADMINISTERED BY THE CITY OF PORTAGE.
2) EARTHWORK CONTRACTORS SHALL BE RESPONSIBLE FOR THE FOLLOWING:
   A) BERMING OR FILTERING OF PROPERTY LINES AT ALL LOCATIONS WHERE EROSION COULD OCCUR.
   B) PROTECTION OF ALL EXISTING AND NEWLY CONSTRUCTED STORM SEWER STRUCTURES, WHETHER ADJACENT TO OR ON THE SITE.
   C) MINIMIZATION OF TRACKING OF MATERIAL OFF-SITE.
   D) SWEEPING & CLEANING OF ADJACENT STREETS AS NECESSARY.
3) PROPERTY OWNER SHALL OBTAIN SOIL EROSION & SEDIMENTATION CONTROL PERMIT.

## RESTORATION NOTES

1) ALL DISTURBED AREAS SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL, GRASS SEED , AND MULCH, OR OTHER REQUIRED LANDSCAPING.
2) EXISTING STREETS SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT WHICH EXISTED PRIOR TO CONSTRUCTION.

## TEMPORARY SOIL EROSION CONTROL MEASURES

1) EARTH GRADING AROUND ALL NEW SANITARY SEWER AND STORM SEWER MANHOLES/CATCH BASINS SHALL BE SUCH THAT RAIN WATER/EROSION RUN-OFF CANNOT ENTER MANHOLE/CATCH BASIN. MINIMUM ONE FOOT TALL EARTH BERM SHALL ENCIRCLE EACH MANHOLE/CATCH BASIN.
2) ONCE GRATE IS INSTALLED ON STORM SEWER STRUCTURE, FILTER FABRIC SHALL BE PLACED ON GRATE TO PREVENT SOIL EROSION FROM ENTERING STORM SEWER SYSTEM.
3) ALL STREETS SHALL BE KEPT CLEAR OF SOIL AND MUD. CONTRACTOR SHALL SWEEP/CLEAN NEARBY STREETS AS NECESSARY.
4) ANY EVIDENCE OF SOIL EROSION SHALL BE EXAMINED AND ADDRESSED BY CONTRACTOR. INVOLVEMENT BY ENGINEER AND/OR CITY OF PORTAGE MAY BE NECESSARY.
5) SOIL EROSION SHALL NOT BE ALLOWED ONTO ADJOINING PROPERTIES OR ONTO NATURAL AREAS OUTSIDE OF PROPOSED CONSTRUCTION AREA.
6) SILTATION FENCING SHALL BE PLACED AS SHOWN.

## PERMANENT SOIL EROSION CONTROL MEASURES

1) ALL NEW ROADWAYS SHALL BE PAVED.
2) STORM SEWER SYSTEM SHALL CONVEY WATER RUN-OFF TO ON-SITE STORMWATER INFILTRATION BASINS.
3) ALL DISTURBED AREAS SHALL RECEIVE TOPSOIL AND SEEDING PER THE PROJECT CONSTRUCTION PLANS.

## MAINTENANCE REQUIREMENTS (AFTER CONSTRUCTED):

1) ALL PUBLIC STREETS AND ALL PUBLIC STORM SEWER SHALL BE MAINTAINED BY THE CITY OF PORTAGE.
2) ALL PRIVATE STREETS AND ALL PRIVATE STORM SEWER SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
3) ALL YARDS SHALL BE MAINTAINED BY HOMEOWNERS.
4) TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER ENTIRE SITE HAS BEEN STABILIZED.

## ESTIMATED CONSTRUCTION SCHEDULE:

| | 07/20 | 08/20 | 09/20 | 10/20 | 11/20 |
|---|---|---|---|---|---|
| CLEARING | | | | | |
| EARTHMOVING | | | | | |
| SANITARY SEWER | | | | | |
| STORM SEWER | | | | | |
| WATER MAIN | | | | | |
| CURBING & PAVING | | | | | |
| PRIVATE UTILITIES | | | | | |
| RESTORATION | | | | | |

NOTE: CONSTRUCTION SCHEDULE SUBJECT TO CHANGE BASED ON MARKET CONDITIONS, WEATHER, AND OTHER FACTORS.

NOTE: ALSO SEE SHEETS 1, 2, AND 4.

GRADING NOTE: DURING HOUSE CONSTRUCTION, FINAL GRADING NEAR HOUSE (& WITHIN LOT) SHALL BE COMPLETED SUCH THAT RUN-OFF WATER WILL NOT BE DIRECTED TOWARDS ANY HOUSE AND WILL NOT BE DIRECTED ONTO ADJOINING PROPERTIES.

72 HOURS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

## PARCEL DESCRIPTION (ENTIRE SITE):

A parcel of land situated in the Northeast quarter of Section 32, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 32, Town 3 South, Range 11 West; thence S 90°00'00"W 165.00 feet along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing S 90°00'00"W 739.77 feet along said South line to the East right-of-way line of the Pennsylvania Railroad (formerly the New York Central Railroad); thence N 02°18'11"E 1323.26 feet along said East line to the North line of the South half of said Northeast quarter of Section 32; thence N 89°53'07"W 25.02 feet along said Pennsylvania Railroad right-of-way and said North line of the South half of said Northeast quarter of Section 32; thence N 02°18'11"E 1323.10 feet along said East right-of-way line of the Pennsylvania Railroad to the North line of said Northeast quarter of Section 32; thence S 89°46'14"E 822.39 feet along said North line to the East line of said Northeast quarter of Section 32; thence S 00°01'23"E 1320.49 feet along said East line to said North line of the South Half of said Northeast quarter of Section 32; thence N 89°53'07"W 165.00 feet along said North line of the South half; thence S 00°01'23"E 1320.82 feet parallel with said East line of the Northeast quarter of Section 32 to the Place of Beginning, containing 47.39 acres of land. The south 33.0 feet being subject Highway Easement. Parcel is subject to easements conditions and restrictions of record.

NOTE: GRADING AND EARTH MOVING IN AREAS OUTSIDE OF PROPOSED ROADWAY AREAS SHALL BE DONE IN STAGES SO THAT AN AREA CAN BE STRIPPED, SHAPED, TOPSOILED, AND SEEDED IN A MINIMAL AMOUNT OF TIME. THE AMOUNT OF DISTURBED GROUND SHALL BE KEPT TO A MINIMUM DURING THE CONSTRUCTION PROJECT. DISTURBED AREAS SHALL BE RESTORED BY THE CONTRACTOR AS SOON AS CONVENIENTLY POSSIBLE.

NOTE:
All work must comply with the provisions of Part 91 of the Erosion and Sedimentation Control Act of the Natural Resources and Environmental Protection Act P.A. 451 of 1994, as amended, and as administered by the City of Portage.


APPLICANT:
WESTVIEW CAPITAL, LLC
2186 EAST CENTRE STREET
PORTAGE, MI 49002
(269) 321-2610


REVISED: 8/05/2020
REVISED: 7/23/2020
REVISED: 7/14/2020

EROSION CONTROL PLAN & GRADING PLAN
PHASE 2 of PENNRIDGE TRAIL
PROPERTY IN NE 1/4 OF SEC. 32, T. 3 S., R. 11 W., CITY OF PORTAGE, KALAMAZOO COUNTY, MI

DATE: 5/18/2020
SHEET: 3
JOB No.: 36676-2


Ingersoll, Watson & McMachen, Inc.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1209 East Milham Road · Portage, Michigan 49002 · Phone 269 344-6165 · Fax 269 344-0555

## GENERAL NOTES

1) CONTRACTOR SHALL NOTIFY MISS DIG AT 1-800-482-7171 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
2) LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST ON THIS SITE WHICH ARE NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES ON SITE, WHETHER SHOWN ON THESE PLANS OR NOT.
3) CONTRACTOR SHALL PROVIDE ALL SIGNS, FENCING, LIGHTS, BARRICADES, ETC. NECESSARY TO PROVIDE FOR PUBLIC SAFETY DURING CONSTRUCTION.
4) REQUESTS FOR CONSTRUCTION STAKING SHALL BE DIRECTED TO THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO THEIR ACTUAL NEED.
5) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES FOR THE PROTECTION AND/OR RELOCATION OF EXISTING UTILITIES.
6) ALL MATERIALS PLACED DURING CONSTRUCTION SHALL BE IN NEW CONDITION, SHALL BE FREE FROM DEFECTS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY AND THEIR INSPECTOR.
7) ALL CONSTRUCTION SHALL BE SUBJECT TO CONSTRUCTION INSPECTION BY OWNER, OWNER'S REPRESENTATIVE, AND THE CITY OF PORTAGE.
8) ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON USGS DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.
9) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS.
10) A SOIL EROSION CONTROL PERMIT NEEDS TO BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY GRADING ACTIVITIES.

## CONSTRUCTION NOTES

1) ALL PIPE LENGTH DISTANCES ARE FROM CENTER TO CENTER OF STRUCTURE.
2) ALL TRENCHING AND BACKFILLING FOR UTILITIES SHALL COMPLY WITH REQUIREMENTS OF THE CITY OF PORTAGE STANDARD SPECIFICATIONS AND THE REQUIREMENTS INDICATED ON THE CONSTRUCTION DRAWINGS.
3) ALL CONSTRUCTION SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL RULES, REQUIREMENTS, AND LAWS.

## WATER MAIN NOTES

1) ALL 8" OR 10" WATER MAIN SHALL BE AWWA C151, CLASS 52 DUCTILE IRON PIPE. ALL 12" WATER MAIN SHALL BE AWWA C151, CLASS 53 DUCTILE IRON PIPE. ALL PIPE SHALL HAVE CEMENT LINING AND SHALL BE INSTALLED ACCORDING TO THE CITY OF PORTAGE STANDARD SPECIFICATIONS (AVAILABLE AT CITY OF PORTAGE WEBSITE: www.portagemi.gov).
2) ALL WATER MAIN CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY A CITY OF PORTAGE APPROVED INSPECTOR.
3) MINIMUM 5.0' AND MAXIMUM 6.0' OF COVER OVER NEW WATER MAIN PIPE IS REQUIRED ONCE FINAL SITE GRADING IS COMPLETE.
4) WATER SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTAGE STANDARD DETAIL SD-153, TYPICAL SERVICE LINE AND METER BOX INSTALLATIONS. PLUMBING PERMIT REQUIRED.
5) HYDRANT ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTAGE STANDARD DETAIL SD-144, AUXILIARY VALVE LOCATION.
6) HYDRANT SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF PORTAGE STANDARD DETAIL SD-145, STANDARD HYDRANT SIGN.

## SANITARY SEWER NOTES

1) ALL SANITARY SEWER PIPE SHALL BE SDR26 PVC AND SHALL COMPLY WITH ASTM D 3033 OR ASTM D 3034. PIPE SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
2) ALL SANITARY SEWER CONSTRUCTION, INCLUDING MAINLINES, LATERALS, MANHOLES, AND APPURTENANCES, SHALL CONFORM WITH THE CITY OF PORTAGE REQUIREMENTS AND SPECIFICATIONS AND SHALL BE SUBJECT TO THEIR INSPECTION.

## PRIVATE UTILITY NOTES

1) UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE, AND CABLE TV PRIVATE UTILITIES SHALL BE SIZED AND INSTALLED BY UTILITY OWNERS.

## STORM SEWER NOTES

NOTE: ALL STORM SEWER PIPE THAT IS LARGER THAN 24" DIAMETER SHALL BE REINFORCED CONCRETE PIPE PER CITY OF PORTAGE REQUIREMENTS.

1) STORM SEWER PIPE SHALL BE EITHER CORRUGATED POLYETHYLENE (C.P.E.), REINFORCED CONCRETE (R.C.P.), OR OTHER TYPES MEETING MDOT AND CITY OF PORTAGE APPROVAL.
2) CORRUGATED POLYETHYLENE (C.P.E.) PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M 294 TYPE S (DUAL WALL, SMOOTH INSIDE, CORRUGATED OUTSIDE, NO PERFORATIONS). THE JOINTS SHALL BE WATERTIGHT AND COMPLY WITH ASTM D 3212. (HANCOR HI-Q, ADS N-12, OR EQUIVALENT)
3) REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C 76. THE JOINTS SHALL BE WATERTIGHT AND COMPLY WITH ASTM C 443.
4) ~~NON-REINFORCED CONCRETE PIPE (N.R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C 14 CLASS 3. THE JOINTS SHALL BE WATERTIGHT AND COMPLY WITH ASTM C 443.~~
5) PREMIUM WATERTIGHT JOINTS (RUBBER OR SLIP SEAL) ARE REQUIRED AT EACH STORM SEWER PIPE JOINT IN ACCORDANCE WITH CITY OF PORTAGE REQUIREMENTS.
6) PIPE CONNECTIONS AT ALL SOLID WALLED STRUCTURES SHALL BE MADE WITH A WATERTIGHT RESILIENT CONNECTOR (RUBBER TYPE BOOT WITH STAINLESS STEEL BANDS, OR OTHER TYPE AS APPROVED BY CITY OF PORTAGE).
7) STORM SEWER PIPE SHALL HAVE A MINIMUM OF 24 INCHES OF COVER.
8) ALL STORM SEWER PIPE AND INSTALLATION SHALL COMPLY WITH CITY OF PORTAGE "CONSTRUCTION SPECIFICATIONS AND STANDARDS"
9) ALL STORM SEWER PIPE, JOINTS, AND GASKETS SHALL BE INSPECTED. ANY DEFECTIVE PRODUCTS SHALL NOT BE INSTALLED AND SHALL BE REMOVED FROM THE SITE.
10) ALL SOLID WALLED STRUCTURES SHALL HAVE CONCRETE BOTTOMS.
11) DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE BACKFILL HAS BEEN PLACED AND PRIOR TO INSTALLING ANY ASPHALT OR CONCRETE SURFACE. NO PIPE SHALL EXCEED A DEFLECTION OF FIVE (5) PERCENT. THE DEFLECTION TEST SHALL BE RUN USING A RIGID BALL OR MANDREL, HAVING A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. DEFLECTION SHALL BE CONDUCTED AFTER FINAL BACKFILL HAS BEEN IN PLACE FOR AT LEAST 30 DAYS.
12) ALL PUBLIC STORM SEWER PIPE SHALL BE TELEVISED IN ACCORDANCE WITH SECTION 208.2.6 (TELEVISING) OF THE CITY'S SPECIFICATIONS.

## SOIL EROSION CONTROL NOTES (SEE SHEET 3)

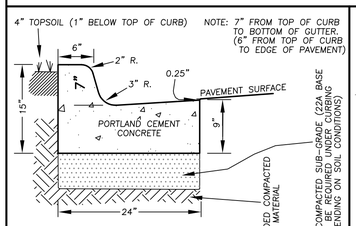
1) ALL CONSTRUCTION SHALL COMPLY WITH THE SOIL EROSION AND SEDIMENTATION CONTROL ACT (P.A. 451 OF 1994, AS AMENDED) AS ADMINISTERED BY THE CITY OF PORTAGE.
2) EARTHWORK CONTRACTORS SHALL BE RESPONSIBLE FOR THE FOLLOWING:
   A) BERMING OR FILTERING OF RUNOFF AT PROPERTY LINES WHERE EROSION COULD OCCUR.
   B) PROTECTION OF ALL EXISTING AND NEWLY CONSTRUCTED STORM SEWER STRUCTURES, WHETHER ADJACENT TO THE SITE OR ON THE SITE.
   C) MINIMIZATION OF TRACKING OF MATERIAL OFF-SITE.
   D) SWEEPING AND CLEANING OF ADJACENT STREETS AS NECESSARY.
3) OWNER SHALL OBTAIN "SOIL EROSION CONTROL PERMIT" FROM THE CITY OF PORTAGE.

## RESTORATION NOTES

1) ALL DISTURBED AREAS SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND GRASS SEED, OR OTHER REQUIRED LANDSCAPING.
2) EXISTING STREETS AND YARDS SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT WHICH EXISTED PRIOR TO CONSTRUCTION.

## STREET LIGHTS & STREET SIGNS

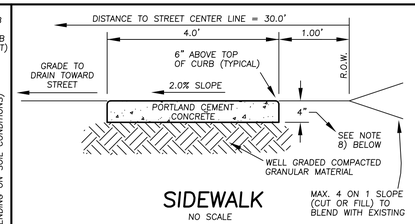
1) DECIDUOUS TREES AT PLANTING SHALL HAVE A MINIMUM CALIPER OF 1.5" AT 6" ABOVE THE ROOT BALL; A CLEAR STEM OF 4 FEET; AND A BURLAP BALL SIZE OF AT LEAST 10 TIMES THE CALIPER. ALLOWED TREES INCLUDE SARGENT CHERRY, AMUR CORKTREE, GOLDENRAIN TREE, MAPLES (HEDGE, PACIFIC SUNSET, TRIDENT, TATARIAN MAPLE), AMERICAN & EUROPEAN HORNBEAM, KATSURA TREE, IVORY SILK JAPANESE TREE LILAC, & ORNAMENTAL PEARS (CLEVELAND AND REDSPIRE CALLERY PEAR).
2) STREET LIGHTS SHALL BE 8500 LUMEN, HIGH PRESSURE SODIUM VAPOR. DECORATIVE LIGHT POLES SHALL HAVE A HEIGHT OF 19 FEET. ALL LIGHT STANDARDS AND UTILITY POLES SHALL BE LOCATED AT LEAST 5 FEET OFF PROPOSED BACK OF CURB.
3) ALL PAVEMENT MARKINGS AND TRAFFIC SIGNS MUST CONFORM TO THE STANDARDS SET FORTH IN THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ("M.M.U.T.C.D.").
4) ALL STREET SIGNS SHALL CONFORM TO CITY OF PORTAGE PUBLISHED REQUIREMENTS. ALL SIGNS SHALL BE INSTALLED ON 3 POUND GALVANIZED U-CHANNEL POSTS AND SHALL HAVE A MINIMUM POST BURY OF 36 INCHES. DISTANCE FROM BOTTOM OF SIGN TO GROUND SHALL BE 7 FEET. ANYTHING NOT SPECIFIED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE M.M.U.T.C.D. STREET NAME SIGNS SHALL BE 9 INCHES TALL (VERTICAL DIMENSION OF ACTUAL SIGN).




## CURB & GUTTER

NO SCALE

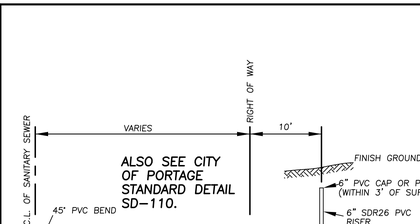
NOTES:
1) CONCRETE SHALL BE MDOT GRADES 35P OR 35S, AND MEET THE FOLLOWING REQUIREMENTS:
   * ALL AGGREGATES SHALL BE LIMESTONE OR SLAG MATERIAL
   * ENTRAINED AIR, 6 TO 8 PERCENT
   * COMPRESSIVE STRENGTH AT 28 DAYS = 3500 P.S.I.
   * SLUMP = 1.5 TO 3 INCHES
   * MODULUS OF RUPTURE AT 28 DAYS = 650 P.S.I.
   * MINIMUM PORTLAND CEMENT CONTENT = 5.50 SACKS PER CUBIC YARD
2) EXPANSION JOINTS SHALL BE PLACED AT SPRING POINTS AND UNIFORM INTERVALS OF NOT MORE THAN 100 FEET.
3) PLANE OF WEAKNESS JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF TEN (10) FEET. IRREGULAR SECTIONS SHALL NOT BE LESS THAN EIGHT (8) FEET.
4) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY OF PORTAGE.
5) SEE RELATED CITY OF PORTAGE STANDARD DETAIL:
   SD-113, STANDARD CURB




## SIDEWALK

NO SCALE

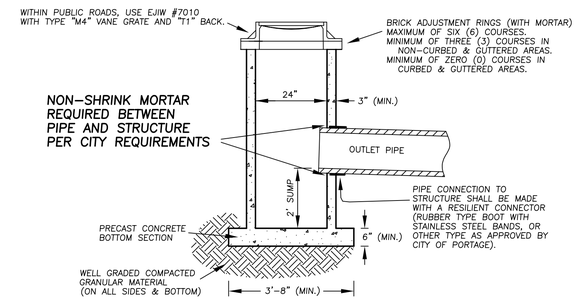
NOTES:
1) CONCRETE SHALL BE MDOT GRADES 35P OR 35S, AND MEET THE FOLLOWING REQUIREMENTS:
   * ALL AGGREGATES SHALL BE LIMESTONE OR SLAG MATERIAL
   * ENTRAINED AIR = 6 TO 8 PERCENT
   * COMPRESSIVE STRENGTH AT 28 DAYS = 3500 P.S.I.
   * SLUMP = 1.5 TO 3 INCHES
   * MODULUS OF RUPTURE AT 28 DAYS = 650 P.S.I.
   * MINIMUM PORTLAND CEMENT CONTENT = 5.50 SACKS PER CUBIC YARD
2) ONE (1) INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF NOT MORE THAN 50 FEET.
3) PLANE OF WEAKNESS JOINTS SHALL BE PLACED AT UNIFORM INTERVALS OF FOUR (4) FEET.
4) ALL JOINTS SHALL BE CONSTRUCTED AT RIGHT ANGLES TO THE CENTERLINE OF THE WALK.
5) ALL EDGES AND JOINTS SHALL BE PROPERLY TOOLED.
6) THE SURFACE SHALL BE FINISHED WITH A WOOD FLOAT OR BRUSH TO PROVIDE A NON-SLIP SURFACE.
7) CONCRETE SHALL BE CURED IN A MANNER APPROVED BY THE CITY OF PORTAGE.
8) WALK WITHIN DRIVEWAY AREAS SHALL BE SIX (6) INCHES THICK.
9) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
   SD-117, RESIDENTIAL DRIVEWAY APPROACH WITH CURBED LOCAL STREET
   SD-119, RAMPED SIDEWALK TYPE 1 DETAIL




## SANITARY SEWER LEAD

NO SCALE

NOTES:
1) 4" x 4" RISER MARKER STAKE REQUIRED AT EACH RISER LOCATION.
2) BEDDING AND COMPACTION SHALL BE PER CITY STANDARD SPECIFICATIONS.
3) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
   SD-110, SANITARY SEWER STANDARD HOUSE CONNECTIONS (PROPERTY LINE RISER)
4) MAIN LINE RISERS REQUIRED WHEN DEPTH OF SEWER MAIN IS 15' OR GREATER.

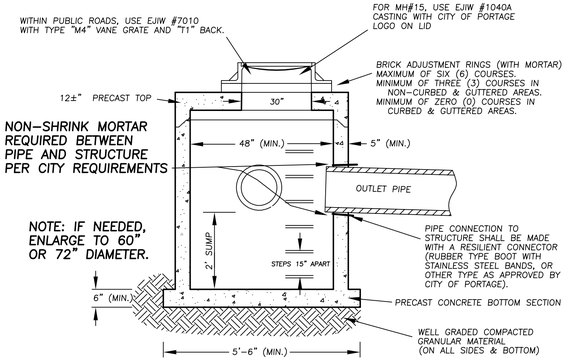



## 24" STORM SEWER INLET

NO SCALE

NOTES:
1) STRUCTURE SHALL HAVE A 2 FOOT SUMP UNLESS SLOPE OF OUTLET PIPE EQUALS OR EXCEEDS THREE (3) PERCENT.
2) HEIGHT OF STRUCTURES WILL VARY BUT SHALL NOT EXCEED FIVE (5.0) FEET.
3) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478.
4) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
   SD-102, 24" CATCH BASIN
   SD-103, STANDARD CURB INLET CASTING
   SD-104, STANDARD DROP CURB INLET CASTING

NOTE: STORM SEWER MANHOLE LIDS SHALL HAVE A STANDARD CITY OF PORTAGE LOGO ON LID AND MANHOLES DO NOT HAVE A SUMP.

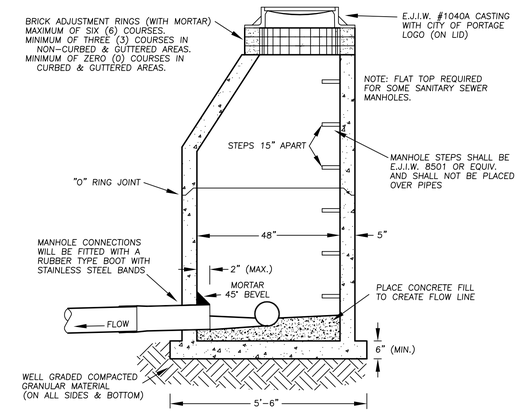



## 48" STORM SEWER STRUCTURE W/FLAT TOP

NO SCALE

NOTES:
1) MANHOLE STRUCTURES SHALL NOT HAVE A SUMP AND SHALL REQUIRE EJIW #1040A CASTING WITH CITY OF PORTAGE LOGO PER CITY STANDARDS.
2) HEIGHT OF STRUCTURES WILL VARY.
3) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478.
4) SOME STRUCTURES MAY HAVE TO BE ENLARGED TO ACCOMMODATE PIPES AND RESILIENT CONNECTORS. STRUCTURAL DIMENSIONS FOR LARGER DIAMETER STRUCTURES SHALL CONFORM TO ASTM C-478.
5) MANHOLE STEPS SHALL BE EJIW #8501 OR EQUIVALENT.
6) INSTALL STEPS AFTER STRUCTURE IS IN PLACE TO INSURE STEPS ARE LOCATED UNDER OPENING. TOP STEP SHALL BE NO MORE THAN 24 INCHES FROM TOP OF CASTING. BOTTOM STEP SHALL BE NO MORE THAN 24 INCHES FROM BENCH/BOTTOM OF STRUCTURE.
7) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
   SD-101, STANDARD 48" DRAINAGE STRUCTURE
   SD-103, STANDARD CURB INLET CASTING
   SD-104, STANDARD DROP CURB INLET CASTING
   SD-108, STANDARD MANHOLE STEP

NOTE: SANITARY SEWER MANHOLE LIDS SHALL HAVE A STANDARD CITY OF PORTAGE LOGO ON LID.




## 48" SANITARY SEWER MANHOLE

NO SCALE

NOTES:
1) HEIGHT OF STRUCTURES WILL VARY.
2) STRUCTURES SHALL BE PRECAST CONCRETE AND CONFORM TO ASTM C-478 WITH O-RING RUBBER GASKET TYPE JOINTS, ASTM C-443. RUBBER GASKETS SHALL NOT BE REMOVED.
3) INSTALL STEPS AFTER STRUCTURE IS IN PLACE, IF NECESSARY, TO INSURE STEPS ARE LOCATED UNDER OPENING. TOP STEP SHALL BE NO MORE THAN 24 INCHES FROM TOP OF CASTING. BOTTOM STEP SHALL BE NO MORE THAN 24 INCHES FROM BENCH.
4) SEE RELATED CITY OF PORTAGE STANDARD DETAILS:
   SD-105, STANDARD MANHOLE
   SD-106, SANITARY SEWER STANDARD MANHOLE CASTING
   SD-107, SANITARY SEWER PRESSURE-TIGHT MANHOLE CASTING
   SD-108, STANDARD MANHOLE STEP

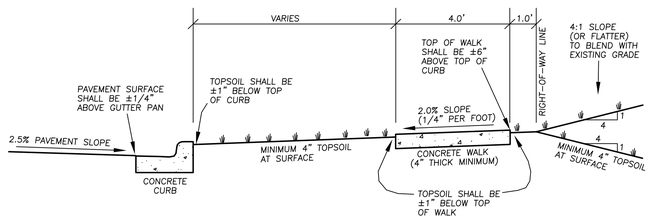



## UTILITY TRENCH DETAIL

NO SCALE

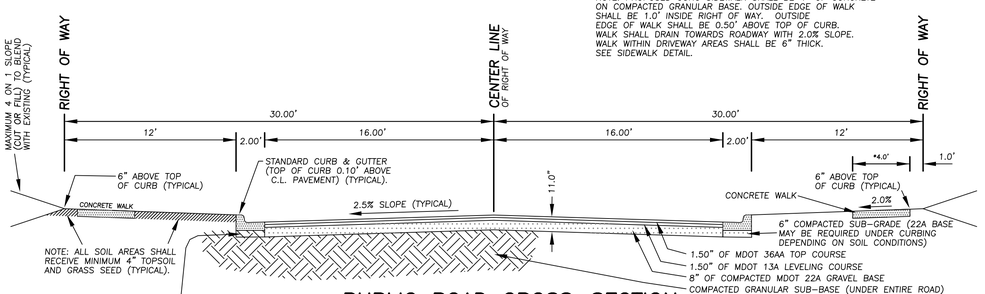
NOTES:
1) LARGE ROCKS, BOULDERS, AND STONES OVER ONE (1.0) INCH IN DIAMETER SHALL BE REMOVED TO PROVIDE A CLEARANCE OF SIX (6) INCHES (MIN.) FROM ANY PART OF THE PIPE.
2) ALL EMBEDMENT AND BACKFILL MATERIALS SHALL BE FREE FROM FROZEN EARTH, ICE, SNOW, TOPSOIL, MUCK, CINDERS, ASHES, REFUSE, ORGANIC MATTER, BOULDERS, ROCKS, OR OTHER MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE.
3) EMBEDMENT MATERIAL SHALL BE GRANULAR MATERIAL WITH MAXIMUM PARTICLE SIZE OF 1.0" COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.
4) BACKFILL MATERIAL UNDER PAVEMENT AREAS AND AREAS WITHIN TRENCH INFLUENCE OF BACK OF CURB OR EDGE OF PAVEMENT SHALL BE GRANULAR MATERIAL COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.
5) BACKFILL MATERIAL FOR PIPE TRENCHES NOT UNDER PAVEMENT AREAS AND AREAS OUTSIDE OF TRENCH INFLUENCE MAY BE NONGRANULAR NATIVE MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, IS ACCEPTABLE MATERIAL AND IS ADEQUATELY COMPACTED TO PREVENT SETTLEMENT.
6) BACKFILL MATERIAL MAY BE PLACED, SPREAD, AND COMPACTED WITH EQUIPEMENT OPERATED LONGITUDINALLY ALONG THE PIPE LINE. PUSHING MATERIAL INTO THE TRENCH FROM THE SIDE WITHOUT LONGITUDINAL SPREADING AND COMPACTION SHALL NOT BE ALLOWED.
7) SEE RELATED CITY OF PORTAGE STANDARD DETAIL:
   SD-122, STANDARD TRENCH DETAIL

ALSO SEE CITY OF PORTAGE STANDARD DETAILS:
SD-106 SANITARY SEWER STANDARD MANHOLE CASTING
SD-117 RESIDENTIAL DRIVEWAY APPROACH WITH CURBED STREET
SD-119A RAMPED SIDEWALK DETAIL
SD-144 TYPICAL FIRE HYDRANT ASSEMBLY
SD-145A STANDARD HYDRANT SIGN
SD-153 TYPICAL SERVICE LINE AND METER BOX INSTALLATIONS
SD-153A CURB STOP CONNECTION & FINAL SETTING OF CURB BOX
SD-168 STANDARD TRENCH DETAIL FOR DUCTILE IRON WATER MAIN




## CURB / SIDEWALK GRADING DETAIL

NOTE: PROPOSED CONC SIDEWALK SHALL BE 4" OF CONCRETE ON COMPACTED GRANULAR BASE. OUTSIDE EDGE OF WALK SHALL BE 1.0' INSIDE RIGHT OF WAY. OUTSIDE EDGE OF WALK SHALL BE 0.50' ABOVE TOP OF CURB. WALK SHALL DRAIN TOWARDS ROADWAY WITH 2.0% SLOPE. WALK WITHIN DRIVEWAY AREAS SHALL BE 6" THICK. SEE SIDEWALK DETAIL.




## PUBLIC ROAD CROSS-SECTION

NO SCALE

NOTE: CONTRACTOR SHALL SPECIFY UNDERCUTTING PROVISIONS AND PRICES WITHIN BID.

NOTE: COMPACTED MATERIAL SHALL BE COMPACTED TO 95 PERCENT OF MAXIMUM UNIT WEIGHT AS DETERMINED BY THE MODIFIED PROCTOR METHOD.

CONSTRUCTION DETAILS & NOTES

# PHASE 2 OF "PENNRIDGE TRAIL"

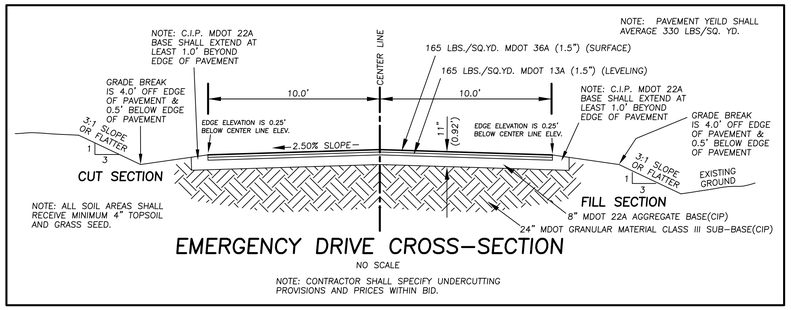
PART OF THE NE 1/4 OF SEC. 32, T3S, R11W, CITY OF PORTAGE, KALAMAZOO CNTY., MICHIGAN


*Ingersoll, Watson & McMachen, Inc.*
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
*1209 East Milham Road · Portage, Michigan 49002 · Phone 269 344-6165 · Fax 269 344-0555*


DATE: 5/18/2020
SHEET: 4
JOB No.: 36676-2

INGERSOLL, WATSON & McMACHEN, INC.
CIVIL ENGINEERS–LAND SURVEYORS
1209 EAST MILHAM AVENUE, SUITE B
269/344–6165
PORTAGE, MICHIGAN 49002

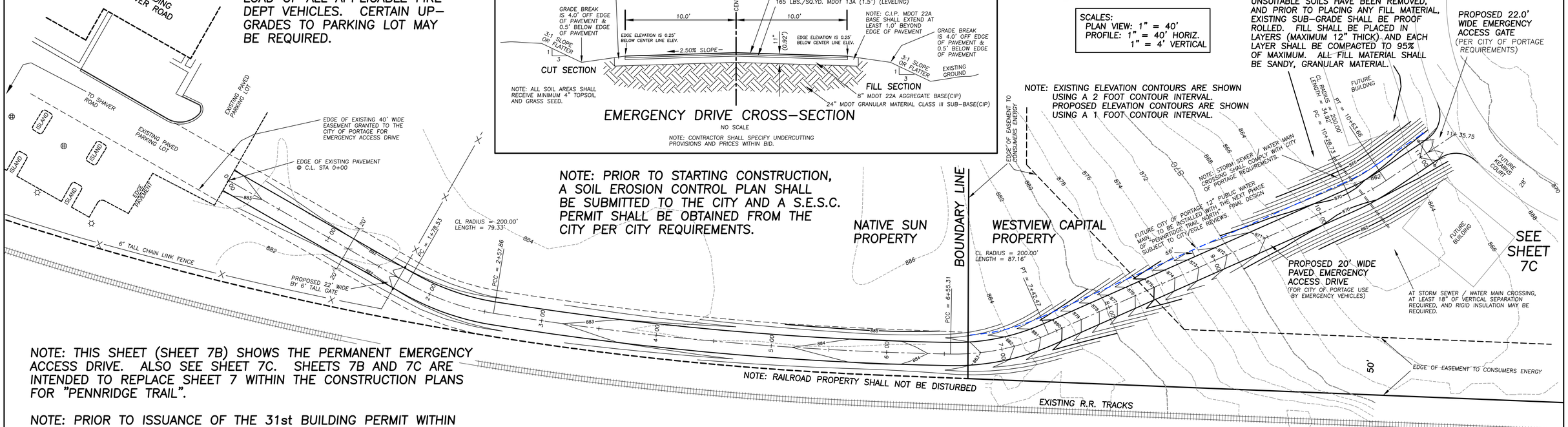
NOTE: EXISTING PARKING LOT SHALL BE ABLE TO WITHSTAND LOAD OF ALL APPLICABLE FIRE DEPT VEHICLES. CERTAIN UP–GRADES TO PARKING LOT MAY BE REQUIRED.




EMERGENCY DRIVE CROSS–SECTION

NO SCALE

NOTE: CONTRACTOR SHALL SPECIFY UNDERCUTTING PROVISIONS AND PRICES WITHIN BID.




NOTE: PRIOR TO STARTING CONSTRUCTION, A SOIL EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE CITY AND A S.E.S.C. PERMIT SHALL BE OBTAINED FROM THE CITY PER CITY REQUIREMENTS.

N

SCALES:
PLAN VIEW: 1" = 40'
PROFILE: 1" = 40' HORIZ.
1" = 4' VERTICAL

NOTE: AFTER TOPSOIL AND ANY OTHER UNSUITABLE SOILS HAVE BEEN REMOVED, AND PRIOR TO PLACING ANY FILL MATERIAL, EXISTING SUB–GRADE SHALL BE PROOF ROLLED. FILL SHALL BE PLACED IN LAYERS (MAXIMUM 12" THICK) AND EACH LAYER SHALL BE COMPACTED TO 95% OF MAXIMUM. ALL FILL MATERIAL SHALL BE SANDY, GRANULAR MATERIAL.

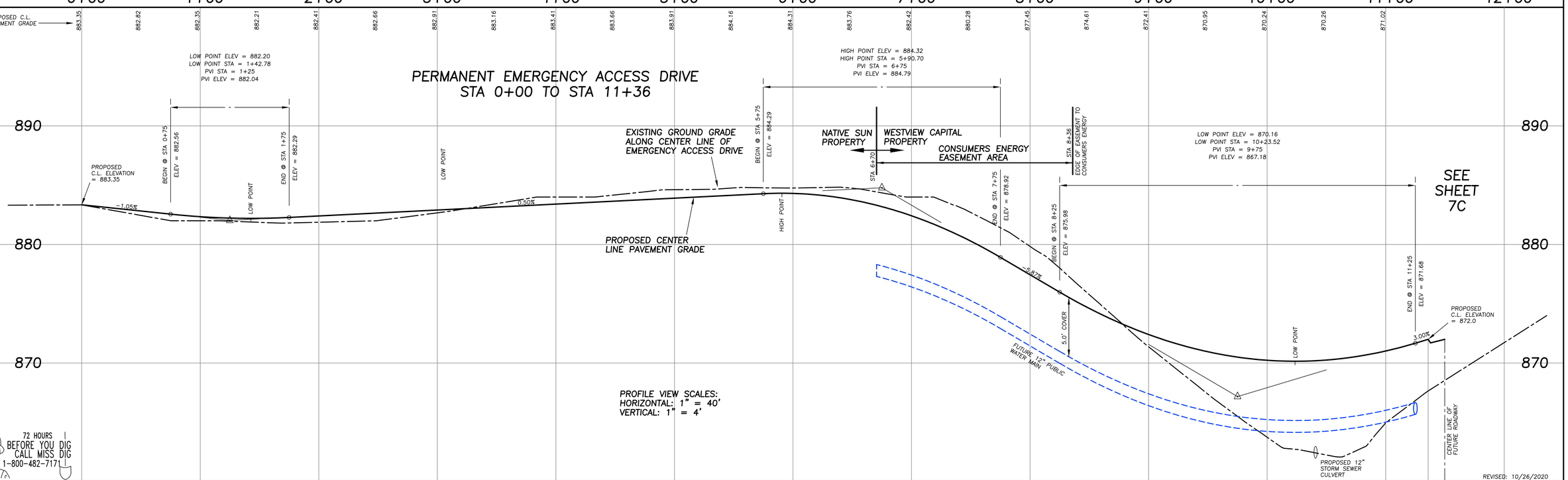
PROPOSED 22.0' WIDE EMERGENCY ACCESS GATE (PER CITY OF PORTAGE REQUIREMENTS)

NOTE: THIS SHEET (SHEET 7B) SHOWS THE PERMANENT EMERGENCY ACCESS DRIVE. ALSO SEE SHEET 7C. SHEETS 7B AND 7C ARE INTENDED TO REPLACE SHEET 7 WITHIN THE CONSTRUCTION PLANS FOR "PENNRIDGE TRAIL".

NOTE: PRIOR TO ISSUANCE OF THE 31st BUILDING PERMIT WITHIN PENNRIDGE TRAIL DEVELOPMENT, APPROVAL OF THE EMERGENCY ACCESS DRIVE, GATES, AND KNOX BOXES SHALL BE OBTAINED FROM THE CITY OF PORTAGE AND THE FIRE DEPARTMENT.

NOTE: ALL ACCESS GATES SHALL HAVE KNOX BOX SYSTEMS PER CITY FIRE DEPT REQUIREMENTS. KNOX BOXES SHALL BE OPERATIONAL AND APPROVED PRIOR TO ANY GATE BEING LOCKED. THE GATE ON THE NORTHERLY PROPERTY SHALL BE LOCKED DURING CONSTRUCTION TO PREVENT UNAUTHORIZED ACCESS TO EXISTING FACILITY ON NORTHERLY PROPERTY. TEMPORARY GATE(S) MAY INCLUDED IF NEEDED. ALL GATES SHALL HAVE A KNOX BOX.

PERMANENT EMERGENCY ACCESS DRIVE
STA 0+00 TO STA 11+36



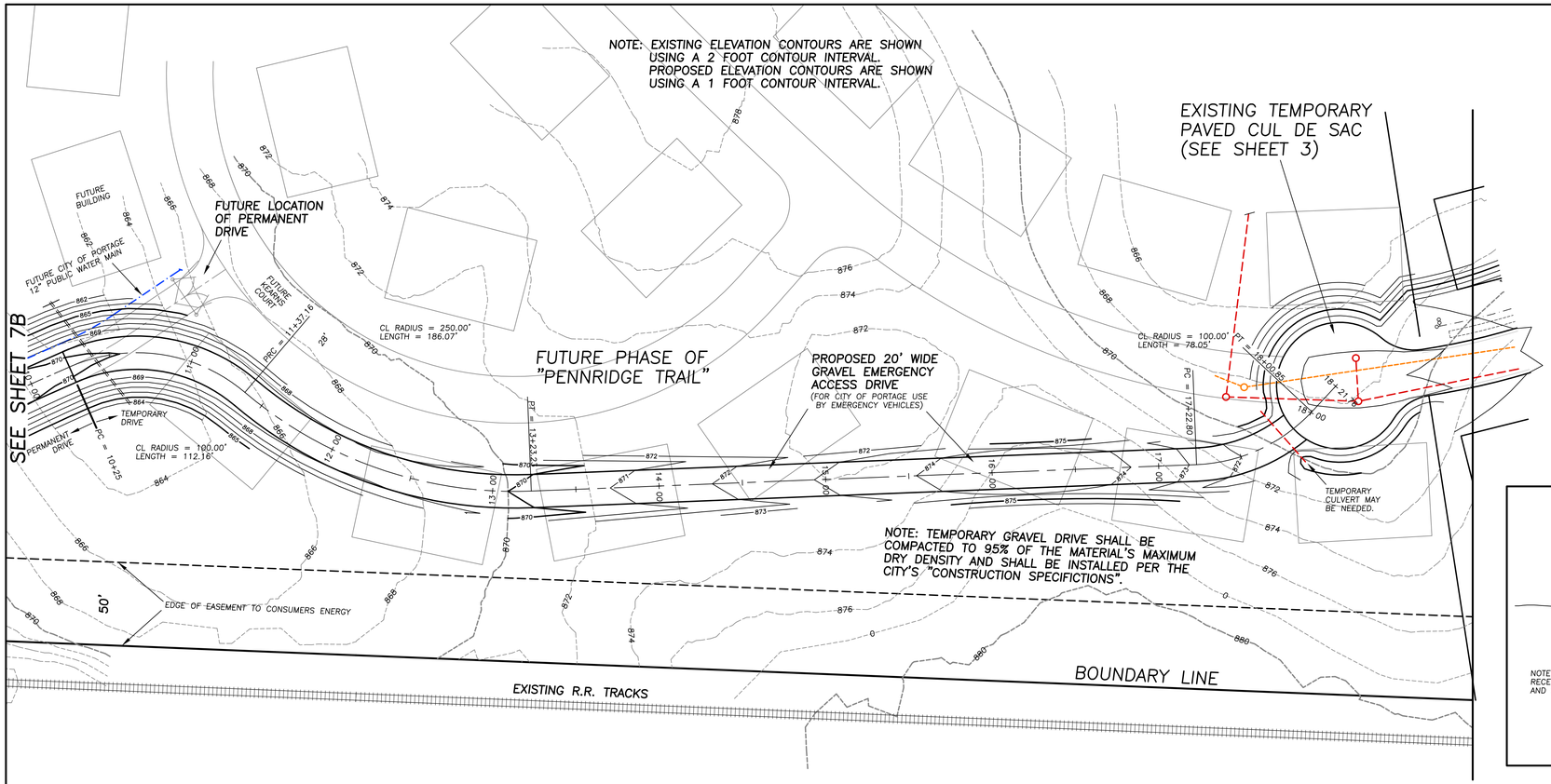

PROFILE VIEW SCALES:
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 4'

72 HOURS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

REVISED: 10/26/2020

INGERSOLL, WATSON & McMACHEN, INC.
CIVIL ENGINEERS–LAND SURVEYORS
1209 EAST MILHAM AVENUE, SUITE B
269/344–6165
PORTAGE, MICHIGAN 49002

NOTE: EXISTING ELEVATION CONTOURS ARE SHOWN USING A 2 FOOT CONTOUR INTERVAL. PROPOSED ELEVATION CONTOURS ARE SHOWN USING A 1 FOOT CONTOUR INTERVAL.

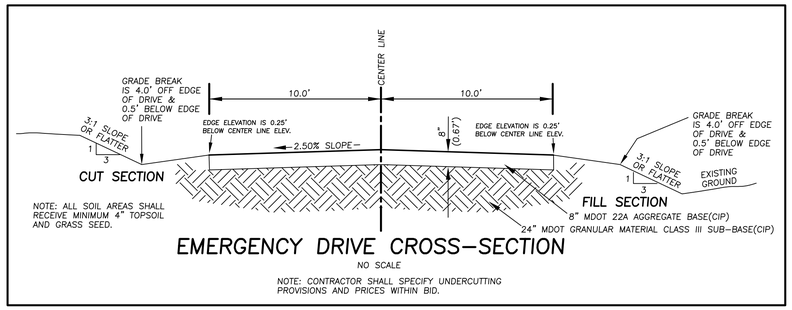



N

SCALES:
PLAN VIEW: 1" = 40'
PROFILE: 1" = 40' HORIZ.
1" = 4' VERTICAL

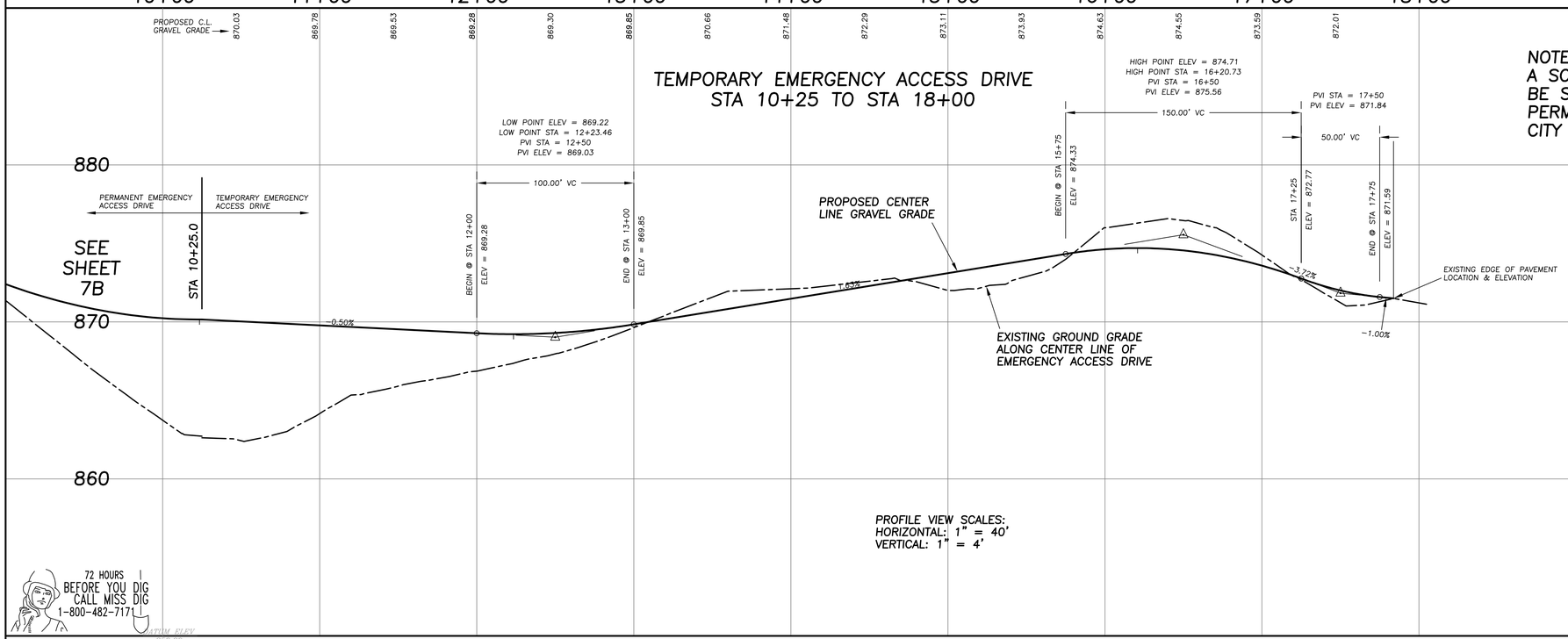
NOTE: THIS SHEET (SHEET 7C) SHOWS THE TEMPORARY EMERGENCY ACCESS DRIVE. ALSO SEE SHEET 7B. SHEETS 7B AND 7C ARE INTENDED TO REPLACE SHEET 7 WITHIN THE CONSTRUCTION PLANS FOR "PENNRIDGE TRAIL".

NOTE: PRIOR TO ISSUANCE OF THE 31st BUILDING PERMIT WITHIN PENNRIDGE TRAIL DEVELOPMENT, APPROVAL OF THE EMERGENCY ACCESS DRIVE, GATES, AND KNOX BOXES SHALL BE OBTAINED FROM THE CITY OF PORTAGE AND THE FIRE DEPARTMENT.




EMERGENCY DRIVE CROSS–SECTION
NO SCALE
NOTE: CONTRACTOR SHALL SPECIFY UNDERCUTTING PROVISIONS AND PRICES WITHIN BID.

## TEMPORARY EMERGENCY ACCESS DRIVE STA 10+25 TO STA 18+00




PROFILE VIEW SCALES:
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 4'

NOTE: PRIOR TO STARTING CONSTRUCTION, A SOIL EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE CITY AND A S.E.S.C. PERMIT SHALL BE OBTAINED FROM THE CITY PER CITY REQUIREMENTS.

NOTE: ALL ACCESS GATES SHALL HAVE KNOX BOX SYSTEMS PER CITY FIRE DEPT REQUIREMENTS. KNOX BOXES SHALL BE OPERATIONAL AND APPROVED PRIOR TO ANY GATE BEING LOCKED. THE GATE ON THE NORTHERLY PROPERTY SHALL BE LOCKED DURING CONSTRUCTION TO PREVENT UNAUTHORIZED ACCESS TO EXISTING FACILITY ON NORTHERLY PROPERTY. TEMPORARY GATE(S) MAY INCLUDED IF NEEDED. ALL GATES SHALL HAVE A KNOX BOX.

72 HOURS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

DATUM ELEV
NGVD 88

REVISED: 10/26/2020

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Ice Control Salt Purchase - Cooperative Purchase

**SUPPORTING PERSONNEL:** Rod Russell, Director of Public Works

**ACTION RECOMMENDED:** Award contracts to Detroit Salt in the amount of $87,164 for the early delivery of 1,400 tons of ice control salt at the price of $62.26 per ton and $101,970 for 1,500 tons of ice control salt for seasonal backup on an as-needed basis at the price of $67.98 per ton.

Each year, the city participates in the Michigan Delivering Extended Agreements Locally (MiDEAL) program for the procurement of winter ice control salt. The purchasing program provides the city with excellent economic savings due to the large volume purchasing power of the State of Michigan. The state ice control salt bids are structured for early deliveries and seasonal backup quantities delivered on an as-needed basis. Salt continues to be the most cost-effective deicing agent for assuring safe roadway travel during the winter months.

In FY 2020-2021, the City purchased 2,000 tons of ice control salt at $68.42 per ton for the early release and 1,500 tons at $71.56 per ton for the seasonal backup. For FY 2021-2022, $493,500 has been appropriated for the purchase of salt with funds being used from Act 51 - Michigan Transportation Funds.

It is recommended that the City Council award contracts to Detroit Salt in the amount of $87,164 for the early delivery of 1,400 tons of ice control salt at the price of $62.26 per ton and $101,970 for 1,500 tons of ice control salt for seasonal backup on an as-needed basis at the price of $67.98 per ton.

**FUNDING:** Fund are budgeted and available for this purchase in the FY 2021-2022 Major and Local Streets budgets.

**Attachments:** None

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Investment Policy

**SUPPORTING PERSONNEL:** Lauren VanderVeen, Finance Director

**ACTION RECOMMENDED:** Accept and approve the investment policy revisions as recommended by the City of Portage Investment Committee.

On July 7, 2021, the City of Portage Investment Committee met with City of Portage staff for its bi-annual meeting. At the meeting, investment policy draft revisions were submitted to the Investment Committee for approval. The investment policy has been updated with regard to the standards set forth by the Association of Professional Treasurers United States and Canada (APTUS&C). After approval from the Investment Committee, the policy received a certificate of excellence award for its commitment to establishing a comprehensive investment policy by the APTUS&C. Due to the significant modifications, a highlight/strike version is not provided. Rather, copies of the recommended and existing policies are attached for reference. It is recommended that the City Council accept and approve the investment policy revisions as recommended by the City of Portage Investment Committee.

**FUNDING:** N/A

**Attachments:**
1. City of Portage Investment Policy - Approved 7-7-21
2. Congratulatory Letter - City of Portage
3. Old City of Portage Investment Policy Approved 9-3-20

***1.0***

**Purpose** - It is the policy of the City of Portage (The City) to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the City and comply with all Michigan statutes governing the investment of public funds.

This policy is reviewed and approved by the Investment Committee at least annually.

***2.0***

**Scope** - This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the City and include:

*2.1 General fund,*
*2.1.1 Special revenue funds,*
*2.1.2 Debt service funds,*
*2.1.3 Capital project funds,*
*2.1.4 Enterprise funds,*
*2.1.5 Internal service funds,*
*2.1.6 Trust and agency funds*
*2.1.7 Any new fund established by the City.*

***3.0***

**Prudence –** Investments should be made with judgement and care under current circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence shall be used by investment officials and shall be the "prudent person" and/or "prudent investor" and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and investment procedures, while exercising due diligence shall be relieved of personal responsibility from adverse developments due to market changes or credit risk. Provided the individual(s) make a timely report to the Investment Committee outlining unpredicted deviations and appropriate action is taken.

***4.0***

**Objectives** - The primary objectives, in priority order, of the City's investment activities shall be:

4.1 Safety - The safety of principal is the foremost objective of the investment program. Investments made on behalf of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio. To provide a high level of safety the City will diversify investments among a variety of securities and financial institutions that comply with the standards set forth in this policy under Public Act 20 (PA 20) and financial institution guidelines.

4.2 Diversification - The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.3 Liquidity - The investment portfolio shall remain sufficiently liquid to meet all operating requirements and cash flows that may be reasonably anticipated.

4.4 Return on Investment - The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

***5.0***

**Delegation of Authority to Make Investments –** The authority of the investment official(s) to conduct transactions and manage the City's investment portfolio.

5.1 Authority to manage the investment program is derived from the City Charter Chapter 6, Section 6.7, City Treasurer, and per MCL 87.11. Management responsibility for the investment program is delegated to the Finance Director as the City Treasurer. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities or subordinate officials. No person may engage in an investment transaction except as provided under the terms of this policy.

***6.0***

**Investment Procedures** – The process and strategy used by the investment official(s) to coincide with the investment policy.

6.1 The Finance Director as the investment official shall establish a written investment policy for the operation of the investment program. Written procedures and internal

controls for the operation of the investment program shall be consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. All procedures and strategies must be approved by the City of Portage Investment Committee.

***7.0***

**Ethics and Conflicts of Interest** – Conflicts of interests' regulation will regulate investment official(s) ethical behavior and conflicts of interest.

7.1 Investment official(s) involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment official(s) shall disclose to the Finance Director and the investment committee any material financial interests in any financial institutions that conduct business with the City of Portage as well as any large personal financial/investment positions that could be related to the performance of the City of Portage portfolio.

***8.0***

**Authorized Financial Dealers and Institutions** – A set formal process to be used in the selection of dealers/brokers, depositories, and financial institutions

8.1 The Finance Director will maintain a list of financial institutions, dealer/brokers and depositories authorized to provide investment services. The City may conduct investment business only with financial service firms that are on a service provider list reviewed and approved at least annually by the Investment Committee. The list shall be developed by the City and the inclusion of a financial service firm on the list shall be contingent upon criteria set by the City or the Committee that may include, but are not limited to:

References from within the state of Michigan,
Insurance/secured level, ratings,
Financial security, history and stability of the company.

8.2 The City will not do business with any financial institution that does not maintain FDIC, NCUA or SIPC insurance. The City also requires that the entity maintain additional coverage for its portfolio over and above SIPC to cover fraud and/or defalcation in a manner and amount to be evaluated on a case by case basis.

8.3 The total City investment in any one bank or savings and loan must represent less than 1% of the institution's Tier 1 capital.

***9.0***

**Authorized Suitable Investments** – The selection of investment instruments to be allowed for investment purposes.

The City is limited to investments authorized by Public Act 20 of 1943, as amended, and may invest in the following Options/Limitations:

9.1 Certificates of Deposit. The designee of the Finance Director may invest in bank certificates of deposits as defined in MCL 129.16 and in accordance with MCL 129.91 guidelines. Certificates of deposits exceeding the federal insurance amount for that institution can be done following guidelines established by the investment committee.
9.2 U.S. Treasury and Agency obligations.
9.3 Commercial Paper
- 9.3.1 Must be rated by no fewer than two rating firms which are recognized by the Securities and Exchange Commission.
- 9.3.2 Must be rated in the two highest classifications (i.e., A2/P2 or better). "2"-rated commercial paper must be accompanied by an irrevocable letter of credit. Split rated (e.g., A1/P2) or "1" rated commercial paper may be purchased without requiring a letter of credit.
- 9.3.3 The total investment in any one company may not exceed 15% of the total portfolio at the time of purchase, including the proposed pending purchase.
- 9.3.4 The maturity is not more than 270 days after the date of purchase.

9.4 Bankers' Acceptances of United States banks only.
9.5 Repurchase Agreements that are backed by any U.S. Treasury or Agency obligation which the City is allowed to purchase directly.
9.6 Mutual funds and local government investment trusts, bank-sponsored or independently formed, that are comprised of investments which the City is allowed to purchase directly, under the guidelines of PA 20 of 1943 as amended. The stated investment objective of these funds must be to maintain a net asset value of $1.00 per share.
- a) The amount invested in free-standing local government investment pools or trusts, or qualifying mutual funds, may not exceed 50% of the total portfolio at the time of purchase inclusive of the proposed pending purchase.
- b) The amount invested in a qualified mutual fund, pool or trust that is part of the City depository banking contract as an overnight money market investment shall not be subject to any limitations.

9.7 Michigan state and municipal Obligations
Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

**10.0**

**Repurchase Agreements –** A Master Repurchase Agreement must be signed with any bank or dealer looking to enter into a repurchase agreement with the City.

10.1 The investment officer has the ability to negotiate a repurchase agreement with an authorized financial dealer/broker and or financial institution. All agreements must be authorized by the Finance Director and Investment Committee. All agreements must also adhere to the following standards:

10.1.1 All repurchase agreements must comply with PA 20 of the State of Michigan.

10.1.2 The securities of the agreement can be periodically valued by market.

10.1.3 The market value of the securities shall not fall below 101% of market value. Should the value fall below 101% collateral lead, the City will have rights equal to additional cash or securities equal or above 101% level of the original agreement.

10.1.4 The City will have the right to liquidate the agreement in the event of default by the seller.

10.1.5 The City shall retain an independent custodian to retain securities underlying the agreement.

10.1.6 Rights and specifications regarding substitutions of securities shall be determined by the City.

10.1.7 The City has the right to remedial action in the form of reimbursement in the valuation of 101% of original purchase, if there is a violation of the original agreement.

***11.0***

**Investment Pools – Investment pools are allowed by this policy**

11.1 Local government pools organized under Section 4 of Public Act 121 of 1985 are allowable investments per this policy. No more than 50% of the entire investment portfolio of the City may be invested into a single pool at time of purchase. Investment pools shall have the following guidelines:

11.1.1 A signed agreement that all investments will follow eligible investment securities outlined in PA 20 of the State of Michigan.

11.1.2 The Investment Pool will provide, if requested, a statement of investment policy and procedures, a description of interest calculations and disbursements of interest and gains and loss reporting.

11.1.3 The Investment Pool will provide a monthly statement outlining current position and any gains or losses.

11.1.4 The Investment Pool will provide, if requested, to the Finance Director and Investment Committee any general questions they might have regarding: fee schedules, how securities are safeguarded, who is currently invested, investment size, and how often investments are made. Allowable deposit and withdraw size and how often the City is allowed to make deposits and withdraws from the pool, will also be made available upon request.

11.1.5 The Investment Pool will provide to the Finance Director and Investment Committee any audit reports of the Investment Pool.

**12.0**

**Safekeeping and Custody**

12.1 All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the City shall be on a cash (or delivery vs payment) basis. Securities may be held by a third party custodian designated by the Finance Director and evidenced by safekeeping receipts as determined by the Finance Director.

12.2 If holdings or investments in a depository exceeds the Federal Deposit Insurance Corporation coverage or similar coverage, that depository must have a recommended rating from the Bauer financial star ranking system or approval from the Investment Committee.

**13.0**

**Diversification**

13.1 The City will diversify its investments by security type and institution. No financial institution or dealer/broker may have more the 25% of the total portfolio of the City unless otherwise stated in this policy. The following is a table outlying the diversification percentages of each investment allowable by this policy.

**14.0**

**Maximum Securities**

14.1 To the extent possible all investments will attempt to match cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. However, the City may collateralize its repurchase agreement using longer dated investments not to exceed 10 years to maturity.

**15.0**

**Internal Control**

15.1 The Finance Director shall establish as part of the annual process of independent review by the external auditor a review of internal control by assuring compliance with policies and procedures of the City.

**16.0**

**Performance Standards**

| INVESTMENT TYPE | MAXIMUM ALLOWABLE PERCENTAGE |
|---|---|
| **US TREASURY** | 100% |
| **CERTIFICATE OF DEPOSIT** | 60% |
| **COMMERCIAL PAPER** | 70% |
| **MUTUAL FUNDS** | 50% |
| **INVESTMENT POOLS** | 50% |
| **REPURCHASE AGREEMENTS** | 10% |
| **STATE AND MUNICIPAL OBLIGATIONS** | 10% |
| **BANKER ACCEPTANCE** | 10% |

16.1 The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The bench mark to be used for gauging portfolio performance will be based on the US Treasury Bill average fed funds rate.

**17.0**

**Reporting**

17.1 The Investment Official(s) or Finance Director will provide to the Investment Committee a quarterly report which will provide a clear picture of the status of the current investment portfolio. The report will include possible changes in the portfolio structure moving forward and thoughts on current and future investment strategies. Schedules in the quarterly report will also include:

17.1.1 A listing of all securities currently held at the end of the reporting period and sorted by investment category

17.1.2 Average life and final maturity of all investments listed

17.1.3 Coupon, discount or earnings rate

17.1.4 Par Value, Amortized Book Value and Market Value

17.1.5 Percentage of the Portfolio represented by each investment category

Original policy recommended by Investment Committee September 25, 1998, approved by City Council October 6, 1998.
[1] Revisions approved by City Council January 11, 2005
[2] Revisions recommended by Investment Committee March 12, 2008 and approved by City Council April 29, 2008.
[3] Revisions recommended by Investment Committee October 18, 2010 and March 1, 2011 and approved by City Council May 10, 2011.
[4] Revision recommended by Investment Committee June 30, 2015 and approved by City Council August 11, 2015.
[5] Revision recommended by Investment Committee July 21, 2020
[6] Revision recommended by Investment Committee September 3rd, 2020
[7] Revisions adopted by Investment Committee July 7th, 2021

Association of Public Treasurers
of the United States and Canada

July 7, 2021

Mr. Grant Taylor
and Ms. Lauren VanderVeen
City of Portage
Portage, Michigan 49002

Dear Mr. Taylor and Ms. VanderVeen:

The Association of Public Treasurers of the United States & Canada (APT US&C) is pleased to present The City of Portage, Michigan with the Association's Investment Policy Certificate of Excellence Award for your commitment in a establishing a comprehensive investment policy.

Your plaque will be given to you at the Annual Conference in South Bend, Indiana to be recognized in front of your peers and to take back your municipality to proudly display in your office as a testament to your commitment to your profession and your community. We hope you display your award with great pride in knowing how hard you worked to earn the Investment Policy Certification.

Once again, Congratulations!

Sincerely,

Roger Wisecup, CPA, CPFA, ACPFIM
Investment Policy Certification Committee Chairperson

## City of Portage Investment Policy

**Purpose** - It is the policy of the City of Portage to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the city and comply with all Michigan statutes governing the investment of public funds.

This policy is reviewed and approved by the Investment Committee at least annually.

**Scope** - This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the city and include the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds and any new fund established by the city.

**Objectives** - The primary objectives, in priority order, of the city's investment activities shall be:

Safety - The safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Diversification - The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity - The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment - The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

In order to realize the maximum return on investment of cash balances while maintaining the city's funds in a secure manner, the Finance Director is directed to invest the city's money in a diversified portfolio which may consist of certificates of deposit, U.S. Treasury and Agency obligations, commercial paper, bankers' acceptances, repurchase agreements, pooled investment funds, and Michigan state and municipal securities, as directed by, and in compliance with, the State of Michigan's Public Act 20 of 1943, as amended.

General Investment Guidelines:

- The city will utilize a pooling approach to cash balances, which maximizes investment yields and reduces banking fees.
- All cash balances, accounted for in the various funds of the city, are subject to this investment policy, unless specifically excluded by other restrictions such as bond covenants or contractual agreements.[1]
- Investment decisions shall be based on cash flow projections, to be maintained by the Finance Department.[1]
- Although funds shall not be invested longer than the date which the funds must be available to meet city obligations, it is recognized that the city regularly maintains a cash “cushion” which may be invested in longer-term instruments, which is hereby defined as instruments with a term of less than six years.
- The Finance Director will prepare a monthly investment report which will be submitted to the City Manager and Investment Committee. The report shall maintain the pooling of funds theory.
- The investment report shall include the rate that a treasury security of similar length would pay as a benchmark to show the additional return that the non-treasury security yields. [1]
- All securities shall be held in second-party safekeeping, and evidenced by receipts.[1]
- All transactions shall be made with judgment and care, using the “prudent person” standard.[1]
- While exercising due diligence in investment management, Finance staff shall be relieved of personal responsibility for an individual security's credit risk or market price changes.[5]

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**Delegation of Authority to Make Investments**

Authority to manage the investment program is derived from the city charter Chapter 6, Section 6.7, City Treasurer, and per MCL 87.11. Management responsibility for the investment program is delegated to the Finance Director as the City Treasurer, who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Portage Investment Committee. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities or subordinate officials.

**List of authorized investments**

The city is limited to investments authorized by Public Act 20 of 1943, as amended, and may invest in the following Options/Limitations:

1) Certificates of Deposit
    a) The designee of the City manager may invest in bank certificates of deposits as defined in MCL 129.16 and in accordance with MCL 129.91 guidelines. Certificates of deposits exceeding the federal insurance amount for that institution can be done following guidelines established by the investment committee.
2) U.S. Treasury and Agency obligations
3) Commercial Paper
    a) Must be rated by no fewer than two rating firms which are recognized by the Securities and Exchange Commission.
    b) Must be rated in the two highest classifications (i.e., A2/P2 or better). "2"-rated commercial paper must be accompanied by an irrevocable letter of credit. Split rated (e.g., A1/P2) or "1" rated commercial paper may be purchased without requiring a letter of credit.
    c) The total investment in any one company may not exceed 15% of the total portfolio at the time of purchase, including the proposed pending purchase.
    d) The maturity is not more than 270 days after the date of purchase.
4) Bankers' Acceptances of United States banks only.[3]
5) Repurchase Agreements that are backed by any U.S. Treasury or Agency obligation which the city is allowed to purchase directly.
6) Mutual funds and local government investment trusts, bank-sponsored or independently formed, that are comprised of investments which the city is allowed to purchase directly, under the guidelines of PA 20 of 1943 as amended. The stated investment objective of these funds must be to maintain a net asset value of $1.00 per share.[2]
    a) The amount invested in free-standing local government investment pools or trusts, or qualifying mutual funds, may not exceed 50% of the total portfolio at the time of purchase inclusive of the proposed pending purchase.[2, 5]
    b) The amount invested in a qualified mutual fund, pool or trust that is part of the city depository banking contract as an overnight money market investment shall not be subject to any limitations.[2]
7) Michigan state and municipal Obligations
    Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.[5]

Maximum percentage of total portfolio at the time of purchase:

| Instrument | Maximum % by Instrument |
|---|---|
| Certificates of Deposit | 60% |
| U.S. Treasury and Agency obligations | 100% |
| Commercial Paper | 70% |
| Bankers' Acceptances of United States banks | 100% |

| | |
|---|---|
| Repurchase Agreements backed by U.S. Treasury or Agency obligations | 10% |
| Mutual funds and local government investment trusts | 40% |
| Michigan state obligations | 25% |
| Michigan municipal obligations | 5% |

**Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the city shall be on a cash (or delivery vs payment) basis. Securities may be held by a third party custodian designated by the treasurer and evidenced by safekeeping receipts as determined by the treasurer.

Financial Institution Guidelines:

- The city may not invest more than 40% of its surplus funds in or through any one financial institution[3] at the time of purchase[4]. Funds which are already committed, and will be spent based on checks clearing, are not to be considered "surplus funds".
- The total city investment in any one bank or savings and loan must represent less than 1% of the institution's Tier 1 capital.[1]
- The city will not do business with any financial institution that does not maintain FDIC, NCUA or SIPC insurance. The City also requires that the entity maintain additional coverage for its portfolio over and above SIPC to cover fraud and/or defalcation in a manner and amount to be evaluated on a case by case basis.[3]
- The city may conduct investment business only with financial service firms that are on a service provider list reviewed and approved at least annually by the Investment Committee. The list shall be developed by the city and the inclusion of a financial service firm on the list shall be contingent upon criteria set by the city or the Committee that may include, but are not limited to:
  References from within the state of Michigan,
  Insurance/secured level, ratings,
  Financial security, history and stability of the company.[3]

Original policy recommended by Investment Committee September 25, 1998, approved by City Council October 6, 1998.
[1] Revisions approved by City Council January 11, 2005
[2] Revisions recommended by Investment Committee March 12, 2008 and approved by City Council April 29, 2008.
[3] Revisions recommended by Investment Committee October 18, 2010 and March 1, 2011 and approved by City Council May 10, 2011.
[4] Revision recommended by Investment Committee June 30, 2015 and approved by City Council August 11, 2015.
[5] Revision recommended by Investment Committee July 21, 2020

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Board and Commission Interview Session

**SUPPORTING PERSONNEL:** Erica Eklov, City Clerk

**ACTION RECOMMENDED:** Set a Special Meeting on Tuesday, October 5, 2021, beginning at 5:15 p.m., to interview Board and Commission applicants.

The City of Portage relies upon citizen participation on many Boards and Commissions that help to serve the community. The advice received from these groups assists the City Council and City Administration in making Portage *A Natural Place to Move!* These citizens provide the talent and experience needed to meet the diverse challenges facing the community. Interviews of Board and Commission applicants are performed each year in January, May and October.

As reflected in the attached Board and Commission Vacancy Summary, and per the Policy for Appointments to Citizen Advisory Boards, Council will interview applicants to fill vacancies on the following Boards and Commissions:

| Board or Commission | Expiring Terms and Vacancies |
|---|---|
| EDC/TIFA and BRA | 1 expiring terms |
| Environmental Board | 2 expiring terms, 3 vacancies |
| Historic District Commission | 3 expiring terms |
| Human Services Board | 2 expiring terms, 1 vacancy |
| Park Board | 3 expiring terms, 1 vacancy |
| Senior Citizens Advisory Board | 3 expiring terms, 1 vacancy, 1 alternate vacancy |
| Zoning Board of Appeals | 2 alternate vacancies |
| Planning Commission | 1 vacancy |

Therefore, it is recommended that the City Council set a Special Meeting on Tuesday, October 5, 2021, beginning at 5:15 p.m., to interview Board and Commission applicants.

**FUNDING:** Not Applicable

**Attachments:** 1. Board Vacancy Summary

# October 5, 2021 Board & Commission Interviews

| | Interviews | | | | | | | | | | Appointed: | End of Term: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Able to Attend? | **Applicants:** | | Environmental Board<br>3 vacancies, 2 expiring terms | Human Services Board<br>1 vacancy, 2 expiring terms | Park Board<br>1 vacancy, 3 expiring terms | Sr Citizen's Advisory Board<br>1 vacancy, 1 alt vacancy 3 expiring terms | Zoning Board of Appeals<br>2 alt vacancies | Planning Commission<br>1 vacancy | Historic District Commission<br>3 expiring terms | EDC_TIFA<br>1 expiring terms | | |
| | Vacant | | Vacancy | | | | | | | | | 10/1/2022 |
| | Vacant | | Vacancy | | | | | | | | | 10/1/2023 |
| | Vacant | | Vacancy | | | | | | | | | 10/1/2023 |
| | Jerry | Kroehn | Member | | | | | | | | 10/6/2015 | 10/1/2021 |
| | Thomas | Shaffer, Chr. | Member | | | | | | | | 10/9/2018 | 10/1/2021 |
| | Vacant | | | Vacancy | | | | | | | | 10/1/2021 |
| | Timothy | Henson | | Member | | | | | | | | 10/1/2021 |
| | Alice | Mwanda | | Member | | | | | | | | 10/1/2021 |
| | Vacant | | | | Vacancy | | | | | | | 10/1/2022 |
| | Daniel | Jassim | | | Member | | | | | | 1/8/2019 | 10/1/2021 |
| | Timothy | Young | | | Member | | | | | | 10/9/2018 | 10/1/2021 |
| | Dawn | Smith | | | Member | | | | | | 5/25/2021 | 10/1/2021 |
| | Vacant | | | | | Vacancy | | | | | | 10/1/2023 |
| | Vacant- Alternate | | | | | Vacancy | | | | | | 10/1/2020 |
| | John | Lobo | | | | Member | | | | | 10/9/2018 | 10/1/2021 |
| | Gertrude "Trudy" | Riker | | | | Member | | | | | 10/9/2012 | 10/1/2021 |
| | William R | Wieringa | | | | Member | | | | | 10/6/2015 | 10/1/2021 |
| | Vacant- Alternate | | | | | | Vacancy | | | | | 2/28/2020 |
| | Vacant- Alternate | | | | | | Vacancy | | | | | 2/28/2021 |
| | Vacant | | | | | | | Vacancy | | | | 5/31/2022 |
| | Nick | Meyle | | | | | | | Member | | 10/1/2019 | 12/31/2021 |
| | Suzanne M. | Nemeth, V. Chr | | | | | | | Member | | 10/9/2012 | 12/31/2021 |
| | Katie | vanLonkhuyzen, Chr. | | | | | | | Member | | 10/6/2009 | 12/31/2021 |
| | Keith | Lewandowski | | | | | | | | Member | 1/1/2010 | 12/31/2021 |

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager
Michael Carroll, Deputy City Manager

**SUBJECT:** Local Officers Compensation Commission (LOCC) Report

**SUPPORTING PERSONNEL:** Erica Eklov, City Clerk

**ACTION RECOMMENDED:** Receive the report from the Local Officers Compensation Commission.

The Code of Ordinances, Chapter 2 - Division 5, establishes a Local Officers Compensation Commission (LOCC) and its duties. The LOCC, which is required to meet every odd-year, met on July 28, 2021, to consider City Council compensation. The LOCC is composed of Commissioners Betty Lee Ongley, Mike Stoddard, Paul Summers, Gary Roberts, Ryan Thomas, Stacey Randolph Ledbetter, and Larry Lutz. The attached report from the LOCC to City Council determines that the annual compensation for the Mayor and City Councilmembers will remain the same for the next two years.

For informational purposes, according to section 117.5c of the State of Michigan Home Rule City Act, the determinations of the LOCC are effective 30 days following the formal filing with the City Clerk on July 28, 2021, unless rejected by a two-thirds majority of the members of City Council. In the case of rejection, the current salaries prevail. The LOCC will meet again in 2023.

**FUNDING:** Not Applicable.

**Attachments:**
1. 2021 LOCC Report
2. 2021 07 28 LOCC Minutes - DRAFT

**To:** Mayor Randall and the Portage City Council **Date:** July 28, 2021
**From:** Local Officers Compensation Commission
**Subject:** Elected Official Compensation Review

**Commission Officers:**
Betty Ongley, Chairperson

**Commission Members:**
Betty Lee Ongley, Mike Stoddard, Paul Summers, Gary Roberts, Ryan Thomas, Stacey Randolph Ledbetter, and Larry Lutz

## Background

The Local Officers Compensation Commission (LOCC) is appointed by the Mayor as established by City Ordinance to "determine the salaries of all local elected officials."

## Compensation History

Following is a brief history of the compensation received by the Portage City Council and Mayor:

- $20 per meeting as of – and prior to – April 1975 for the Councilmembers and the Mayor.
- $25 per meeting as of April 25, 1975, for the Councilmembers and the Mayor.
- $1300 per year for Councilmembers and $2,300 per year for the Mayor as of August 2, 1977.
- $4,000 per year for Councilmembers and $6,000 per year for the Mayor as of March 1991.
- $5,000 per year for Councilmembers and $7,500 per year for the Mayor as of June 2007.
- In June of 2009, 2011, 2013 and August of 2015, it was determined that there should be no change to the compensation of $5,000 per year for Councilmembers and $7,500 per year for the Mayor.
- August 2017 increased City Councilmembers and the Mayor by $1,000 annually to totals of $6,000 per year and $8,500 per year.
- September 2019 increased the annual compensation for Mayor by $1,000 to a total of $9,500 and to increase the annual compensation for City Councilmembers by $1,000 to a total of $7,000.

## Commission Discussion

The commission believes there exists a need to fairly compensate the Mayor and the City Councilmembers. The LOCC discussed residential growth versus commercial growth, property taxes, and State Equalized Value (SEV) comparisons. They further discussed the existing electronics stipend and Commissioners noted the current stipend is still within the 70-80% of all surveyed compensation. There was further discussion regarding the effects of the COVID-19 pandemic and the city's efforts for a balanced budget.

**Commission Determination**

After discussion and deliberation on the subject for which the LOCC is charged, it is the determination of the commission that the compensation of City Councilmembers and the Mayor remain the same for the period of the following two years, until the next such time the Commission meets and the total financial effects of the COVID-19 pandemic can be better evaluated.

**LOCAL OFFICERS COMPENSATION COMMISSION MEETING MINUTES**
**JULY 28, 2021**

The Meeting was called to order at 4:00 p.m.

The following members were present: Betty Lee Ongley, Paul Summers, Mike Stoddard, Ryan Thomas, Stacey Randolph Ledbetter and Larry Lutz. Gary Roberts was absent with excuse. Staff Liaison Tammy Durian and City Clerk Erica Eklov were also present.

**ELECTION OF CHAIRPERSON**

Verbal consensus of the board was to retain Betty Ongley as Chairperson.

**APPROVAL OF THE MINUTES**

Motion by Lutz, seconded by Stoddard, to approve the minutes of the September 4, 2019 meeting of the Local Officers Compensation Commission (LOCC). Motion carried 6-0.

**STATEMENTS OF CITIZENS**

There were no statements offered by citizens.

Ms. Randolph Ledbetter disclosed a conflict of interest due to her relationship with Councilmember Vic Ledbetter and noted that she would be abstaining from further voting.

**NEW BUSINESS – REVIEW OF CITY COUNCIL AND MAYOR SALARIES**

The members were directed to the supplementary meeting documents that included a survey of compensation rates from local municipalities.

Mr. Thomas asked for inclusion of a budget expenditure and revenue in future surveys.

Ms. Ongley inquired about electronics and what is provided to the City Council. City Clerk Eklov responded that a stipend is available to City Council for the use of their personal cell phone, and City iPads are available to use during meetings.

Mr. Stoddard suggested refraining from providing City Council with a 2021 increase due to financial uncertainties as a result of the COVID 19 pandemic.

Commissioners discussed residential growth versus commercial growth, property taxes, and State Equalized Value (SEV) comparisons. Ms. Randolph Ledbetter noted that SEV progression is available in the City Budget document. Additional discussion included budgets, fiscal year comparison, Capital Improvement Projects and allocation of COVID funding.

Mr. Stoddard confirmed that the City Budget is balanced, and Mr. Lutz shared that the current stipend is still within the 70-80% of all surveyed compensation.

Mr. Summers provided background regarding prior LOCC wage increases.

Motion by Lutz, seconded by Thomas, to make no changes to the existing Mayor and City Council salaries and review again in two years. Upon a voice vote, motion carried 5 - 0 (Randolph Ledbetter abstained and Mr. Roberts absent).

Clerk Eklov reviewed the proposed updates to the draft report to City Council and shared that it would be placed on the City Council agenda of the August 10, 2021 Regular City Council Meeting.

**ADJOURNMENT:** The meeting adjourned at 4:27 p.m.

_____

Tammy Durian, Deputy City Clerk /
Staff Liaison to the LOCC

DRAFT

PORTAGE
A Natural Place to Move

**MATERIALS TRANSMITTED**

Wednesday, August 4, 2021

1. Communication from the Deputy City Manager regarding the Bi-Monthly Financial Report – Information Only.

Adam Herringa, Deputy City Manager

cc Michael Carroll, Deputy City Manager

**TO:** Honorable Mayor and City Council

**FROM:** Adam Herringa, Deputy City Manager

**SUBJECT:** Bi-Monthly Financial Report

**SUPPORTING PERSONNEL:** Lauren VanderVeen, Finance Director

Prudent practices require that the governing body be periodically apprised of the ongoing financial status of city operations. Attached is a report of revenue and expenditure levels as compared to budget through the most recently completed bi-weekly period.

**Attachments:** June 30, 2021 Financial Report

| Fund DESCRIPTION | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY | 100% Percent of Amended Collected/Used |
|---|---|---|---|---|
| REVENUES | | | | |
| Totals for dept 0000 - | 24,708,791 | 24,876,791 | 28,027,410 | 113% |
| Totals for dept 1720 - City Manager | 500 | 500 | 0 | 0% |
| Totals for dept 2053 - Finance Treasury | 1,500 | 1,500 | 1,328 | 89% |
| Totals for dept 2110 - Technology Services | 0 | 0 | 2,583 | 0% |
| Totals for dept 2133 - Public Information | 215,000 | 215,000 | 0 | 0% |
| Totals for dept 2415 - City Clerk | 197,050 | 197,050 | 160,207 | 81% |
| Totals for dept 2491 - City Clerk Elections | 25,000 | 65,155 | 80,744 | 124% |
| Totals for dept 2865 - Parks Maintenance | 2,000 | 2,000 | 1,722 | 86% |
| Totals for dept 2876 - Cemeteries | 68,000 | 68,000 | 68,019 | 100% |
| Totals for dept 2877 - Parks & Rec - Parks | 65,500 | 65,500 | 30,910 | 47% |
| Totals for dept 2878 - Parks & Rec - Kalamazoo In Bloom | 0 | 0 | 0 | 0% |
| Totals for dept 2881 - Parks & Rec - Farmers Market | 9,100 | 9,100 | 4,128 | 45% |
| Totals for dept 2882 - Parks & Rec - Team Sports | 120,000 | 120,000 | 34,156 | 28% |
| Totals for dept 2885 - Parks & Rec - Programs | 7,050 | 7,050 | 15,341 | 218% |
| Totals for dept 2886 - Parks & Rec - Ramona Park | 59,600 | 59,600 | 37,360 | 63% |
| Totals for dept 2887 - Parks & Rec - Special Events | 17,000 | 17,000 | 19,964 | 117% |
| Totals for dept 2888 - Parks & Rec - Millennium Park | 47,800 | 47,800 | 0 | 0% |
| Totals for dept 3005 - Police Administration | 152,700 | 152,700 | 124,133 | 81% |
| Totals for dept 3010 - Police Patrol | 1,500 | 1,500 | 3,780 | 252% |
| Totals for dept 3021 - Police Training-Grant Funded | 9,000 | 9,000 | 6,188 | 69% |
| Totals for dept 3030 - Police Public Safety Dispatch/ts | 9,800 | 9,800 | 19,853 | 203% |
| Totals for dept 3050 - Police Drug Law Enforcement | 1,000 | 1,000 | 0 | 0% |
| Totals for dept 3065 - Police Facility Management | 70,000 | 70,000 | 70,000 | 100% |
| Totals for dept 3310 - Fire Admin | 100 | 100 | 0 | 0% |
| Totals for dept 3340 - Fire Prevention | 1,000 | 1,000 | 1,520 | 152% |
| Totals for dept 3710 - Comm Dev Building Services | 700,000 | 700,000 | 715,446 | 102% |
| Totals for dept 3720 - Comm Dev Planning & Development | 60,000 | 60,000 | 43,197 | 72% |
| Totals for dept 3730 - Comm Dev Neighborhood Services | 189,500 | 189,500 | 156,850 | 83% |
| Totals for dept 6720 - Senior Center | 199,576 | 214,576 | 114,618 | 53% |
| Totals for dept 6721 - Senior Center Trips | 394,000 | 394,000 | (718) | 0% |
| Totals for dept 6722 - Senior Center Activities | 15,000 | 15,000 | 2,710 | 18% |
| Totals for dept 6725 - Aging Mastery Program | 1,000 | 6,000 | 5,000 | 83% |
| Total Revenues- General Fund | 27,348,067 | 27,576,222 | 29,746,449 | 108% |

| Fund | DESCRIPTION | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY | 100% Percent of Amended Collected/Used |
|---|---|---|---|---|---|
| EXPENDITURES | | | | | |
| Totals for dept 1001 - City Council | | 92,955 | 92,955 | 81,792 | 88% |
| Totals for dept 1085 - City Council-Human Services | | 174,234 | 174,234 | 107,238 | 62% |
| Totals for dept 1720 - City Manager | | 794,795 | 838,252 | 825,771 | 99% |
| Totals for dept 2001 - Finance Accounting | | 321,078 | 321,078 | 307,093 | 96% |
| Totals for dept 2002 - Finance & Budget | | 364,261 | 364,261 | 231,531 | 64% |
| Totals for dept 2053 - Finance Treasury | | 211,778 | 208,465 | 172,338 | 83% |
| Totals for dept 2110 - Technology Services | | 818,635 | 818,635 | 770,804 | 94% |
| Totals for dept 2133 - Public Information | | 465,499 | 471,812 | 422,767 | 90% |
| Totals for dept 2209 - Assessor | | 520,464 | 520,464 | 470,141 | 90% |
| Totals for dept 2247 - Assessor Board Of Review | | 37,163 | 37,163 | 24,882 | 67% |
| Totals for dept 2310 - Attorney | | 250,937 | 250,937 | 226,063 | 90% |
| Totals for dept 2415 - City Clerk | | 163,857 | 163,857 | 157,165 | 96% |
| Totals for dept 2416 - City Clerk Records Management | | 66,297 | 66,297 | 69,595 | 105% |
| Totals for dept 2491 - City Clerk Elections | | 264,368 | 304,523 | 304,465 | 100% |
| Totals for dept 2610 - Human Resources | | 657,960 | 657,960 | 573,237 | 87% |
| Totals for dept 2733 - Purchasing | | 85,800 | 85,800 | 70,758 | 82% |
| Totals for dept 2734 - Purchasing Risk Management | | 25,429 | 25,429 | 16,704 | 66% |
| Totals for dept 2865 - Parks Maintenance | | 1,344,835 | 1,344,835 | 1,095,894 | 81% |
| Totals for dept 2876 - Cemeteries | | 70,201 | 70,201 | 57,183 | 81% |
| Totals for dept 2877 - Parks & Rec - Parks | | 689,738 | 692,488 | 631,886 | 91% |
| Totals for dept 2878 - Parks & Rec - Kalamazoo In Bloom | | 15,000 | 15,000 | 15,000 | 100% |
| Totals for dept 2880 - Parks & Rec - Rec Admin | | 212,462 | 209,712 | 184,980 | 88% |
| Totals for dept 2881 - Parks & Rec - Farmers Market | | 22,635 | 22,635 | 23,871 | 105% |
| Totals for dept 2882 - Parks & Rec - Team Sports | | 68,957 | 68,957 | 35,071 | 51% |
| Totals for dept 2885 - Parks & Rec - Programs | | 42,295 | 42,295 | 29,951 | 71% |
| Totals for dept 2886 - Parks & Rec - Ramona Park | | 158,726 | 158,726 | 114,736 | 72% |
| Totals for dept 2887 - Parks & Rec - Special Events | | 129,103 | 129,103 | 86,802 | 67% |
| Totals for dept 2888 - Parks & Rec - Millennium Park | | 91,655 | 91,655 | 26,976 | 29% |
| Totals for dept 3005 - Police Administration | | 1,226,781 | 1,160,414 | 713,016 | 61% |
| Totals for dept 3006 - Police Youth Services | | 525,441 | 529,191 | 469,031 | 89% |
| Totals for dept 3007 - Police Investigation | | 710,632 | 716,382 | 671,885 | 94% |
| Totals for dept 3010 - Police Patrol | | 6,108,429 | 6,219,579 | 5,508,055 | 89% |

| Fund | DESCRIPTION | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY | 100% Percent of Amended Collected/Used |
|---|---|---|---|---|---|
| Totals for dept 3020 - Police Training | | 328,778 | 333,982 | 208,058 | 62% |
| Totals for dept 3021 - Police Training-Grant Funded | | 9,000 | 9,000 | 2,545 | 28% |
| Totals for dept 3030 - Police Public Safety Dispatch/ts | | 69,619 | 69,619 | 54,543 | 78% |
| Totals for dept 3031 - Police Emergency Sirens | | 23,676 | 23,676 | 6,375 | 27% |
| Totals for dept 3040 - Police Records & PST | | 675,952 | 675,952 | 655,719 | 97% |
| Totals for dept 3050 - Police Drug Law Enforcement | | 341,060 | 344,060 | 314,253 | 91% |
| Totals for dept 3065 - Police Facility Management | | 270,993 | 270,993 | 177,938 | 66% |
| Totals for dept 3090 - Police KCCDA support | | 756,793 | 756,793 | 378,397 | 50% |
| Totals for dept 3310 - Fire Admin | | 728,028 | 782,885 | 692,925 | 89% |
| Totals for dept 3320 - Fire Operations | | 4,033,702 | 4,106,546 | 3,831,315 | 93% |
| Totals for dept 3330 - Fire On Call Firefighters | | 95,308 | 100,308 | 68,630 | 68% |
| Totals for dept 3331 - Fire Emergency Operations | | 4,950 | 4,950 | 2,078 | 42% |
| Totals for dept 3340 - Fire Prevention | | 140,913 | 140,913 | 117,199 | 83% |
| Totals for dept 3350 - Fire Training | | 216,263 | 213,007 | 166,944 | 78% |
| Totals for dept 3365 - Fire Facility Management | | 443,781 | 443,781 | 350,317 | 79% |
| Totals for dept 3710 - Comm Dev Building Services | | 595,810 | 642,810 | 599,200 | 93% |
| Totals for dept 3720 - Comm Dev Planning & Development | | 392,760 | 372,760 | 245,397 | 66% |
| Totals for dept 3730 - Comm Dev Neighborhood Services | | 404,006 | 377,006 | 262,830 | 70% |
| Totals for dept 3765 - Comm Dev Building Maintenance | | 238,004 | 238,004 | 204,774 | 86% |
| Totals for dept 4210 - City-wide Services | | 712,689 | 730,689 | 730,733 | 100% |
| Totals for dept 6050 - Contagious Diseases | | 0 | 79,489 | 66,736 | 84% |
| Totals for dept 6720 - Senior Center | | 411,215 | 430,215 | 336,412 | 78% |
| Totals for dept 6721 - Senior Center Trips | | 406,396 | 406,396 | 31,345 | 8% |
| Totals for dept 6725 - Aging Mastery Program | | 1,200 | 2,200 | 1,110 | 50% |
| Totals for dept 6740 - Senior Center Transition | | 0 | 0 | 19 | 0% |
| Totals for dept 9610 - Transfers Out | | 617,000 | 617,000 | 617,000 | 100% |
| TOTAL EXPENDITURES - GENERAL FUND | | 28,650,296 | 29,046,329 | 24,619,473 | 85% |
| 202 | Major Street Fund- Revenues | 5,120,098 | 5,120,098 | 4,338,198 | 85% |
| | Major Street Fund- Expenditures | 5,090,545 | 5,279,460 | 3,704,005 | 70% |
| 203 | Local Street Fund- Revenues | 1,850,283 | 1,850,283 | 1,312,564 | 71% |
| | Local Street Fund- Expenditures | 1,821,280 | 1,873,715 | 1,162,537 | 62% |

07/21/2021 BUDGET REPORT FOR CITY OF PORTAGE

Calculations as of 06/30/2021***

| Fund | DESCRIPTION | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY | 100% Percent of Amended Collected/Used |
|---|---|---|---|---|---|
| 204 | Municipal Street Fund- Revenues | 1,551,700 | 1,551,700 | 1,657,257 | 107% |
| | Municipal Street Fund- Expenditures | 1,608,000 | 1,608,000 | 1,608,000 | 100% |
| 223 | Curbside Recycling- Revenues | 626,500 | 626,500 | 634,761 | 101% |
| | Curbside Recycling- Expenditures | 742,758 | 742,758 | 605,091 | 81% |
| 226 | Leaf Pickup/Spring Cleanup- Revenues | 643,000 | 643,000 | 644,593 | 100% |
| | Leaf Pickup/Spring Cleanup- Expenditures | 850,632 | 859,138 | 429,243 | 50% |
| 230 | CDBG Program Income Fund- Revenues | 125,000 | 125,000 | 87,121 | 70% |
| | CDBG Program Income Fund- Expenditures | 125,000 | 125,000 | 123,499 | 99% |
| 252 | West Lake Weed Mgmt- Revenues | 36,050 | 36,050 | 106 | 0% |
| | West Lake Weed Mgmt- Expenditures | 32,500 | 32,500 | 26,425 | 81% |
| 296 | Community Development Block Grant- Rev | 221,794 | 456,535 | 124,805 | 27% |
| | Community Development Block Grant- Exp | 221,794 | 456,535 | 207,000 | 45% |
| 298 | Cable Television Fund- Revenues | 767,215 | 767,215 | 558,599 | 73% |
| | Cable Television Fund- Expenditures | 766,663 | 878,463 | 418,777 | 48% |
| 400 | Capital Improvement General- Revenues* | 29,340,000 | 21,335,752 | 24,366,835 | 114% |
| | Capital Improvement General- Expenditures* | 62,084,419 | 43,346,192 | 16,486,858 | 38% |
| 490 | Capital Improvement Sewer- Revenues* | 3,240,000 | 5,515,000 | 0 | 0% |
| | Capital Improvement Sewer- Expenditures* | 5,850,000 | 2,820,121 | 138,707 | 5% |
| 491 | Capital Improvement Water- Revenues* | 6,950,000 | 10,601,974 | 0 | 0% |
| | Capital Improvement Water- Expenditures* | 11,360,000 | 9,123,522 | 2,679,326 | 29% |
| 590 | Sewer Fund- Revenue | 9,234,691 | 9,234,691 | 8,229,702 | 89% |
| | Sewer Fund- Expenditures | 8,500,093 | 8,552,206 | 7,479,301 | 87% |
| 591 | Water Fund- Revenues | 6,811,397 | 6,811,397 | 6,923,986 | 102% |
| | Water Fund- Expenditures | 5,907,131 | 6,007,605 | 5,670,980 | 94% |
| TOTAL REVENUES - ALL FUNDS** | | 93,865,795 | 92,251,417 | 78,624,976 | |
| TOTAL EXPENDITURE - ALL FUNDS** | | 133,611,111 | 110,751,544 | 65,359,222 | |

** The Capital Improvement Program uses project-length budgets, original is current fiscal year, amended budgets of prior year projects continued.*

***Debt Service and Internal Service Funds not included.*

****Balances are not final. Year-end entries are still being completed.*

**TO:** Portage City Council

**FROM:** Patricia M. Randall, Mayor

**SUBJECT:** Acting City Manager Appointment

**ACTION RECOMMENDED:** Approve the appointment of Adam Herringa to the position of Acting City Manager.

I am pleased to recommend that Deputy City Manager Adam Herringa be appointed to the position of Acting City Manager effective Wednesday, August 11, 2021. Mr. Herringa has been employed by the city for seventeen (17) years. Mr. Herringa first served as Assistant to the City Manager. He was then promoted to Deputy City Clerk and then City Clerk. As a matter of succession planning, Mr. Herringa was appointed Deputy City Manager I/City Clerk when it became known that the prior Deputy City Manager was planning for his eventual retirement. Mr. Herringa was ultimately promoted to Deputy City Manager. Adam's performance in each of these roles has been stellar and he has consistently demonstrated professionalism and the ability to rise to new challenges.

Mr. Herringa holds a Bachelor's of Arts degree in Political Theory and Constitutional Democracy from Michigan State University and a Masters of Public Administration from American University in Washington, D.C. His prior experience includes selection to the Washington, DC, Capital City Fellows program, a prestigious management training program designed to develop future leaders in the public sector and as the Management Analyst at the Department of Public Works for the District of Columbia.

Mr. Herringa has many ties to the City of Portage and has been a resident for over 16 years. He is married and has two children in the Portage Public School system. In addition to coaching Little League softball for many years, Mr. Herringa graduated from the MSU Master Gardener program in 2017 and volunteers with Kalamazoo in Bloom and served on the Kalamazoo County Substance Abuse Task Force starting in 2015 (spending the last three years as chairperson). Mr. Herringa is also a graduate of the Southwest Michigan First Leadership Kalamazoo program. One of his proudest accomplishments at the City of Portage has been the growth and development of the Youth Advisory Committee and the engagement of youth in learning about local government.

Mr. Herringa is fully trained and capable of serving as the Acting City Manager and receives my full support as the city continues to move forward.

**FUNDING:** Funding is available in the current fiscal year budget.

**Attachments:** 1. Acting City Manager Agreement 8.5.21

## Acting City Manager Agreement

This Agreement is entered into and is effective as of August _____, 2021 (the "Effective Date"), by and between the City of Portage, a Michigan municipal corporation, with its principal place of business at 7900 S. Westnedge Ave., Portage, MI 49002 (hereinafter the "City") and Adam Herringa, whose principal place of residence is at _____ (hereinafter "Herringa").

### Recitals

Whereas, prior to the Effective Date, Herringa was employed by the City as a Deputy City Manager. As a Deputy City Manager, Herringa was entitled to the benefits afforded to the Deputy City Manager position.

Whereas, the City Council is desirous of employing Herringa to act as and perform the duties of the Acting City Manager.

Whereas, Herringa is agreeable to performing the duties of Acting City Manager under the terms and conditions of this Agreement.

Whereas, the City operates on a City Manager form of government and the City Charter specifies the City Manager's authorities, duties and powers.

Whereas, it is the desire of the City and Herringa to enter into an Employment Agreement concerning compensation, benefits, terms and conditions of employment as the Acting City Manager and to serve the following purposes:

A. To retain Herringa to perform services in a professional manner and to provide him compensation and employment benefits which will induce Herringa to remain in the employment of the City as Acting City Manager for the period of time specified herein;

B. To assure Herringa that, except as provided hereinafter, upon his termination as Acting City Manager, he shall return to the performance of his duties as the Deputy City Manager earning the same salary and enjoying the same benefits he would have earned and enjoyed, respectively, had he remained employed as the Deputy City Manager during the term of this Agreement; and

C. To reserve to the City, however, a fair and just means of (i) terminating the employment of Herringa as Acting City Manager in the event that Herringa, for any reason, becomes unable or unwilling to discharge fully the duties of the office of Acting City Manager, or (ii) terminating the employment of Herringa as Acting City Manager in the exercise of the right of the City Council to fill the position of City Manager as the Council sees fit, and in all events to reserve to the City the right and ability to terminate Herringa's position as Acting City Manager at the will of the City Council when the position of City Manager is filled by a permanent employee.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**AGREEMENT**

1. EMPLOYMENT. City hereby employs Herringa, and Herringa hereby accepts employment with the City in the position of Acting City Manager, on the terms and conditions and for the compensation herein set forth.

2. SCOPE OF DUTIES AND SERVICES.

a) Under the terms and conditions of this Agreement, Herringa shall personally provide all the services and duties ordinarily performed by the City Manager for the City under the direction and control of the City Council and as set forth in the City Charter and other applicable written policies and rules. Among other things, Herringa has the authority to interview, hire and fire employees, and direct the workforce subject to the specific limitations set forth in the City Charter and other applicable written policies and rules. Herringa shall perform his obligations and responsibilities diligently within the time parameters indicated by the City Council, applying the highest degree of professionalism, ethics, integrity and competency to the discharge of every aspect of his obligations.

b) Herringa shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under Michigan law.

c) Herringa agrees to remain in the exclusive employ of the City during the term of this Agreement. Herringa shall dedicate his full energies and qualifications to his employment as the Acting City Manager, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Council.

3. TERM. The term of this Agreement shall begin on the Effective Date and shall terminate eight months from the Effective Date of this Agreement ("Expiration Date"); provided, however, that this Agreement may be terminated prior to said Expiration Date in accordance with the terms and conditions of this Agreement. Under no circumstances shall this Agreement be effective after the Expiration Date unless the parties agree in writing to extend this Agreement under terms and conditions mutually satisfactory to the parties.

4. COMPENSATION. For the services to be provided pursuant to this Agreement, Herringa shall receive the following compensation and benefits:

a) Compensation. Employee shall be paid an annual base salary of one hundred sixty-five thousand dollars and no cents ($165,000.00). Thereafter, Employee's base salary shall be increased by the same percentage and at the same time any discretionary across-the-board increase is granted to the

City's exempt non-union employees. Herringa's salary shall be payable in installments at the same time as other management employees of the City and in accordance with established City procedures.

b) General Benefits. Except as may be otherwise provided herein, Herringa shall be provided the compensation and benefits offered to all other department heads as provided for in the City's Personnel Rules and Procedures. As used herein, benefits include but are not necessarily limited to, vacation, sick leave, holidays, administrative leave, compensation time, retirement, health insurance, dental insurance, car allowance, long-term disability insurance, and life insurance. Herringa shall not be compensated for any hours worked overtime because Herringa is exempt from overtime under the Federal Fair Labor Standards Act.

c) Automobile. Herringa's duties require that he have continuously available transportation for business or related purposes. Herringa shall provide his own vehicle for his normal business and personal use. Herringa shall retain the same vehicle stipend and promotions as provided to him in the role of Deputy City Manager.

d) Expense Reimbursement.

i. The City recognizes that certain general expenses, dues, subscriptions, travel and subsistence expenses are reasonably incurred by Herringa in the performance of job-related activities, functions, meetings, professional development, and professional conferences such as the annual International City Manager's Association and Michigan Municipal League conferences. The City agrees to budget and pay for or reimburse the Employee for these expenses; provided, however, that the amount paid under this subsection (d)(i) shall be limited by the amount the Council budgets for such expenditures.

ii. City agrees to reimburse Herringa for expenses related to educational courses, short courses, executive coaching, seminars and institutes that will benefit the City and improve Herringa's professional abilities; provided, that any such reimbursements may not exceed the amount the Council budgets for such expenditures.

e) Cash Out of Accrued Leave. Herringa shall retain the rights he enjoyed as the Deputy City Manager in terms of the timing of his right to "cash out" accrued but unused leaves. However, the hourly rate upon which the amount of said "cash out" is to be calculated shall be based on the time served in each position.

5. REINSTATEMENT AS DEPUTY CITY MANAGER -- Notwithstanding anything to the contrary stated herein, during the term of this Agreement, Herringa may, upon

giving the City thirty (30) days' advance written notice, resign his position as Acting City Manager and return to the position of and be reinstated as the Deputy City Manager. Upon his reinstatement as the Deputy City Manager, he shall enjoy those benefits set forth in and be subject to the terms and conditions afforded to the position.

a) In the event that Herringa returns to the position of and is reinstated as the Deputy City Manager for any reason hereunder, Herringa's salary and benefits shall be adjusted to match that which would have been in effect at the time he is so reinstated had he not entered into this Agreement and had, during the term of this Agreement, retained and performed the duties of his position as Deputy City Manager. Any benefits or rights that he enjoyed as the Acting City Manager shall terminate upon his resumption of his Deputy City Manager position. Under such circumstances, it shall be presumed that during the term of this Agreement, Herringa did not and would have not received any salary increases as the Deputy City Manager as a result of any performance evaluations.

b) During the term of this Agreement, the Deputy City Manager position shall be considered a temporary position, and, in the event that Herringa determines that said position should be filled in his absence, it shall be communicated as such. It shall have a term lasting no longer than eight months from the Effective Date of this Agreement and shall be terminable at will. It shall be subject to a written employment agreement or contract containing, at a minimum, the terms specified herein. The person ("hiree"), if any, hired to fill said temporary position, shall be informed in writing that Herringa has the right to "bump" said hiree out of the Deputy City Manager's position should Herringa' s employment as Acting City Manager terminate and Herringa therefore be entitled to be reinstated to said Deputy City Manager position.

6. TERMINATION AND RESIGNATION

a) Unless sooner terminated hereunder, Herringa's employment as the Acting City Manager shall terminate on the Expiration Date. However, the parties may extend the term of this Agreement if, prior to the Expiration Date, the parties renew or extend this Agreement in writing. Except as is provided hereinafter, upon the City Council's termination of Herringa's employment as Acting City Manager or immediately following the Expiration Date without this Agreement having been renewed or extended as aforesaid, Herringa shall have the right to be reinstated to the position of Deputy City Manager under the same terms and conditions set forth in Section 5(a), above.

b) Notwithstanding the foregoing to the contrary, if Herringa is terminated as the Acting City Manager for any or all of the reasons set forth below, then: (i) he shall not be entitled to be reinstated as the Deputy City Manager, and (ii) he shall not be entitled to any severance pay:

i. conviction of any criminal offense involving moral turpitude, provided that Herringa may be placed on administrative leave without pay should he be charged with such a crime or crimes;

ii. willful destruction, theft, misappropriation, or misuse of City property;

iii. intoxication on duty, whether by alcohol or non-prescriptive drugs;

iv. fraud or dishonesty in securing this appointment;

v. violation of State or federal discrimination laws concerning race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex or age concerning either members of the general public or City employees;

vi. willful or unlawful retaliation against any other City official or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto; or

vii. refusal to comply with any lawful direction, decision or order given or made by a majority of the City Council.

viii. If, upon the termination of this Agreement, Herringa receives any cash settlement from the City related to that termination, Herringa shall fully reimburse the City the amount of said cash settlement if he is convicted of a crime involving an abuse of the office of Acting City Manager. Said reimbursement shall be paid to the City within thirty (30) days after said conviction becomes final and is no longer subject to any appeal.

7. BONDING. City shall bear the full cost of any fidelity or other bond required of Herringa as the Acting City Manager under any law or ordinance.

8. PERFORMANCE EVALUATIONS. The City Council and Herringa may define such goals and performance objectives which they determine necessary for the proper operation of the City or the attainment of the City Council's policy objectives, and the City Council and Herringa shall further establish a relative priority among those various goals and objectives to be reduced to writing. These objectives shall be obtainable generally within the time limits as specified and within the annual operating budgets and appropriations provided. The achievement of these goals and performance objectives shall be considered part of Herringa's performance duties.

9. GENERAL PROVISIONS.

Notices. Any notice to be given by either party to the other shall be in writing and shall be considered delivered when transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested and properly addressed as follows or by email and fax (if by email and fax, the notice shall be deemed received on the date sent provided that there is evidence that the notice was received by the Mayor & City Council).

City of Portage
7900 S. Westnedge
Portage, MI 49002

Catherine P. Kaufman, City Attorney
Bauckham, Sparks, Thall, Seeber & Kaufman, PC
470 W. Centre Ave., Ste. A
Portage, MI 49024
(269) 382-4500
kaufman@michigantownshiplaw.com

Adam Herringa
6412 Hampton Street
Portage, MI 49024

Any party may change his/its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

a) Waiver. The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party marking the waiver.

b) Construction of Terms. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

c) Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void or invalid, in whole or in part, for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other agreements to effectuate the intent of the parties and the purpose of this Agreement.

d) Controlling Law. This Agreement shall be construed in accordance with

and governed by the laws of the State of Michigan, with venue proper only in the County of Kalamazoo, State of Michigan.

e) Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the employment of Herringa by the City and supersedes all prior and contemporaneous agreements, representations, promises and understanding of the parties, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by all parties and this Agreement may not be altered, amended or modified by any other means. Each party waives their future right to claim, contend, or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver, or estoppel.

f) Other Terms and Conditions of Employment. The Council, in consultation with Herringa, may fix any such other terms and conditions of employment relating to the performance of Herringa, provided the terms or conditions do not conflict with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Dated:_____, 2021

_____
City of Portage
By: Patricia M. Randall
Its: Mayor

Dated:_____, 2021

_____
Adam Herringa

APPROVED AS TO FORM FOR CITY OF PORTAGE
BAUCKHAM, SPARKS, THALL,
SEEBER, & KAUFMAN, PC
By: CATHERINE P. KAUFMAN
Date: 8/5/2021