

7:30 p.m. Call to Order.

Invocation: Rev. Aaron Sorrels of Lord of Life Lutheran Church.

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Approval of City Council Meeting Minutes:

1. Regular Meeting Minutes of May 24, 2016.

* B. Approval of Consent Agenda Motions.

* C. Accounts Payable Register:

1. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of June 14, 2016 as presented.

D. Public Hearings:

E. Petitions and Statements of Citizens:

1. Request for permission from Mr. Joshua McBarnes to encroach on city property located at 5798 West Heverly Drive.

F. Reports from the Administration:

- * 1. Communication from the City Manager recommending that City Council order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2016 will be transferred to the 2016 city tax roll and assessed against the property for which the services were furnished.
- * 2. Communication from the City Manager recommending that City Council approve the Fiscal Year 2016-2017 Community Development Block Grant contracts and General Fund human/public services contracts, and authorize the City Manager to execute all documents related to the contracts on behalf of the city.
- * 3. Communication from the City Manager recommending that City Council accept the five-year proposal to renew the Bond Counsel and Financial Services Contract with Axe & Ecklund, P.C., and authorize the City Manager to execute all documents related to the contract.
- * 4. Communication from the City Manager recommending that City Council approve the sole source purchase of a Focus3D X 330 HDR Laser Scanner from FARO Technologies of Lake Mary, Florida, at a total cost of \$83,699 and authorize the City Manager to execute all related documents on behalf of the city.
- * 5. Communication from the City Manager recommending that City Council:
 - 1. accept the Non-Discrimination Ordinance for a first reading and set a public hearing for June 28, 2016; and
 - 2. subsequent to the public hearing, take final action on June 28, 2016.

G. Communications:

1. Communication from John Speeter, Chair of the Long Lake Governmental Lake Board, requesting a continuation of the Long Lake aquatic weed control program.

a. Communication from the City Manager recommending that City Council adopt the Resolution Regarding Long Lake Improvement Pursuant to the Inland Lake Improvement Act and direct the Governmental Lake Board for Long Lake to proceed with the necessary steps to improve Long Lake.

H. Unfinished Business:

- * I. Minutes of Boards and Commissions Meetings:
 - 1. Portage Human Services Board of May 26, 2016.
 - 2. Portage Planning Commission of May 19, 2016.
- J. Council Committee Reports:
- K. New Business:
- L. Bid Tabulations:
 - * 1. Communication from the City Manager recommending that City Council award a contract in the amount of \$365,885.85 to Michigan Paving & Materials, Incorporated, for mill and fill asphalt repair of major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.
 - * 2. Communication from the City Manager recommending that City Council award a contract to A-1 Asphalt, Incorporated in the amount of \$21,971 to provide repairs to the Garden Drive Bikeway and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- M. Other City Matters:
 - 1. Statements of Citizens.
 - 2. From City Council and City Manager.
 - * 3. Reminder of Meetings:
 - a. Wednesday, June 15, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
 - b. Thursday, June 16, 7:00 p.m., District Library Board, Portage District Library.
 - c. Thursday, June 16, 7:00 p.m., Planning Commission, Council Chambers.
 - d. Monday, June 20, 5:00 p.m., Construction Board of Appeals, City Hall Room No. 1.
 - e. Thursday, June 23, 4:30 p.m., Public Media Network Board of Directors, 359 S. Kalamazoo Mall, 3rd floor, Kalamazoo.
- * N. Materials Transmitted.
 - 1. Materials Transmitted of Friday, May 20, 2016.

Adjournment.

CITY COUNCIL MEETING SUMMARY

May 24, 2016

PROCLAMATIONS

- ◆ Mayor Strazdas issued a Gun Violence Awareness Day Proclamation and a Portage Soccer Classic Tournament Weekend Proclamation.

ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of May 24, 2016, as presented.

REPORTS FROM THE ADMINISTRATION

- ◆ Adopted the General Appropriations Act Resolution to adopt the Fiscal Year 2016-2017 Budget and the Resolution to adopt the Salary and Wage Schedules for the Fiscal Year July 1, 2016, to June 30, 2017.
- ◆ Approved the sole source purchase from Maxwell Products, Incorporated, for 46,000 pounds of crack sealing material in the amount of \$19,504 for initial application in 2016, and 118,000 pounds of crack sealing material to be used during the 2016-2017 construction season; and, authorized the City Manager to execute all documents related to this action on behalf of the city.
- ◆ Approved the purchase of an EMC storage backup solution from Data Strategy, Incorporated, through the Western States Contracting Alliance cooperative purchasing program in the amount of \$47,578.41; approved professional installation services through Data Strategy, Incorporated, in the amount of \$10,000 in order to address storage backup failures and capacity issues on behalf of the City of Portage, for a total project cost of \$57,578.41; and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Approved Preliminary Plat of Whispering Meadows No. 4 (6513 Angling Road), subject to the three conditions in the April 29, 2016 Department of Community Development staff report modified as follows: in Condition #1, eliminating the words, "and installation of sidewalks along both sides of all streets" (Section 42-804) thereby granting the variance from the Code of Ordinances – Subdivision and Land Division Regulations involving extension/connection of public streets (Section 42-803) and leaving in the pedestrian walkway between Lots 71 and 72.
- ◆ Approved a Permit for a fireworks display on July 3, 2016, sponsored by the Portage Rotary Club.
- ◆ Received the communication from the City Manager regarding the April 2016 Environmental Report as information only.

COMMUNICATIONS

- ◆ Received the Annual Update of the Human Services Board Chair Amanda Woodin.
- ◆ Received the Annual presentation from the Historic District Commission Chair Katie vanLonkhuyzen.
- ◆ Appointed Paul Welch to an additional one-year term to the Planning Commission, effective June 1, 2016, through May 31, 2017.

UNFINISHED BUSINESS

- ◆ Amended the Code of Ordinances of the City of Portage, Michigan, by amending Section 34-62 of Chapter 34 which sets forth amendments to the International Fire Code.

BID TABULATIONS

- ◆ Awarded a construction contract for the 2016-2017 Local Streets Reconstruction Program to Michigan Paving & Materials Company of Kalamazoo, Michigan, in an amount not to exceed \$935,588.80, subject to the adoption of the Fiscal Year 2016-2017 Budget and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Awarded a contract to AccessPoint of Portage, Michigan, to provide temporary and seasonal employment services through fiscal year 2016-2017, in an estimated amount of \$230,165 with the option of three one-year renewals and authorized the City Manager to execute all documents related to the contract on behalf of the city.

STATEMENTS OF CITY COUNCIL

- ◆ Councilmember Pearson congratulated City Manager Larry Shaffer and his staff on the preparation of the Budget which provides three police officers, three firefighters, roads, debt reduction and no millage increase.
- ◆ Councilmember Randall wished all a safe Memorial Day weekend and extended a special appreciation for those who served our country and those who are currently serving. Mayor Strazdas concurred and asked Portage citizens to think about the real meaning of Memorial Day.
- ◆ Mayor Pro Tem Ansari recognized Don Ryan of Lending Hands, who was present during the passing of the Budget, but had to leave at 9:00 p.m.

MATERIALS TRANSMITTED

- ◆ Received the Department Monthly Reports.
- ◆ Received the Materials Transmitted of May 6 and May 10, 2016.

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

DRAFT

CITY COUNCIL MEETING MINUTES FROM MAY 24, 2016

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

At the request of Mayor Strazdas, Pastor Richard Pilger of the Kalamazoo Valley Family Church gave the invocation and City Council and the audience recited the Pledge of Allegiance.

At the request of Mayor Strazdas, the City Clerk called the roll with the following members present: Councilmembers Richard Ford, Patricia M. Randall, Terry Urban and Jim Pearson, Mayor Pro Tem Nasim Ansari and Mayor Peter Strazdas. Councilmember Claudette Reid was absent with notice. Also in attendance were City Manager Larry Shaffer, City Attorney Randy Brown and City Clerk James R. Hudson.

PROCLAMATIONS: Mayor Strazdas issued a Gun Violence Awareness Day Proclamation and a Portage Soccer Classic Tournament Weekend Proclamation.

APPROVAL OF MINUTES: Motion by Ansari, seconded by Randall, to approve the Special Meeting Minutes of May 10, 2016, and the Regular Meeting Minutes of May 10, 2016, as presented. Upon a voice vote, motion carried 6 to 0. Motion by Pearson, seconded by Randall, to approve the Pre-Council Meeting Minutes of May 23, 2016, as presented. Upon a roll call vote, motion carried 4 to 0, with Councilmembers Ford and Urban abstaining.

* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Pearson to read the Consent Agenda. Councilmember Urban asked that Item F.4, Preliminary Plat of Whispering Meadows No. 4 (6513 Angling Road), be removed from the Consent Agenda.

Motion by Pearson, seconded by Ansari, to approve the Consent Agenda motions as amended. Upon a roll call vote, motion carried 6 to 0, with Councilmember Pearson abstaining from Item F.5, Permit to Conduct Fireworks Display, owing to a perceived conflict of interest.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF MAY 24, 2016:** Motion by Pearson, seconded by Ansari, to approve the Accounts Payable Register of May 24, 2016. Upon a roll call vote, motion carried 6 to 0.

REPORTS FROM THE ADMINISTRATION:

FISCAL YEAR 2016-2017 BUDGET: Mayor Strazdas introduced this item and asked City Manager Larry Shaffer to comment on the Fiscal Year 2016-2017 Budget as presented. Mr. Shaffer indicated that this is a \$6.84 million Proposed Fiscal Year 2016-2017 Budget. He indicated that the budget represents a 1.3% increase in expenditures over last year's budget. It includes six different categories in 22 different funds: the General Fund is experiencing a reduction of 0.53%, and the \$14.8 million Capital Improvement Plan reflects an \$840,000 increase or about 6%. He thanked and congratulated City Council for the many hours they spent in consideration of this budget. He acknowledged and expressed his appreciation to the City Department Heads and Deputy City Manager Rob Boulis for their efforts in putting this budget together and offered to answer any questions that City Council or anybody in the community might have relative to this budget. Mayor Strazdas interjected that there has been a request through Council for a second Spring Clean-up, perhaps as a Fall Clean-up for trash and unwanted items, and wanted the assurances that the funds would be there for that effort. Discussion followed and Mayor Strazdas summed up.

Motion by Urban, seconded by Ford, to adopt the General Appropriations Act Resolution to adopt the Fiscal Year 2016-2017 Budget. Upon a roll call vote, motion carried 6 to 0 with

DRAFT

Councilmember Ansari abstaining from the vote related to Portage Community Center and Lending Hands of Michigan, owing to a perceived conflict of interest.

Motion by Urban, seconded by Randall, to adopt the Resolution to adopt the Salary and Wage Schedules for the Fiscal Year July 1, 2016, to June 30, 2017. Upon a roll call vote, motion carried 6 to 0.

* **STREET CRACK SEALING MATERIAL – SOLE SOURCE PURCHASE**

RECOMMENDATION: Motion by Pearson, seconded by Ansari, to approve the sole source purchase from Maxwell Products, Incorporated, for: 46,000 pounds of crack sealing material in the amount of \$19,504 for initial application in 2016; and 118,000 pounds of crack sealing material to be used during the 2016-2017 construction season; and, authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

* **BACKUP STORAGE REPLACEMENT:** Motion by Pearson, seconded by Ansari, to approve the purchase of an EMC storage backup solution from Data Strategy, Incorporated, through the Western States Contracting Alliance cooperative purchasing program in the amount of \$47,578.41; approve professional installation services through Data Strategy, Incorporated, in the amount of \$10,000 in order to address storage backup failures and capacity issues on behalf of the City of Portage, for a total project cost of \$57,578.41; and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

PRELIMINARY PLAT OF WHISPERING MEADOWS NO. 4 (6513 ANGLING ROAD): Mayor Strazdas deferred to Councilmember Urban, who expressed his concern about the two proposed variances offered as part of the Preliminary Plat of Whispering Meadows No.4, to vary the extension/connection of public streets and the installation of sidewalks on both sides of the street. At the request of Mayor Strazdas, Community Development Director Vicki Georgeau provided some background of the request and mentioned as with the first three Phases of Whispering Meadows, the developer has asked for an exception to the street connection. She described some of the details related to Phase 3 as approved by City Council where Towhee Street was not extended where the developer built five homes instead, and Davcliff Avenue was not extended where the developer built homes in a different plat instead. She indicated that the developer contends that this has always been the plan and wants to continue this development pattern and leave Kalarama Avenue as the only East/West Road through the Amberly neighborhood since extending Camelot would bring excessive traffic through the plat. With regard to sidewalks, she pointed out that the first three Phases of Whispering Meadows do not have sidewalks, is a fairly low density neighborhood and has access off of Romance Road outlining some details using a map. She summed up and indicated that staff and the Planning Commission reviewed this request and recommend approval.

In answer to Mayor Strazdas, Councilmember Randall indicated that she would be abstaining from the final vote, but would be staying for the discussion and explained. City Attorney Brown concurred with her intent to remain, not be a part of the discussion and refrain from voting.

Councilmember Urban asked whether the sidewalk requirement was in place when the previous Phases of the Whispering meadows Plat were approved, and Ms. Georgeau said she did not believe that it was and pointed out that the sidewalk policy has varied over the years. She mentioned that there were some examples where the waivers were granted when the policy was in place, but did not think that was the case here. Discussion followed. Councilmember Urban expressed his objection to the Council Policy of the 1990's of not having sidewalks on either side of the street, then having sidewalks on one side of the street, and now back to sidewalks on both sides of the street as it has left City Council with an extreme patchwork of sidewalks. He spoke in support of sidewalks on both sides of the street in Whispering Meadows No. 4, regardless of the first three phases for whatever reasons. He noted that this neighborhood is within the required walking distance to Amberly Elementary and West Middle Schools

DRAFT

and does not receive bus service. He pointed out that it is somewhat ridiculous to put in a pedestrian walkway on Camelot Street and not continue with sidewalks in the plat, or “a sidewalk to nowhere” and summed up.

With regard to interconnectivity, Councilmember Urban indicated that the idea is to create a city and a community, not isolated enclaves, and argued that there is no way there can be a street in this plat that becomes a “through street” by virtue of the design of proposed site plan. Further, he said that the idea is to create neighborhoods and not just isolated neighbors who do not know one another; therefore, sidewalks and interconnectivity are important, especially with Amberly Elementary School nearby. He emphasized Portage is a city of neighborhoods and neighborhood schools, and getting to school without having to go a half of a mile out of the way is important, and restated his opposition to the proposed variances.

In answer to Mayor Pro Tem Ansari and his question regarding safety, Ms. Georgeau responded she could not think of an instance where a sidewalk would be a detriment to safety unless there was a situation where a grade change or deep slope would be a challenge to a person with a disability; or where there is not enough right-of-way and the sidewalk is integral to the curb as with a major thoroughfare; nevertheless, she stressed that this sidewalk still keeps the pedestrian out of the roadway. She referred to the Complete Streets Policy exceptions given for environmental issues, unique circumstances, or other pedestrian amenities in the vicinity, and drew correlations to be considered with the Amberly neighborhood where there are very few sidewalks. She pointed out that in his application, the developer stated that when he was selling the lots in the first three phases, this was always a future intended Phase; that he had a first right of refusal to buy and develop this land in the event it became available; and Ms. Georgeau explained that if this was a new development, the City would be taking a much stronger stance with regard to sidewalks and interconnectivity. She restated her preference for sidewalks, but this developer has requested a variance.

Mayor Strazdas indicated that he was trying to balance the request from a very good developer with the Complete Streets Policy, the patchwork of sidewalks dilemma in the City, and the socioeconomic issue of isolating a neighborhood, whether it is a poor neighborhood, or a rich neighborhood. He spoke in support of the pedestrian walkway through Camelot Street and sidewalks.

Councilmember Urban expressed his frustration with the lack of interconnectivity among the plats in Portage and the lack of sidewalks for the safety of the children of Portage. Discussion followed.

City Attorney Brown answered in the affirmative when Councilmember Ford asked if Council should consider all of the requirements quoted in part from Section 42-803(j) of the Subdivision and Land Division Regulations (Streets – Location and Arrangement) found in the Deputy City Manager Communication to Honorable Mayor and City Council as Item F.4 in the City Council Agenda Packet dated May 24, 2016. Councilmember Ford spoke in support of granting the variances since the Planning Commission recommended approval with only fifteen properties affected and stressed the importance of conformance with the first three phases and the adjoining neighborhood. City Attorney Brown cited Section 42-713 found in the staff report dated April 29, 2016, as the three requirements that must be shown before granting a variance as even more relevant to Council consideration before granting the variance.

Councilmember Pearson pointed out that this was a unanimous decision by the Planning Commission, then Ms. Georgeau responded to him that she was unaware if anyone from Whispering Meadows No 1, No.2 or No. 3 has ever requested installation of sidewalks, and that it (no sidewalks) was consistent with the existing development pattern. Councilmember Pearson indicated that when he was a Planning Commissioner, and there was a four-phase project with seventy-five per cent of the development completed, no consideration would be given to changing the rules in “midstream” as it would be unfair and explained. He indicated that he would be supporting the request and indicated that he could see no reason to change the character of the plat for Phase No 4.

Councilmember Urban said that there are some sidewalks in the Amberly neighborhood and indicated that there have been complaints in that neighborhood of children having to walk in the road. He reminded Council that the City has made special efforts in some areas to add sidewalks in the

DRAFT

Amberly neighborhood as necessary. He pointed out that there was no discussion of these variances cited in the Planning Commission minutes, and asked for any discussion from Ms. Georgeau that she may recall. He refuted the holding that each of the three conditions of V. RECOMMENDATION, Section 1. Variance Requests, Page 3 of the staff report dated April 29, 2016, have been met and could not grant a variance even if he wanted to. City Attorney Brown indicated that the staff report reasoning behind the variance should be incorporated into the motion granting this request. Discussion followed.

Charlie Glas, 7217 North Douglas, Kalamazoo, reflected upon his positive experiences in Portage over the years. He objected to interconnectivity on the basis of increased traffic in a low density plat and a desire for continuity by his Father and himself. He also expressed a concern about long-term maintenance. Discussion followed regarding the pros and cons of sidewalks and interconnecting roadways.

Ms. Georgeau answered Councilmember Ford by indicating that the decision to close off Davcliff Avenue was a part of Whispering Meadows No. 2, and the decision to close off Towhee Street was part of Whispering Meadows No. 3, and guessed it was in 1997. Discussion followed.

Motion by Pearson, seconded by Ford, to approve the Preliminary Plat of Whispering Meadows No. 4 (6513 Angling Road), subject to the three conditions in the April 29, 2016 Department of Community Development staff report, and grant the two variances requested, finding that the three standards set forth in Section 42-713 have been satisfied as found in Section V. RECOMMENDATION of the report.

At the request of Mayor Strazdas, City Engineer Chris Barnes offered an opinion with respect to traffic, pedestrian, engineering and safety. He distinguished between an urban section with curb and gutter, and a rural section with no curb and gutter, but a ditch. He said typically there is an allowance for a sidewalk in an urban section because most national transportation organizations recognize that the ultimate urban section would be a section with sidewalks that would provide a safe passage for all of the users of the right-of-way, i.e. the Complete Streets concept. He said that the Council Policy was brought forth by the Federal Highway Administration and the Transportation Department to facilitate access for all of the users of the roadway, not just motor vehicles. He acknowledged that typically there would be sidewalks in this situation in answer to Mayor Strazdas.

Councilmember Ford observed that it is “odd” that Council is considering putting sidewalks in front of fifteen homes when all of the homes within a two block radius do not have them and explained. He then offered that maintenance of these sidewalks will ultimately fall on this Council for fifteen homes when there are no other sidewalks in the vicinity. Mayor Strazdas shared his understanding of his point, then reflected on the time when people were negative about the stubbed bicycle trail ways across the City, and compared them with today now that they are all connected. He expressed his belief that there will be a time when there will be sidewalks all over the City.

Councilmember Urban reiterated that all three of the criteria in the Subdivision and Land Division Regulations (Streets – Location and Arrangement), Section 42-713, need to be satisfied. He again read the first one stating that Council cannot show that this requirement has been met, even aside from the other two. Discussion followed.

Councilmember Pearson indicated that he is “struck” by the opinion of the professional staff; Phase 4 is consistent with the existing development pattern; we have worked with the developer; obviously in a main thoroughfare, we want the Complete Streets concept and the Federal Funds; this is a low density neighborhood with winding streets, completes the pattern and the developer contends it retains the continuity of the plat; hence, it is clear why the Planning Commission is making this recommendation.

Councilmember Urban indicated to Mayor Strazdas that it is appropriate that he express what effect a “yes” vote and a “no” vote has on the installation of sidewalks. Mayor Strazdas indicated that a “yes” vote means there are no sidewalks and no other cut through streets; and, a “no” vote means that you would like to have the roads connected and that you would like to have sidewalks, “or one or the other.” Discussion followed.

DRAFT

Upon a roll call vote, motion failed, 3 to 2: Yeas: Councilmembers Pearson and Ford. No: Councilmembers Urban and Mayor Pro Tem Ansari and Mayor Strazdas.

Motion by Urban, seconded by Ansari, to approve the Preliminary Plat of Whispering Meadows No. 4 (6513 Angling Road), subject to condition two and three of the April 29, 2016 Department of Community Development staff report, excepting the last sentence of condition two which states, "...an easement will also need to be provided for the public walkway located between Lots 71 and 72." City Attorney Brown interjected that this is a request for a variance, so the motion should include a denial of the variance as requested by the applicant and explained. Motion by Urban, seconded by Ansari, to amend the motion to include: additionally, the variances requested by the applicant, are denied in finding that the three conditions required for variance of the Subdivision and Land Division Regulations (Streets – Location and Arrangement), Section 42-713, have not been satisfied.

Ms. Georgeau asked for the understanding from City Council that if the street connection is desired, the developer may wish to redesign the layout of the plat not to include the street connection to Camelot Street. Discussion followed.

At the request of Mayor Strazdas, Charlie Gas indicated that the sidewalk is one issue and the cut through street is a totally different issue for him since the sidewalks are "either we add them or we don't" and the interconnectivity of the road is to a completely different plat, so the houses will be completely different, probably with a Planned Unit Development (PUD). He expressed his preference for the variance on the interconnectivity of the streets as it will completely change the dynamics of this plat and stated his willingness to forego the variance on the sidewalks. Discussion followed.

Mayor Strazdas indicated that a "yes" vote means there will be a completely new design; and, a "no" vote means that we may still have an impasse. Discussion followed.

Upon a roll call vote, motion failed, 4 to 1. Yeas: Councilmembers Pearson and Ford, Mayor Pro Tem Ansari and Mayor Strazdas. No: Councilmembers Urban.

Motion by Urban, seconded by Ford, to approve the Preliminary Plat of Whispering Meadows No. 4 (6513 Angling Road), subject to the three conditions in the April 29, 2016 Department of Community Development staff report, modified as follows: in Condition 1, eliminate the words, "and installation of sidewalks along both sides of all streets (Section 42-804)." He explained that this motion requires that the sidewalks be installed, but does not require the street interconnectivity and leaves the easement for a public walkway located between Lots 71 and 72. Discussion followed.

Mayor Strazdas indicated that a "yes" vote means the sidewalks are in and the road interconnection is not in; and, a "no" vote means no sidewalks.

Upon a roll call vote, motion carried, 4 to 1: Yeas: Councilmembers Ford and Urban, Mayor Pro Tem Ansari and Mayor Strazdas. No: Councilmember Pearson. Discussion followed.

* **PERMIT TO CONDUCT FIREWORKS DISPLAY:** Motion by Pearson, seconded by Ansari, to approve a permit for a fireworks display on July 3, 2016, sponsored by the Portage Rotary Club. Upon a roll call vote, motion carried 5 to 0 with Councilmember Pearson abstaining.

* **APRIL 2016 SUMMARY ENVIRONMENTAL ACTIVITY REPORT:** Motion by Pearson, seconded by Ansari, to receive the April 2016 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 6 to 0.

COMMUNICATIONS:

ANNUAL UPDATE OF THE HUMAN SERVICES BOARD (HSB): Mayor Strazdas welcomed Human Services Board Chair Amanda Woodin, who referred to the Communication in the City Council Packet dated May 5, 2016, that summarizes the activities of the HSB for the past year as she presented each of the accomplishments. Discussion followed. City Manager Shaffer expressed his appreciation for the staff support provided by Elizabeth Money to the HSB, and thanked the HSB for

DRAFT

their hard work on the non-discrimination ordinance which will be the subject of the public hearing at 7:00 p.m. on May 26, 2016, in City Hall Council Chambers. He also indicated that he is looking forward to a report from them on that ordinance. Councilmember Urban interjected that the issue with KVCC and Central County Transit Authority (CCTA) has been resolved with a contract among CCTA, Texas Township and KVCC. Discussion followed.

Motion by Pearson, seconded by Ford, to receive the communication from Human Services Board Chair Amanda Woodin. Upon a voice vote, motion carried 6 to 0.

ANNUAL UPDATE OF THE HISTORIC DISTRICT COMMISSION (HDC): Mayor Strazdas welcomed Historic District Commission Chair Katie vanLonkhuyzen, who reviewed the progress of the HDC and highlighted some of their activities, challenges, motivations and initiatives for the year. Mayor Strazdas asked Ms. vanLonkhuyzen to narrow down her presentation to the top one or two things that she believed the HDC would like to focus on since he jotted down about a dozen things that are issues or challenges for the HDC. Ms. vanLonkhuyzen responded that outbuildings continue to be one of their biggest challenges, and the way they are addressing this is bringing in the Preservation Expert on May 26, 2016, in Conference Room #1, City Hall at 5:00 p.m. which she mentioned in her presentation and explained. She indicated the other challenge is finding the right homeowners and making sure that when they come into the Historic District, they are fully informed of their responsibility and the Historic District process. She indicated that the way they are handling the new homeowner is to provide the welcome packet to the realtor at the time of listing an historic home and to the new historic homeowner after the purchase. Discussion followed.

Mayor Strazdas expressed a desire to recognize the owner of Stuart Manor for donating it to Celery Flats, and asked City Manager Shaffer to determine who was the last owner of Stuart Manor in order to recognize his family for the donation. Ms. vanLonkhuyzen indicated that there is a plaque in the foyer of the house. Mayor Strazdas thought it might be Doug Brown, but asked for confirmation.

In response to Councilmember Randall, Ms. vanLonkhuyzen indicated that the name of the Preservation Expert coming in on Thursday, May 26, 2016, is Steve Stier in Conference Room #1, City Hall at 5:00 p.m., free to the public and will be taking donations to hopefully cover the cost of his transportation. She did seek out her historic home and does not plan to sell it, but is comforted by the fact that it is in the Historic District and will be protected for the future for our children and grandchildren. Mr. Shaffer recognized Erica Eklov, who is the Staff Liaison for the HDC and does a great job, and acknowledged her passion and support for the HDC.

Mayor Pro Tem Ansari asked about Mick Lynch and the option of touring his properties on Sprinkle Road. Ms. vanLonkhuyzen explained that Mr. Lynch has been a member of the HDC in the past, and that the HDC has approached him for a possible public tour option. Discussion followed.

Motion by Ford, seconded by Ansari, to receive the Annual presentation and update from Historic District Commission Chair Katie vanLonkhuyzen. Upon a voice vote, motion carried 6 to 0.

PLANNING COMMISSIONER APPOINTMENT: Mayor Strazdas explained the need for another Planning Commissioner. Discussion followed. Motion by Urban, seconded by Ansari, to appoint Paul Welch to an additional one-year term to the Planning Commission, effective June 1, 2016, through May 31, 2017. Discussion followed. Upon a voice vote, motion carried 6 to 0.

UNFINISHED BUSINESS:

* **AMENDMENT TO THE CODE OF ORDINANCES:** Motion by Pearson, seconded by Ansari, to amend the Code of Ordinances of the City of Portage, Michigan, by amending Section 34-62 of Chapter 34 which sets forth amendments to the International Fire Code. Upon a roll call vote, motion carried 6 to 0.

DRAFT

* **MINUTES OF BOARDS AND COMMISSIONS MEETINGS:** City Council received the minutes of the following Boards and Commissions:

Portage Senior Citizens Advisory Board of March 16 and April 19, 2016.

Portage Youth Advisory Committee of April 11, 2016.

Portage Public Schools Regular Meeting and Committee of the Whole of April 18 and May 2, 2016.

Portage Planning Commission of May 5, 2016.

BID TABULATIONS:

2016-2017 LOCAL STREETS RECONSTRUCTION PROJECT– BID TABULATION:

City Manager Shaffer reviewed the item and explained. Motion by Urban, seconded by Ansari, to award a construction contract for the 2016-2017 Local Streets Reconstruction Program to Michigan Paving & Materials Company of Kalamazoo, Michigan, in an amount not to exceed \$935,588.80, and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0. Discussion followed.

* **TEMPORARY AND SEASONAL EMPLOYMENT SERVICES CONTRACT – BID TABULATION:** Motion by Pearson, seconded by Ansari, to award a contract to AccessPoint of Portage, Michigan, to provide temporary and seasonal employment services through fiscal year 2016-2017, in an estimated amount of \$230,165 with the option of three one-year renewals and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 6 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITY COUNCIL: Councilmember Pearson congratulated City Manager Larry Shaffer and his staff on the preparation of the Budget which provides three police officers, three firefighters, roads, debt reduction and no millage increase.

Councilmember Randall wished all a safe Memorial Day weekend and extended a special appreciation for those who served our country and those who are currently serving. Mayor Strazdas concurred and asked Portage citizens to think about the real meaning of Memorial Day.

Mayor Pro Tem Ansari recognized Don Ryan of Lending Hands, who was present during the passing of the Budget, but had to leave at 9:00 p.m.

MATERIALS TRANSMITTED:

* **DEPARTMENTAL MONTHLY REPORTS:** Motion by Pearson, seconded by Ansari, to receive the Departmental Monthly Reports from the various departments. Upon a roll call vote, motion carried 6 to 0.

* **MATERIALS TRANSMITTED OF MAY 6, 2016, AND MAY 10, 2016:** Motion by Pearson, seconded by Ansari, to receive the Materials Transmitted of May 6 and May 10, 2016. Upon a roll call vote, motion carried 6 to 0.

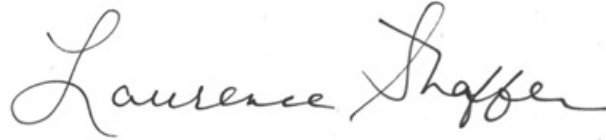
ADJOURNMENT: Mayor Strazdas adjourned the meeting at 9:30 p.m.

James R. Hudson, City Clerk

*Indicates items included on the Consent Agenda.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Finance Director

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of June 14, 2016 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period May 8, 2016 through May 22, 2016 and notes \$445,375.86 in automated clearing house payments, \$384,258.08 in paper checks and \$55,268.10 in auto-pay payments for a grand total of \$884,902.04.

FUNDING: N/A

Attachments: 1. Accounts Payable Register

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/8/2016 To: 5/22/2016

Check Date	Check	Vendor Name	Amount
05/20/16	5143(A)	ADVANTAGE ROOFING, INC.	830.00
05/20/16	5144(A)	ALL CITY MANAGEMENT SERVICES, INC.	3,115.80
05/20/16	5145(A)	ANIMAL REMOVAL SERVICE, LLC	1,565.00
05/20/16	5146(A)	APOLLO FIRE EQUIPMENT COMPANY	9,081.65
05/20/16	5147(A)	B & B YARDSCAPE	535.00
05/20/16	5148(A)	B L HARROUN & SON INC.	429.20
05/20/16	5149(A)	BEEBE, RONALD E.	120.00
05/20/16	5150(A)	BLUE CARE NETWORK-GREAT LAKES	79,379.46
05/20/16	5151(A)	BRENNER OIL CO.	11,675.74
05/20/16	5152(A)	C D W GOVERNMENT, INC.	1,649.98
05/20/16	5153(A)	C T S TELECOM, INC.	1,357.90
05/20/16	5154(A)	CAPITAL ADVANTAGE LEASING	17,699.70
05/20/16	5155(A)	CHUCK'S ELECTRICAL SERVICE INC.	100.00
05/20/16	5156(A)	CROWN TROPHY	773.00
05/20/16	5157(A)	DATA CONSTRUCTS LLC	97.95
05/20/16	5158(A)	DELTA DENTAL PLAN OF MICHIGAN	17,671.42
05/20/16	5159(A)	DEPATIE FLUID POWER CO., INC.	4,939.65
05/20/16	5160(A)	DUST & CAMPBELL, P.C.	268.52
05/20/16	5161(A)	EG WORKFORCE SOLUTIONS	687.62
05/20/16	5162(A)	ENGINEERED PROTECTION SYSTEMS, INC.	102.00
05/20/16	5163(A)	ETNA SUPPLY, INC.	413.19
05/20/16	5164(A)	FURRY, WILLIAM	147.00
05/20/16	5165(A)	GRIFFIN PEST SOLUTIONS, INC.	484.00
05/20/16	5166(A)	HARTFORD LIFE INSURANCE COMPANY	8,400.01
05/20/16	5167(A)	HOWARD PRINTING	5,351.00
05/20/16	5168(A)	INDUSCO SUPPLY CO., INC.	1,266.32
05/20/16	5169(A)	J & J LAWN SERVICE, INC.	1,100.00
05/20/16	5170(A)	JAROTH, INC	303.00
05/20/16	5171(A)	JONS TO GO PORTABLE RESTROOM	275.00
05/20/16	5172(A)	KAHN, WILMA	264.00
05/20/16	5173(A)	KUSHNER & COMPANY, INC.	288.28
05/20/16	5174(A)	KYLE JOSEPH OBERHILL	850.00
05/20/16	5175(A)	LACOSTA FACILITY SUPPORT SERVICES	3,465.79
05/20/16	5176(A)	LAWSON PRODUCTS, INC	1,149.67
05/20/16	5177(A)	MATERIALS RESOURCES	1,138.13
05/20/16	5178(A)	MAURER'S TEXTILE RENTAL SERVICES	159.55
05/20/16	5179(A)	MEDEMA, TIMOTHY	151.00
05/20/16	5180(A)	MEIER, MICHAEL	168.00
05/20/16	5181(A)	MEJEUR ELECTRIC LLC	195.00
05/20/16	5182(A)	ONE WAY PRODUCTS	1,199.17
05/20/16	5183(A)	ONSTAFF USA INC	5,543.81
05/20/16	5184(A)	PCM SALES, INC.	40,550.00
05/20/16	5185(A)	PREIN & NEWHOF	2,562.20
05/20/16	5186(A)	ROE-COMM, INC.	240.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/8/2016 To: 5/22/2016

Check Date	Check	Vendor Name	Amount
05/20/16	5187(A)	S B F ENTERPRISES, INC.	647.03
05/20/16	5188(A)	SECANT TECHNOLOGIES	13,512.13
05/20/16	5189(A)	SET ENVIRONMENTAL INC	3,965.00
05/20/16	5191(A)	SUEZ WATER ENVIRONMENTAL SERVICES	3,361.37
05/20/16	5192(A)	SUEZ WATER ENVIRONMENTAL SERVICES	167,775.40
05/20/16	5193(A)	THE IRRIGATOR	2,452.03
05/20/16	5194(A)	THOMPSON, HELENE	372.00
05/20/16	5195(A)	TYLER TECHNOLOGIES, INC.	245.00
05/20/16	5196(A)	VANCE OUTDOORS, INC.	2,107.58
05/20/16	5197(A)	VANDERBERG, WARD M	188.00
05/20/16	5198(A)	VERPLANK TRUCKING CO.	1,520.70
05/20/16	5199(A)	VISION SERVICE PLAN (OH)	2,154.79
05/20/16	5200(A)	W W GRAINGER INC	451.86
05/20/16	5201(A)	WEST SHORE FIRE, INC.	238.32
05/20/16	5202(A)	WEST, STEVEN R	198.00
05/20/16	5203(A)	WESTERN MICHIGAN INT'L TRUCKS	49.14
05/20/16	5204(A)	WIGHTMAN & ASSOCIATES, INC.	17,850.00
05/20/16	5205(A)	WOLVERINE POWER SYSTEMS	543.80
		SUBTOTAL:	62 CHECKS 445,375.86
05/09/16	297556	CARTRIDGE WORLD	1,021.18
05/20/16	297557	10TH DISTRICT COURT	100.00
05/20/16	297558	7TH DISTRICT COURT	100.00
05/20/16	297559	A NEW LEAF	85.00
05/20/16	297560	A T & T	4,445.08
05/20/16	297561	AARON CANTRELL	200.00
05/20/16	297562	ADP, INC.	1,042.10
05/20/16	297563	AILLS, MARTHA	50.00
05/20/16	297564	ALLEGRA PRINT & IMAGING	788.95
05/20/16	297565	AMWAY GRAND PLAZA HOTEL	324.82
05/20/16	297566	ANTHONY, NICOLE	100.00
05/20/16	297567	APEX SOFTWARE	1,385.00
05/20/16	297568	ATKINSON, SUSAN	662.91
05/20/16	297569	BALARAM MANDAVA	87.27
05/20/16	297570	BARTER, RANDY	143.06
05/20/16	297571	BESCO WATER TREATMENT, INC.	7.50
05/20/16	297572	BLUE CROSS/BLUE SHIELD OF MICH	128,982.48
05/20/16	297573	BORGESS HEALTH ALLIANCE	240.00
05/20/16	297574	BRAYSHER, ALAN & EILEEN	2,282.00
05/20/16	297575	BRIDGEPORT EQUIPMENT CO.	1,742.79
05/20/16	297576	BRINK'S, INC	294.13
05/20/16	297577	BRINKMAN, SALLY	400.00
05/20/16	297578	BROOK, BRIAN	50.00
05/20/16	297579	CARDINAL BUS, INC.	1,876.25

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/8/2016 To: 5/22/2016

Check Date	Check	Vendor Name	Amount
05/20/16	297580	CARTER, CATHY	50.00
05/20/16	297581	CARTRIDGE WORLD	20.70
05/20/16	297582	CHARTER COMMUNICATIONS	100.65
05/20/16	297583	CHICAGO TITLE	115.65
05/20/16	297584	CHOCOLATEA	51.00
05/20/16	297585	COMBS, TIMOTHY	150.00
05/20/16	297586	CROSSROADS CAR WASH	189.50
05/20/16	297587	CUSTER OFFICE ENVIRONMENTS	471.70
05/20/16	297588	CYSTIC FIBROSIS FOUNDATION	200.00
05/20/16	297589	DEER CONTRACTING & LANDSCAPE	4,474.00
05/20/16	297590	DENOYER BROTHERS, INC.	106.39
05/20/16	297591	DRAGON BROTHERS PRODUCTIONS	600.00
05/20/16	297592	EDISON ELECTRIC, INC	515.00
05/20/16	297593	ELLIS, DANIEL	70.75
05/20/16	297594	EMERGENCY VEHICLE PRODUCTS	10,122.31
05/20/16	297595	FAIR HOUSING CENTER OF SW MICHIGAN	1,417.96
05/20/16	297596	FERRELLGAS, LP	120.00
05/20/16	297597	FIRST DUE FIRE SUPPLY CO.	3,014.00
05/20/16	297598	FIRST IMAGE	110.00
05/20/16	297599	FLETCHER ENTERPRISES	2,465.00
05/20/16	297600	FORSHEE, MARK	299.00
05/20/16	297601	FRONT RANGE TRAINING	850.00
05/20/16	297602	FULLER, JASON	100.00
05/20/16	297603	GORDON WATER SYSTEMS	195.75
05/20/16	297604	GREAT LAKES PLUMBING	2,075.00
05/20/16	297605	GREEN EARTH ELECTRONICS RECYCLING	10.00
05/20/16	297606	HALT FIRE, INC.	115.68
05/20/16	297607	HATCH, GREGORY	50.00
05/20/16	297608	HAVENS, ELAINE	75.00
05/20/16	297609	HERITAGE COMMUNITY OF KALAMAZOO	260.00
05/20/16	297610	HISSONG, STEPHANIE	100.00
05/20/16	297611	HOARD, GREG	38.67
05/20/16	297612	HOGNACHI, DAVID	253.00
05/20/16	297613	HOLIDAY INN & CONFERENCE CENTER	272.85
05/20/16	297614	HOME DEPOT	1,346.55
05/20/16	297616	INDIAN CUISINE	208.00
05/20/16	297617	J P CONTROLS	463.00
05/20/16	297618	JACK PEARL'S SPORT CENTER INC	445.88
05/20/16	297619	JACKSON, MARY	50.00
05/20/16	297620	JAYBEE SIGNS	250.00
05/20/16	297621	JORDAN, DEVIN	110.00
05/20/16	297622	KALAMAZOO COUNTY TREASURER	1,775.00
05/20/16	297623	KALAMAZOO FIRST ASSEMBLY OF GOD	100.00
05/20/16	297624	KALAMAZOO GAZETTE	45.60

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/8/2016 To: 5/22/2016

Check Date	Check	Vendor Name	Amount
05/20/16	297625	KALAMAZOO LANDSCAPE SUPPLIES	386.15
05/20/16	297626	KALAMAZOO MECHANICAL, INC.	3,250.00
05/20/16	297627	KALAMAZOO OIL COMPANY	75.92
05/20/16	297628	KAR LABORATORIES	20.00
05/20/16	297629	KEVIN HAWKEY	115.86
05/20/16	297630	KLINGELSMITH, KENDALL	800.00
05/20/16	297631	KOTARSKI, NANCY	50.00
05/20/16	297632	KUIPER BROTHERS MOVING INC.	183.00
05/20/16	297633	KZOO TIRE COMPANY	1,482.00
05/20/16	297634	LAKE MICHIGAN MAILERS, INC.	53.00
05/20/16	297635	LANDSCAPE FORMS	910.00
05/20/16	297636	LARRY W. MCCULLIN	147.00
05/20/16	297637	LASER SHOT, INC.	13,586.00
05/20/16	297638	LAVENDURE, ROBERT	42.00
05/20/16	297639	LEXISNEXIS RISK SOLUTIONS	150.00
05/20/16	297640	LILEK, MIKE	150.00
05/20/16	297641	LOCEY SWIM POOL CO.	182.17
05/20/16	297642	LONG LAKE LAKE BOARD	814.80
05/20/16	297643	LORD OF LIFE LUTHERAN CHURCH	100.00
05/20/16	297644	LOUTHAN, WILLIAM F	72.00
05/20/16	297645	LYNWELL CORP.	61.00
05/20/16	297646	MAILFINANCE	744.27
05/20/16	297647	MARSHALL & WELLS CO.	3,910.00
05/20/16	297648	MARTIN, JAMES	144.65
05/20/16	297649	MASEK, RON	50.00
05/20/16	297650	MATTAWAN AIRPARK LLC	462.50
05/20/16	297651	MAXWELL NEWSOME	84.00
05/20/16	297652	MCDONALD'S TOWING & RESCUE, INC.	223.00
05/20/16	297653	MCNALLY ELEVATOR CO.	119.75
05/20/16	297654	MENARDS, INC	5,837.89
05/20/16	297655	MICH MUNICIPAL POLICE & FIRE REPAIR	402.18
05/20/16	297656	MICHIGAN ASSOC OF MUNICIPAL CLERKS	300.00
05/20/16	297657	MIDWEST SPORTS SUPPLY	407.25
05/20/16	297658	MINER, WILLIAM	137.79
05/20/16	297659	MLIVE MEDIA GROUP	1,461.72
05/20/16	297660	NORTH MIDDLE SCHOOL- MS. DELAROSA	1,100.00
05/20/16	297661	NOVAK, ROBERT	150.00
05/20/16	297662	O'REILLY AUTO PARTS	1,439.20
05/20/16	297663	OFFICE DEPOT, INC.	702.10
05/20/16	297664	OTTEN TROPHIES	90.00
05/20/16	297665	PAPER CENTRAL	1,883.00
05/20/16	297666	PARKER, ROSEMARY	550.00
05/20/16	297667	PATHFINDER CHURCH	100.00
05/20/16	297668	PETERS, STEVE	100.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/8/2016 To: 5/22/2016

Check Date	Check	Vendor Name	Amount
05/20/16	297669	PETTY CASH-CITY MANAGER	474.02
05/20/16	297670	PETTY CASH-DPS	285.84
05/20/16	297671	PETTY CASH-FIRE	157.94
05/20/16	297672	PETTY CASH-PARKS	384.22
05/20/16	297673	PETTY CASH-POLICE DEPT.	356.58
05/20/16	297674	PIPER, CHRISTY	17.96
05/20/16	297675	PLANNING & ZONNING NEWS	350.00
05/20/16	297676	PORTAGE BUDGET STORAGE, LLC	5,110.80
05/20/16	297677	PORTAGE CHAPEL HILL UMC	100.00
05/20/16	297678	PRINCE OF PEACE LUTHERAN CHURCH	100.00
05/20/16	297679	PRO SERVICES, INC.	400.00
05/20/16	297680	PUBLIC MEDIA NETWORK	98,954.11
05/20/16	297681	QUADMED, INC.	223.50
05/20/16	297682	RATHCO SAFETY SUPPLY, INC.	280.00
05/20/16	297683	RED THE UNIFORM TAILOR	578.00
05/20/16	297684	RESTORATIVE LAKE SCIENCES, LLC	1,500.00
05/20/16	297685	RIDGE AUTO NAPA	306.19
05/20/16	297686	ROGERS, LAUNA	100.00
05/20/16	297687	ROSE, MESHIA	135.00
05/20/16	297688	SCHULTZ, GREG	100.00
05/20/16	297689	SHERWIN WILLIAMS	3,277.18
05/20/16	297690	SHORELINE TOURS & TRAVEL	18,643.02
05/20/16	297691	SLACK, NORM	750.00
05/20/16	297692	SOCIETY FOR HUMAN RESOURCE MGMT	190.00
05/20/16	297693	SOUTHWEST MICHIGAN FIRST	25.00
05/20/16	297694	SPARTAN DISTRIBUTORS INC.	4,469.34
05/20/16	297695	ST. CATHERINE OF SIENA CHURCH	100.00
05/20/16	297696	STACEY BAKER	241.90
05/20/16	297697	STATE OF MICHIGAN	210.00
05/20/16	297698	STATE SYSTEMS RADIO, INC	1,898.70
05/20/16	297699	STONEGATE MANAGEMENT, INC.	100.00
05/20/16	297700	T D S METROCOM, LLC	2,125.58
05/20/16	297701	T-MOBILE USA INC	29.99
05/20/16	297702	TELVENT DTN, INC.	822.00
05/20/16	297703	THE BRIDGE	100.00
05/20/16	297704	THOMAS HAMANN	688.75
05/20/16	297705	TIGER DIRECT, INC.	345.00
05/20/16	297706	TODD ARBANAS ENTERPRISES INC.	375.00
05/20/16	297707	TRACTOR SUPPLY CORP.	15.99
05/20/16	297708	U S POSTAL SERVICE	5,000.00
05/20/16	297709	UNITED PARCEL SERVICE	37.17
05/20/16	297710	UNITED PARTY & EVENT SERVICES	1,355.00
05/20/16	297711	VANDERBILT, JOHN	96.00
05/20/16	297712	VANNOTE, COURNEY	95.81

ACCOUNTS PAYABLE REGISTER
Check Dates From: 5/8/2016 To: 5/22/2016

Check Date	Check	Vendor Name	Amount
05/20/16	297713	VERIZON WIRELESS SERVICES, LLC	48.14
05/20/16	297714	WADSWORTH NORTHWEST	2,596.00
05/20/16	297715	WASHCO, LLC	850.00
05/20/16	297716	WATKINS, GREG	299.00
05/20/16	297717	WERNER, JANE	84.52
05/20/16	297718	WESTCOMB, WADE	150.00
05/20/16	297719	WYND, RAVEN	1,050.00
05/20/16	297720	XEROX CORPORATION	404.95
05/20/16	297721	XYBIX SYSTEMS, INC.	1,416.84
05/20/16	297722	SEVERANCE ELECTRIC COMPANY, INC	3,158.73
		SUBTOTAL:	166 CHECKS 384,258.08
05/09/16	3105	AUTO-PAY PAYMENT	545.88
05/12/16	3126	AUTO-PAY PAYMENT	15,180.69
05/13/16	3135	AUTO-PAY PAYMENT	19,992.77
05/17/16	3142	AUTO-PAY PAYMENT	2,357.70
05/18/16	3146	AUTO-PAY PAYMENT	14,829.36
05/19/16	3149	AUTO-PAY PAYMENT	2,361.70
		SUBTOTAL:	6 CHECKS 55,268.10
		GRAND TOTAL	172 CHECKS 884,902.04

** (A) DENOTES ACH PAYMENTS

J.J. Real Estate Investments, LLC
dba Paramount KZOO Landscape Services
1151 W. Milham Ave.
P.O. Box 123
Portage, MI 49024
269.626.5991

14th, June, 2016

To: City of Portage

Attention: Mayor Peter J. Strazdas

Subject: Request for permission to encroach on city property located west of 5798 W. Heverly Ave.,
Portage, MI 49024

J.J. Real Estate Investments, LLC with myself, Josh McBarnes as President. Josh McBarnes is a Portage resident since 2013 who resides at 5590 Old Mission St., Portage, MI 49024 and has been contracted with Christopher and Jessica Roe of 5798 W. Heverly Ave, Portage, MI 49024 to build a retaining wall on the above mentioned property. The wall does not encroach on city property.

Written request to encroach on City of Portage property which runs 10' east of the retention pond fence line. Homeowner is requesting to install an irrigation system at residence with a removable fire pit that will run through the City of Portage property.

Please inform me of any questions or corrections to request

P: 269.626.5991

E: paramountkzoo@gmail.com

Thank you for your assistance!



Joshua J. McBarnes

RECEIVED

JUN 14 2016

CITY MANAGER'S OFFICE

PORTAGE, MI

(18)

J.J. Real Estate Investments, LLC
dba Paramount KZOO Landscape Services
1151 W. Milham Ave.
P.O. Box 123
Portage, MI 49024
269.626.5991

14th, June, 2016

To: City of Portage

Attention: Mayor Peter J. Strazdas

Subject: Request for permission to encroach on city property located west of 5798 W. Heverly Ave.,
Portage, MI 49024

J.J. Real Estate Investments, LLC with myself, Josh McBarnes as President. Josh McBarnes is a Portage resident since 2013 who resides at 5590 Old Mission St., Portage, MI 49024 and has been contracted with Christopher and Jessica Roe of 5798 W. Heverly Ave, Portage, MI 49024 to build a retaining wall on the above mentioned property. The wall does not encroach on city property.

Request to sub-contract and move fence 10' west of existing fence line. Homeowner request to install a privacy screen on existing fence while in the future, if approved install his own privacy fence.

Please inform me of any questions or corrections to request

P: 269.626.5991

E: paramountkzoo@gmail.com

Thank you for your assistance!

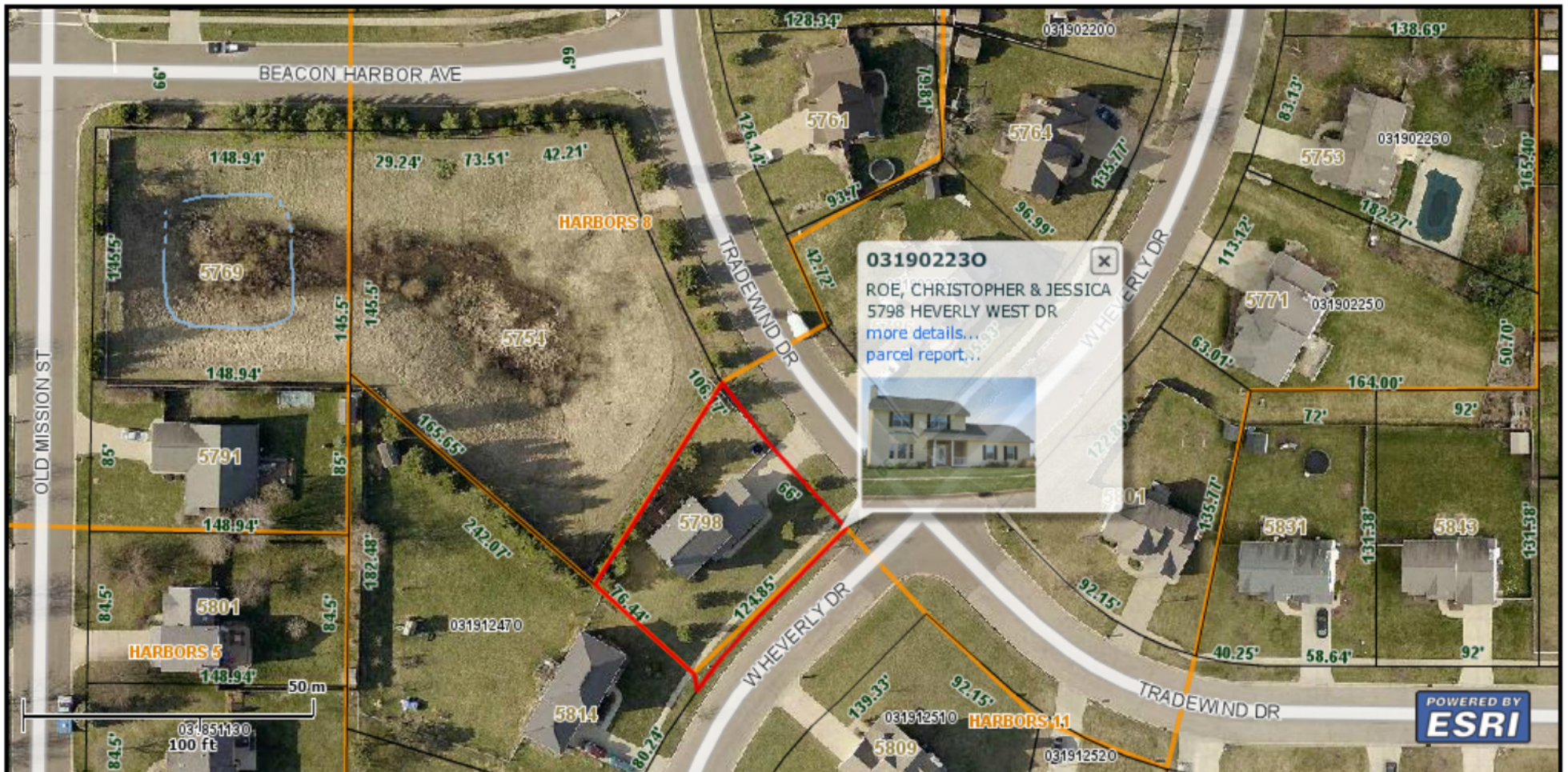


Joshua J. McBarnes

RECEIVED

JUN 14 2016

CITY MANAGER'S OFFICE
PORTAGE, MI



5798 W. Heverly Drive



1:1400

Map Publication:

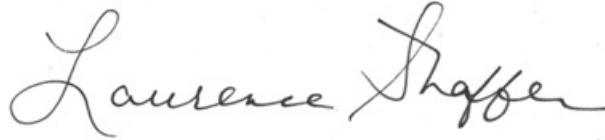
Tue Jun 14 2016 02:13:47 PM

Disclaimer:

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

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Delinquent Water and Sewer Bills

SUPPORTING PERSONNEL: William Furry, Finance Director

ACTION RECOMMENDED: That City Council order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2016 will be transferred to the 2016 city tax roll and assessed against the property for which the services were furnished.

In accordance with city ordinances, the City Manager is required to report to City Council on an annual basis those water and sewer bills which are unpaid as of March 31 and considered to be uncollectible by the Finance Director. Unpaid utility accounts as of March 31, 2016 currently total \$70,883.76. A listing is attached showing all delinquent accounts. A progressive series of eight separate notifications to the customer/owner in accordance with city procedures, State laws and Municipal Code Sections 82-374 through 82-376 have not resulted in payment. State law allows the charges to remain with the associated property. According to Chapter 82, Division 7, Section 82-197 "Lien for Unpaid Charges" of the Portage Code of Ordinances, the unpaid accounts are to be transferred to the city tax roll and assessed against properties to which the services were provided. Action by City Council to order notice to all applicable property owners that all unpaid water and/or sewer charges will be transferred to the 2016 city tax roll is requested to begin this process.

FUNDING: N/A

Attachments: 1. Listing of Delinquent Accounts

Delinquent UB to Tax List

Wednesday, June 08, 2016

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00007-165-E	6235 S 12TH ST	BELLABAY REALTY COMPANY	DOUBLE DOWN ENTERPRISES, L	36.13
04380-005-O	7105 S 12TH ST	WOODS, ANTHONY	WOODS, ANTHONY T	366.53
04380-019-O	7345 S 12TH ST	DEFOREST, MATTHEW	DEFOREST, MATTHEW	730.53
03700-056-O	1413 ALICE AVE	GARDNER, RAYMOND	BYERS, GERALDINE	127.31
07021-137-O	5203 ALLARDOWNE ST	PHILLIPSON, RYAN	PHILLIPSON, RYAN	205.04
01900-025-O	218 AMOS AVE	ROUSH, RUSSELL	ROUSH, RUSSELL J & J K	667.01
01900-031-O	326 AMOS AVE	DIMAS, TRISHA	DIMAS, SERGIO	376.17
01900-033-O	406 AMOS AVE	KOKMEYER, DONNA	KOKMEYER, MICHAEL T & DONNA	227.04
01900-040-O	417 AMOS AVE	WILLIAMS, KEN	WILLIAMS, KENNETH A	465.22
00391-058-O	4594 ANDOVER WOODS CT	TALTON, BILLY	WELLS FARGO BANK, NA	261.23
00391-057-O	4618 ANDOVER WOODS CT	HALTAM, HASSAN	HALTAM, HASSAN & AFANEH, RU	41.97
00391-049-O	4641 ANDOVER WOODS CT	AMES, MATTHEW	WAIT, ANDREW M	264.81
08220-062-O	325 ANDY AVE	HANNAHS, JOSHUA	HANNAHS, JOSHUA & LAURA	510.53
00023-365-O	8927 AUSTIN CT	POINDEXTER, WILLIAM	POINDEXTER, WILLIAM E & B M	138.13
01721-089-O	6224 AVON ST	PRESTON, SUE	STEVENS, DAVID & TRACY	105.17
01721-050-O	6305 AVON ST	MUNYANSHONGORE, APRIL	MUNYANSHONGORE, ALAIN & AP	39.74
01722-130-O	6324 AVON ST	PAWLAWSKI, SHARON	ANDERSON, JASON J & JESSICA	49.22
08220-043-O	5336 AZALEA ST	CLEVELAND, MARK A & C N	CLEVELAND, MARK A & C N	408.71
00220-016-O	217 BACON AVE	MCENTEE, DEBRA	MCENTEE, DEBRA	183.92
00034-060-B	430 BACON AVE	THOMPSON, KRISTEN	HOEKSTRA, JEFFREY M & KARI L	290.96
00027-180-O	1213 BACON AVE	DENAWAY, JACOB	DENAWAY, JACOB	124.58
00760-008-C	5974 BAYWOOD DR	BAHLEDA, SHAWN	MADELUNG, RICHARD & JULIE	177.07
04801-031-O	2514 BEETHOVEN AVE	SLIWOSKI, RICHARD	MACEWEN, HOLLY	200.23
04803-070-O	2810 BEETHOVEN AVE	HALLAM, NANCY	CARMAN, NANCY J	523.11
04503-398-O	5814 BELARD ST	ESCAMILLA, TENASHA	GURDWARA SINGH SABHA KALAI	883.17
02561-090-O	1816 BENDER RD	LABRIE, JEFF	LABRIE, JEFF M	681.19
02561-104-O	1913 BENDER RD	RICKSTAD, BRANDON	DOWNES, MORGAN	536.57
00018-510-O	7691 BLACKMAR CIR	HENGAR, CONSTANCE	MATCH POINT PROPERTIES, LLC	8.67
01932-044-O	4665 BLACKTAIL AVE	LIN, JEFF & ANGELA	JUNH, JEFFRE & LIN, ANGELA	37.11
07081-053-O	6826 BRATCHER ST	NUYEN, KELLI	PEARCE, ARTHUR & D	474.56
07081-042-O	6917 BRATCHER ST	BURKE, KAREN	BURKE, MICHAEL D & K L	54.85
07081-045-O	6930 BRATCHER ST	LESTI, ANNA	KC MANGO LLC	374.45
07020-052-O	5136 BRENNERTON DR	SWEENEY, CHRISTINE C	FEDERAL NATIONAL MORTGAGE	21.98
07020-040-O	5157 BRENNERTON DR	HAAS, JONATHAN	HAAS, JONATHAN & BRIANNE	28.08
08403-132-O	6749 BRIGHAM ST	RADOSH, WALTER	RADOSH, W A & R J	147.22
02604-086-O	425 BRITTANY DR	SALERNO, ERICA & JOE	SPERLING, JACQUELINE M	38.26
00940-043-O	5105 BRONSON BL	TAVERNA, THOMAS	TAVERNA, THOMAS J	675.71

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
01000-054-A	8113 BROOKWOOD DR	HOSBEIN, HENRY & JILL	HOSBEIN, HENRY A & J M	645.00
01241-025-O	8346 BRUNING ST	WIESSNER, JODI	SUTTON, MICHAEL J & BARBARA	59.98
04560-051-O	1715 BYRD DR	TUCKER, TODD	TISSUE, ERIC & GREER, TODD	196.03
04560-013-O	2303 BYRD DR	STEINING, MARCOLM	STIENING, MARCOLM W & RACHE	336.91
05520-045-O	319 CALICO AVE	GOFF, LISA	GOFF, LISA	629.79
06840-047-O	6839 CAMEO AVE	BATTAL, MOHAMED & SHIRLEEN	BATTAL, SHIRLEEN	251.17
44444-444-Z	1364 CANAL ST	WARNER, JEANNE	KOESTER, MARK	64.22
08763-130-O	4213 CEDARCREST AVE	BARRETT, DONALD	BARRETT, DONALD G & EDNA MA	187.68
00021-150-A	1411 W CENTRE AVE	DERHAMMER EXCAVATING	DERHAMMER, TERRY D	392.72
08580-019-O	406 E CENTRE AVE	BARKER, DANIEL & WENDY	FISH INVESTMENTS LLC	210.72
00015-365-O	801 E CENTRE AVE	WHITWORTH, JENNIFER	SGZIENTEK HOLDINGS, LLC	85.96
00022-100-O	912 E CENTRE AVE	AYALA, CARMEN	HALL, RUTH J & DAVID C TRUST	55.50
02020-009-O	4316 E CENTRE AVE	NOYES, NICOLE	ANDREWS, SCOTT E	37.27
02020-011-O	4402 E CENTRE AVE	GIFFORD, AMY	GIFFORD, AMY R	42.44
02607-035-A	5141 CHASEMOOR CT	GRACIER, JANE	GRACIER, JANE E	187.26
02607-022-O	4653 CHASEMOOR DR	BEAM, RICHARD & JENNIFER	BEAM, RICHARD & JENNIFER	582.95
01001-062-O	8333 CHARWOOD DR	NYBLOM, PATRICIA OR SHERYL	NYBLOM, SHERYL	462.65
04502-255-O	5804 CHESHIRE ST	HOUGH, MARC	R & J EQUITIES LLC	282.61
04502-266-O	5918 CHESHIRE ST	SMITH - PREB, WILLIAM	MATRIX FINANCIAL SERVICES CC	127.15
02740-117-O	6025 CHELSEA LN	GRAHAM, MICHAEL OR MOLLY	GRAHAM, MICHAEL W & MOLLY A	176.84
07022-165-O	526 CIRCLEWOOD SOUTH DR	CLARK, SARAH	CLARK, SARAH A	619.28
07022-166-O	604 CIRCLEWOOD SOUTH DR	SIMMONS, DEBI	SIMMONS, ANTHONY H & D	455.20
01600-054-O	405 COLONIAL AVE	BLANK, NORMAN	BLANK, NORMAN R	667.79
01600-054-O	405 COLONIAL AVE	FLOWERS, MICHELLE	BLANK, NORMAN R	294.11
03040-041-O	203 CONNECTICUT DR	GREEN, MARC	KELLER, GEORGE E & BARBARA	92.51
03040-065-O	235 CONNECTICUT DR	FLORENCE, AMBER	KELLER, GEORGE & BARBARA TF	195.33
02860-041-O	10529 CORA DR	BEDARD, DEBORAH	BEDARD, CHARLES W & DEBORA	554.22
05522-149-O	9511 CORDUROY ST	POOL, KATHY	POOL, KATHY A	314.88
07083-078-O	6749 CORNELL ST	CLARK, ELLEN	MCCLURE, GARY M & DIANE L	20.18
07623-196-O	803 COTTONDALE AVE	MELSON, ERICA	MANDAGERE, PHANISHA S	59.38
09062-023-O	5739 DAKOTA AVE	CONNORS, ROBIN	CONNORS, ROBIN K	706.13
09056-035-O	5904 DAKOTA AVE	GERSCHOFFER, KAITLIN	R & J EQUITIES LLC	300.00
09056-045-O	5928 DAKOTA AVE	HUGHSON, SAMUEL	HUGHSON JR, SAMUEL & MARSH	131.26
01121-022-O	420 DAWNLEE AVE	PRICE, MARCI	NOSTRANT, DEWAYNE & JULIE	301.19
00700-009-O	4726 DEEP POINT DR	SAMPSON, SCOTT	SAMPSON, SCOTT A	281.86
00700-007-O	4808 DEEP POINT DR	FULTON, MARY (LISA)	QUAST, NIKKIA & HERRINGTON K	43.16
05460-107-O	5621 DEERFIELD ST	HOLROYD, WILLIAM & PAMELA	HERNDON, GARY L & HERNDON,	66.46
02200-061-O	418 DELLA ST	DESIGNS BY FRANK	ROBISON, TYLAR	362.63
04440-003-O	10414 DEWBERRY ST	KREIS, CLIFFORD E	KALAMAZOO COUNTY TREASURE	295.16
04440-011-O	10419 DEWBERRY ST	DOYLE, JAMES T	DOYLE, JAMES T	748.00

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
06150-003-O	1532 DRAYTON CT	FARRELL, JOSEPH	GARCIA, JESSICA J & JOSE L	365.47
04200-220-O	805 DRURY LN	BOUWMAN, WILLIS & ESTHER	HAVLATKA, MARCY	39.06
04200-204-O	810 DRURY LN	PAVEY, JOSHUA	PAVEY, JOSHUA & SHAWNA	31.78
04200-209-O	825 DRURY LN	WARN, PATRICIA A	WARN, PATRICIA A ESTATE	152.13
04560-178-O	2220 ECKENER DR	LONGSTREET, TORIE	MCGEHEE, CANDACE E	195.15
00481-047-O	6831 EDGEFIELD ST	GAUTHIER, JOSH	GAUTHIER, JOSHUA & KRISTIN	30.02
00015-215-O	7432 GARDEN LN	RIVERA, INA	RIVERA, INA	172.75
02561-103-O	5107 GARDEN RD	JANK, LISA	JANK, LISA	303.38
00491-128-O	4715 GENEVA AVE	IULIANO, LORI	WESTER, LINDA D	476.32
09066-015-O	5811 GEORGIA AVE	HALL, LINDA	GREER, TODD	185.80
06540-022-O	1815 GREENVIEW AVE	STEWART, MICHAEL	BLUEGRASS DEVELOPMENT LLC	59.99
02920-022-O	5229 GROSSE POINTE ST	COOPER, KATHY	COOPER, KATHY L	357.74
04500-004-O	4527 HANOVER AVE	COCKERILL, MELANIE	COCKERILL, TODD & MELANIE	278.26
04500-056-O	4712 HANOVER AVE	MURSCH, STEVEN	PENNING, NICK	10.07
00292-021-O	7860 HARVEST LN	JAMES, BRIAN	JAMES, BRIAN & MUMININA	49.86
00004-140-A	812 IDAHO AVE	PAUPORE, KELLI	CARCO INVESTMENTS LLC	75.18
02561-146-O	2002 INDIAN RD	BREESE, ANN MARIE	BREESE, GABRIEL & ANN MARIE	727.82
02561-156-O	2011 INDIAN RD	BARRETT, MELISSA	BARRETT, MELISSA & SHERRY	473.83
02561-145-A	2012 INDIAN RD	SMITH, SCOTT B	SMITH, SCOTT B & A J F	906.29
08000-001-O	6630 ISABELLE ST	COON, MICHAEL J.	MINGER, SHAWN & MEGAN	116.03
03161-021-O	6843 ISABELLE ST	GONZALEZ, RAYMOND & NORMA	GONZALEZ, RAYMOND & NORMA	1,445.38
03650-042-O	7315 JAMAICA LN	ARNTSON, KATHY	MALICKI, MATTHEW & TIFFANY	364.56
09000-039-O	1317 JONATHON DR	EGAN, SHANNON	DARROW, SHANNON A	401.07
04742-070-O	726 KARENDALE AVE	CUNNINGHAM, DANIEL E	CUNNINGHAM, DANIEL & LINDA	254.98
04742-061-O	817 KARENDALE AVE	GLASSER, ROGER & KARAN	GLASSER, ROGER & K	177.02
07084-116-O	6756 KEYSTONE ST	QUEST IRA INC FBO	ENTRUST GREAT LAKES, ASHLEY	69.96
02561-164-O	1326 E KILGORE RD	GONZALEZ, JOSE G	GONZALEZ, JOSE G	857.20
07020-002-O	113 W KILGORE RD	SAFEGUARD PROPERTIES	PANDIT, SONNY S & NEYER, MC	40.27
07020-003-O	123 W KILGORE RD	BYERS, LINDA	BYERS SR, MICHAEL & LINDA	197.97
04200-018-O	7816 KINGSTON DR	KINGSBURY, DANA	CHENERY, JULIA A	137.06
04681-062-O	8019 KINGSTON DR	THRASH, TERESA	R & J EQUITIES	190.54
04681-064-O	8031 KINGSTON DR	LANE-PREB, JENNIFER	LOWER, TRAVIS	302.84
04200-122-O	610 LA SALLE ST	LARKE, MICHAEL	LOVINS, RICHARD M	169.47
06360-042-O	1010 LAKEVIEW DR	TERRY, ANDREW	SHEARER, LYNN & CAROL TRUST	233.14
07020-016-O	622 LANDSDOWNE AVE	MORRIS, JASON	MORRIS, JASON A & GRIGGS, JAC	159.62
09413-041-O	3224 LOST PINE WAY	SAXMAN, BOB	LOST PINE WAY, LLC	399.52
00880-001-A	5437 LOVERS LN	GRIFFIN, JOHN R	LORISO, ANTHONY J	314.24
00940-069-O	5107 MAPLERIDGE DR	BROWN, BRIAN	BROWN, BRIAN & MARY	523.11
07861-084-O	2422 MAPLEVIEW AVE	MOORE, JUSTIN	LESMAN, JUSTIN	68.52
00492-133-O	4700 MARCEL AVE	MIFSUD, ROBERT & KIMBERLY	MIFSUD, ROBERT & KIMBERLY	787.09

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00492-134-O	4720 MARCEL AVE	JANIK, DEBORAH	JANIK, MICHAEL G & DEBORAH M	176.84
00492-135-O	4750 MARCEL AVE	GILL, DAWOOD	GILL, DAWOOD K & RUTH	115.18
06541-144-O	6749 MARLOW ST	KELLEY, MELISSA	KALACASS TRUST	55.62
04500-046-O	5521 MEREDITH ST	COFFEY, KONI & EVERETT	HALL, ANDREW	280.41
04501-236-O	5720 MEREDITH ST	FROST, WENDY	CORNELL, THOMAS A	149.59
04502-311-O	5819 MEREDITH ST	BRUNSON, MARK	FISH INVESTMENTS, LLC	364.05
04502-295-O	5928 MEREDITH ST	ALEXANDER, VICKI	ALEXANDER, VICKI L	207.71
07020-034-O	5124 MIDFIELD DR	FRAGA, PAIGE	FRAGA, MIGUEL	615.48
00491-054-O	7329 MILAN DR	BONNER, JENNIFER	BONNER, JENNIFER	400.00
02080-013-O	2330 W MILHAM AVE	SPENCER, ASHLEIGH	BORSOS, ROBERT & ERIC	265.69
00760-002-O	3620 W MILHAM AVE	TISBY, JIM	TISBY, JIMMIE M & SHARESE L	176.46
00007-005-E	3629 W MILHAM AVE	BIRES, MICHAEL	BIRES, MICHAEL	419.17
00012-050-A	4514 E MILHAM AVE	GOLSTON-PREB, MELINDA	GOLSTON, MELINDA C	112.27
09063-035-O	5740 MISSOURI AVE	NEMEDI, JOHN C	NEMEDI, JOHN C	1,075.59
09063-039-O	5804 MISSOURI AVE	KAMINGA, GUY	GREER, TODD	177.17
03700-037-O	5603 MONTICELLO AVE	HOWARD, ANNE	FETT, MELISSA A	355.78
03700-020-A	5803 MONTICELLO AVE	PAIGE - PREB, BRETT	PAIGE, B & D & ROOK, M & S	50.44
03700-013-O	5839 MONTICELLO AVE	CLARK, CLIFFORD	U.S. BANK TRUST	239.26
03700-080-O	5908 MONTICELLO AVE	RICHTER, CHARLES	RICHTER, CHARLES W	201.44
04801-025-O	10019 MOZART ST	BAY, BRIAN	BAY, MARTHA J & BRIAN R	293.28
03700-112-A	5739 MT VERNON AVE	DAVID, JESSE	DAVID, JESSE	383.74
03700-104-O	5835 MT VERNON AVE	JOHNSON-PREB, JENNIFER	STRUBLE, ZACK L ET AL	201.28
03700-176-A	5932 MT VERNON AVE	NEMEDI, ALBERT	NEMEDI, JOHN C & JOAN C	70.58
09061-020-O	5747 NEVADA AVE	LEWIS, EVELYN	LEWIS, EVELYN A	297.36
09057-043-O	5924 NEVADA AVE	VANFULPEN, THOMAS G & P A	VANFULPEN, THOMAS G & P A	554.22
08820-035-O	8047 NEWELL'S LN	REINOEHL, JOEL	REINOEHL, JOEL	55.18
07281-010-O	4768 NORFOLK CIR	PRESSLEY, CHRISTOPHER E	PRESSLEY, CHRISTOPHER	116.19
02500-018-O	8510 OAKSIDE ST	LEGALLEY, MINDY	LEGALLEY, MINDY	354.22
06600-016-K	5907 OAKLAND DR	KWONG WANG, LLC	KWONG WANG, LLC	8.58
00008-060-O	6133 OAKLAND DR	WISTROM, JANE	JAMES, FE ADELAIDA P & MICHAEL	231.22
07320-031-O	6614 OAKLAND DR	MONTGOMERY, BRUCE	BOOG, DOUGLAS A & P A	47.53
01420-002-O	7630 OAKLAND DR	JOHNSON, SHANNON	LUDEMA, MANDI	220.68
00032-560-O	10506 OAKLAND DR	BEAUDOIN, KIMBERLY	HUDSON, O D TRUST & LOUDEN,	59.61
00032-525-O	10648 OAKLAND DR	OERTEL, ETHAN & MELISSA	OERTEL, ETHAN C	564.77
09064-041-O	5812 OHIO AVE	HODKINS, DANIEL	HODGKINS, DANIEL A II	338.33
09052-023-O	5903 OHIO AVE	HOWARD, FELICIA	DAVIS, DARLENE F TRUST	120.91
09052-021-O	5911 OHIO AVE	PORTER, FANNIE	PORTER, FANNIE & KLINE, J E &	113.38
00940-003-O	5008 OLD COLONY RD	CORONADO, AUDREY	CORONADO, AUDREY & PAYNE, I	348.30
00940-034-O	5146 OLD COLONY RD	HAWKINS, KEVIN	KALAMAZOO QUALITY PROPERTI	34.39
00491-091-O	7294 OLDENBURG LN	ADEWALE, SEUN	SHRIMPLIN, BRANT R & LINDSAY	442.75

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
01241-038-O	1021 ORCHARD DR	THRASHER, CONNIE	THRASHER, CONNIE J	406.71
01242-081-O	1106 ORCHARD DR	OCCUPANT - 1106 ORCHARD	TERHOFTER, TIMOTHY J & ELIZABETH	146.08
09000-033-A	1402 ORCHARD DR	NEEDHAM, JODI	NEEDHAM, JODI	375.09
09000-032-B	1410 ORCHARD DR	SAFEGUARD PROPERTIES	NFH CAPITAL PARTNERS I, LLC	27.89
09000-032-B	1410 ORCHARD DR	NFH CAPITAL PARTNERS I, LLC	NFH CAPITAL PARTNERS I, LLC	262.59
09000-032-A	1418 ORCHARD DR	BROWN, CHESTER	BROWN, CHESTER & ANNETTE	554.22
09000-011-O	1423 ORCHARD DR	BROWN JR, JOHN W	CHASE MANHATTAN BANK	554.22
09000-029-O	1516 ORCHARD DR	NEMETH, LORI	NEMETH, MICHAEL A & L S	26.34
05381-065-O	6755 ORCHARD MEADOW DR	ALKHARTI, MANAL	KAMATH, SREENIVAS & KAMATH, SURESH	128.14
02860-044-O	912 E OSTERHOUT AVE	SUNDMAN, ANGELA	PYPHI, MARKUS	289.60
09180-023-O	1130 E OSTERHOUT AVE	WOODWARD, AMY	1130 OSTERHOUT, LLC	548.56
04683-161-O	1103 PASMA AVE	GARZA, JOSE	GARZA, JOSE & T A	175.71
07623-155-O	6236 PEACHTREE ST	ASHMORE, DALE	ASHMORE, DALE & KIMBERLY	13.59
07620-011-O	428 PECAN AVE	LAWS, BONNY	CHICKS PROPERTIES, LLC	49.16
06400-002-O	170 POINT O'WOODS DR	BONGERS, SHERYL	FOLLOWELL, DAVID R & AMY J	291.61
00002-020-A	5316 PORTAGE RD	TAZZ & SONS, INC.	PORTAGE FAMILY REAL ESTATE, LLC	350.05
00340-125-O	8418 PORTAGE RD	JONES, SANDRA	JONES, SANDRA	55.51
00340-125-O	8418 PORTAGE RD	SANDER, TANEASHA	JONES, SANDRA	292.77
00340-125-O	8418 PORTAGE RD	CLARK, DAMIEN	JONES, SANDRA	173.37
00023-347-O	8811 PORTAGE RD	LALIBERTE, DONALD & GERRY	LALIBERTE, DONALD & GERRY	558.93
00023-345-O	8817 PORTAGE RD	LALIBERTE, DONALD & GERRY	LALIBERTE, DONALD & GERRY	558.93
05100-011-O	9526 PORTAGE RD	BYERS, TONYA	BYERS, MICHAEL D & TONYA A	10.27
00034-010-O	10130 PORTAGE RD	CASWELL, TREVOR	EAGLE VIEW GROUP, LLC	422.38
00035-035-O	10245 PORTAGE RD	HALLIDAY, GEORGE	HALLIDAY, GEORGE M	25.65
05502-037-O	7233 PRESTWICK LN	GERGER, MARK	GERGER, MARK E & M A	247.40
00490-040-O	7173 PROVENCE DR	MATEUS, ANITA	MATEUS, ANITA	513.41
01180-037-O	9336 QUARTER LINE DR	LONGJOHN, SUSAN K	LONGJOHN, SUSAN K	45.78
04860-067-O	2534 RADCLIFFE AVE	JOSTEN, TINA	FAHEY, WILLIAM & KATHREEN	97.44
07083-085-A	910 RAINBOW AVE	CAMPBELL, WILLIAM	MILLER, STEVEN D	134.35
05460-049-O	5645 ROANOKE ST	KENNEDY, SCOTT	DENALI PROPERTY MANAGEMEN	161.74
05460-061-O	5817 ROANOKE ST	CREEK, JULIE	5817 ROANOKE, LLC	285.61
09481-036-O	7330 ROCKFORD ST	STEWART, ROBERT L.	FANNIE MAE	201.14
04740-036-B	10130 ROGER ST	MEISLING, CARL	TERBERG, ANDREW W & REBECCA	79.59
07080-004-O	824 ROMENCE RD	GARRISON, KATHLEEN	GARRISON, KATHLEEN	59.44
04020-039-O	1716 ROMENCE RD	MC MEEKAN, JOY	PONTIUS, DANIEL D & SANDROW	140.52
00018-084-B	4591 ROMENCE RD	STEENSTRA, MARIJO	STEENSTRA, MARIJO	521.62
04380-026-O	4729 ROMENCE RD	SMITH, ADAM	SMITH, ADAM M	892.20
07262-092-O	1421 ROYAL OAK AVE	WEAVER, BETTY	WEAVER, LOGAN A & B L	306.92
02200-091-O	205 RUTH ST	BENJAMIN, M	BENJAMIN, M M	117.88
02200-149-O	404 RUTH ST	UNDERLY, LINDA C	UNDERLY, LINDA C	54.19

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
02200-136-O	530 RUTH ST	VANDERBERG, MR AND MRS EPKE D	VANDERBERG, EPKE D & T	173.41
00491-113-O	7311 SALERNO CIR	HOYAT, MAIN	HAYAT, MIAN SAQIB	1,297.41
00491-071-O	4611 SALZBURG CIR	GARCIA, MARC A	GARCIA, MARC & LISA	864.62
00491-069-O	4636 SALZBURG CIR	BAYLIS, NAKIA	SMITH, RYAN & JILL	724.20
07262-070-O	7517 SANDYRIDGE ST	VALK, KELLIE	VALK, KELLIE	18.00
00016-660-O	727 SCHURING RD	INGERSOLL, DONALD	INGERSOLL, DONALD J & GRACE	381.84
00016-660-O	727 SCHURING RD	INGERSOLL, DAVID	INGERSOLL, DONALD J & GRACE	232.48
09482-051-O	1916 SCHURING RD	ESPINOZA, NICOLE	ESPINOZA, RODNEY	113.00
02606-012-O	5229 SHAGBARK CT	LEWIS-BRAUSSARD, KATHERYN	LEWIS-BROUSSARD, KATHRYN	555.43
01240-016-O	1101 SHUMWAY AVE	DAVIS, BENJAMIN	ROBINSON, JASON P & KRISTY L	38.37
00027-035-O	1110 SOUTH SHORE DR	RAAB, CAROLYN	RAAB SR, DONALD L & CAROLYN	511.84
00027-040-O	1122 SOUTH SHORE DR	FLEXTER, PAMELA	FLEXTER, PAMELA S	51.73
04501-132-O	5633 S SPRINKLE RD	MERRILL, GLORIA	MERRILL, GLORIA J	119.27
04501-131-O	5639 S SPRINKLE RD	TACKETT, ADAM	TACKETT, ADAM & AMANDA	57.29
01960-007-O	8411 S SPRINKLE RD	MANDERFIELD, ROBERT	SHORT, JEFFREY R	137.07
00026-110-A	2227 STANLEY AVE	TERRY, CHRISTOPHER	MELODY EQUITY III, LLC	97.45
00026-146-O	2472 STANLEY AVE	FARRINGTON, LYNETTE	FARRINGTON, LYNETTE	1,161.40
09484-137-O	7320 STARBROOK ST	BOYER, NICKOLAS & MARY	GEERING, JARRET & KAYCE	165.20
07740-010-O	5143 STONEHENGE DR	STRUCK, NANCY E	STRUCK, NANCY E	30.00
07740-018-O	5240 STONEHENGE DR	AARDEMA, WILLIAM	AARDEMA, WILLIAM	628.80
07696-013-O	4306 SUFFIELD WOODS AVE	CAPASSO, ROBERT	MORANG, JILL	183.52
01722-118-O	6405 SUSSEX ST	FLETCHER, JOHN	FLETCHER, JOHN & JEWEL QUEE	268.62
01722-118-O	6405 SUSSEX ST	FLETCHER, JEWEL QUEEN	FLETCHER, JOHN & JEWEL QUEE	19.63
04741-045-O	10126 TERRY LN	KERNELL, ANTHONY	KERNELL, ANTHONY	274.86
01241-029-O	8301 TRANQUIL ST	HARRIS, VANCE	HARRIS II, VANCE G	554.22
01241-034-O	8331 TRANQUIL ST	PEEBLES, CHASTITY	FIRST AMERICAN FUNDING, LLC	417.75
01241-041-O	8344 TRANQUIL ST	PRICE, DAKOTA	GETTYS, CHRISTI & GIROLAMI, CI	133.85
03342-026-O	6828 TROTWOOD ST	PEARSON, MICHAEL	DUNIFIN, JUSTIN A	473.41
09059-036-O	5748 UTAH AVE	MCPHERSON, COLLEEN	R & J EQUITIES, LLC	221.27
09059-036-O	5748 UTAH AVE	CHAMBLISS, LYNN	R & J EQUITIES, LLC	444.30
09056-029-O	627 W VAN HOESEN BL	STOLT, BARBARA	DENALI PROPERTY MANAGEMEN	385.73
00490-025-O	7068 VENICE DR	GABEL, VALARIE	GABEL. ROBERT & VALARIE	943.42
06900-004-O	8931 WARUF AVE	WINTER, JEFFREY	WINTER, JEFFREY R & CHRISTINI	99.30
00010-240-O	6841 S WESTNEDGE AVE	MERLIN CORPORATION	HOVINGA, BRUCE & KAREN	349.49
04920-012-O	10703 S WESTNEDGE AVE	BERKHEISER, VON D	BERKHEISER, VON D	13.81
09180-008-O	1304 WETHERFIELD SOUTH DR	THYSSE, MARVIN	THYSSE, MARVIN & GILKISON, TII	53.89
00880-008-O	1530 WINTERS DR	JOHNSON, JOHN	COOK, GREGORY R	481.67
02320-036-O	1825 WINTERS DR	MORFORD, NIKI	CARNEY, BLAINE & ANGELA	58.78
07020-062-O	5225 WINDYRIDGE DR	HAYES, MICHELLE L	HAYES, COREY L & MICHELLE	558.30
08220-015-O	5347 WISTERIA ST	KHALED, MASIUDDIN	KHALEDAND, M & ASGARI, S	28.72

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
05040-017-O	9603 WOODLAWN DR	LOKER, DEVIN	BERKER, ENNIS A	518.16
09360-049-O	10169 WOODLAWN DR	OLMSTEAD, MICHAEL P	NORMAN, DENNIS L TRUST	205.48
00018-604-O	3500 WOODBRIDGE LN	UNRUE, MARK	DAVIS, DARLENE TRUST	20.52
00018-530-O	3716 WOODBRIDGE LN	PHELPS, STEVE	PHELPS, STEPHEN	98.05
00018-530-O	3716 WOODBRIDGE LN	VORVA, REBECCA	PHELPS, STEPHEN	231.04
07261-036-O	7632 WOODCREST ST	MAC LEOD, KENNETH	MACLEOD, KENDALL & P S	50.00
07020-001-O	5012 WOODMONT DR	VAN HORN, MICHELLE	BUCHANAN, MICHELLE	624.63
07020-087-A	5111 WOODMONT DR	SHELBY, MICHELLE	SHELBY, MICHELLE L	1,053.49
09485-186-O	1720 WOODLAND DR	BUCHER, LINDSAY	BUCHER, LINDSAY A	59.60
09451-030-O	2414 WOODY NOLL DR	CATO, CHRISTOPHER	CATO, CHRISTOPHER R	130.70
05340-012-O	7115 WRENBURY ST	MELLEMA, JESSICA	MELLEMA, JESSICA M	11.24
Total Accounts 248			Total:	\$70,883.76

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: FY 2016-2017 Community Development Block Grant and General Fund contracts

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council approve the Fiscal Year 2016-2017 Community Development Block Grant contracts and General Fund human/public services contracts, and authorize the City Manager to execute all documents related to the contracts on behalf of the city.

Fiscal Year 2016-2017 contract documents for the provision of human/public services and fair housing services for several agencies per the Community Development Block Grant (CDBG) Program and the General Fund have been finalized. The contracts establish conditions for use of city General Fund and Community Development Block Grant funding, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2016-2017 Budget, these nine contracts include:

Fund	Agency	Amount
General	Portage Community Center	\$82,386
General	Housing Resources, Incorporated	\$20,735
General	YWCA	\$11,685
General	Catholic Charities	\$11,635
General	Gryphon Place	\$2,500
General	Lending Hands	\$1,500
General	Goodwill Industries	\$1,500
CDBG	Portage Community Center	\$41,928
CDBG	Fair Housing Center of Southwest Michigan	\$2,000

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

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

Attachments: 1. Human/public service and fair housing service contracts

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2016-2017**

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

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

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2016** and shall terminate on **JUNE 30, 2017**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided (\$82,386): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:
 1. Youth Development: \$35,426
 - Tutoring
 - Shop Lifting Prevention for 5th Graders
 - Middle and High School Programming- After School and Summer
 - Community Service & Volunteerism
 - Substance Abuse Programming
 - Children's Holiday Program
 - Information & Referral
 2. Community Collaboration: \$28,835
 - Information and Referral/Resource Link
 - Host Agency Services
 - Kalamazoo County Health and Community Services Department
 - American Red Cross and Michigan Blood
 - Kalamazoo County Bar Association
 - Self Help Groups
 - Retail Fraud Diversion
 - Misc. others
 3. Emergency Assistance: \$18,125

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

- III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. PCC will maintain records in such manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at

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

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

For the period covering the term of this Agreement, reports are due on October 14, 2016, January 11, 2017, April 14, 2017 and July 14, 2017. Additionally, PCC agrees to furnish the city with the following:

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

VI. Payments by City: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the General Fund appropriation of **Eighty Two Thousand Three Hundred Eighty Six Dollars (\$82,386.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

VII. City not Liable: PCC, its officers, agents and employees, and all subcontractors that are officers, agents or employees, at all times, shall be considered as independent contractors and not as city employees. PCC shall exercise all supervisory control and general control over all workers duties, payment of all wages to employees and the right to hire, fire and discipline all its employees. As an independent contractor, PCC's payment under this

Contract shall not be subject to any withholding for tax, social security or other purposes; nor shall PCC, its officers, agents or employees or any subcontractors or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance or unemployment compensation or the like from the city.

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

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

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

hosting other agencies shall be PCC's alone and nothing in the Agreement shall prohibit or restrict PCC in making that decision.

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

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

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

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

XIII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER

325 East Centre Avenue, Portage, MI 49002

BY:

DATE:

Chris Buckley, Executive Director

BY:

DATE:

Julie Vickery, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM
DATE: 5/19/16
Don

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
HOUSING RESOURCES, INC.
FY 2016-17**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** as to funds to be provided. All services to be provided by HRI and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: HRI agrees to provide the following services to those residents in the city who meet established eligibility requirements:
- Housing related Coordinated Assessment and Referral services;
 - Homelessness Prevention and Rapid Re-Housing;
 - Community Housing Hour services; and
 - Permanent Supportive Housing assistance.

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

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 11, 2017 and July 14, 2017.

V. Payments by the city: If HRI has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to HRI twice annually (subsequent to reviewing reports due January 11 and July 14) equal to one-half of the General Fund appropriation of **Twenty Thousand Seven Hundred Thirty Five Dollars (\$20,735.00)**. Payments shall be made directly to HRI. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that HRI has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat HRI in default for breach of the Agreement and hold HRI liable.

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

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: Housing Resources, Incorporated

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

BY:

DATE:

Michelle A. Davis, Executive Director

BY:

DATE:

Judy Lewis, President, Board of Directors

GRANTOR: CITY OF PORTAGE

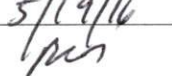
7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 5/19/16


**CONTRACT BETWEEN THE CITY OF PORTAGE AND
YWCA OF KALAMAZOO, MICHIGAN
FY 2016-17**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** as to funds to be provided. All services to be provided by the YWCA and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The YWCA agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 1. Domestic Assault Program - \$7,595: shelter, emergency 24-hour crisis phone line, counseling and related crisis intervention services to victims of domestic violation and their children, information and referral and community education.
 2. Sexual Assault Program - \$4,090: emergency support to victims of sexual assault at hospitals, 24-hour crisis phone line, individual and group counseling and related crisis intervention services, information and referral and community education.

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

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 11, 2017 and July 14, 2017.

V. Payments by the city: If the YWCA has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the YWCA twice annually (subsequent to reviewing reports due January 11 and July 14) equal to one-half of the General Fund appropriation of **Eleven Thousand Six Hundred Eighty Five Dollars (\$11,685.00)**. Payments shall be made directly to the YWCA. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the YWCA has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the YWCA in default for breach of the Agreement and hold the YWCA liable.

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

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

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

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

BY: _____ **DATE:** _____
Ann Fergman, Chair, Board of Directors

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

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

APPROVED AS TO FORM
DATE: 5/19/16
RS

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
CATHOLIC CHARITIES - THE ARK
FY 2016-17**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** as to funds to be provided. All services to be provided by the ARK and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The ARK agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Emergency shelter for youth;
 - Twenty-four (24) hour crisis phone line;
 - Youth Drop-In Services;
 - Counseling;
 - Case management and after care service;
 - Outreach and prevention education.

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

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

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

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

- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Reports are due by January 11, 2017 and July 14, 2017.

V. Payments by the city: If the ARK has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the ARK twice annually (subsequent to reviewing reports due January 11 and July 14) equal to one-half of the General Fund appropriation of **Eleven Thousand Six Hundred Thirty-five Dollars (\$11,635.00)**. Payments shall be made directly to the ARK. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the ARK has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the ARK in default for breach of the Agreement and hold the ARK liable.

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

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: CATHOLIC CHARITIES - THE ARK

1819 Gull Road, Kalamazoo, MI 49048

BY:

DATE:

Tim Lieser, President/CEO

BY:

DATE:

John Jones, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 5/19/16

APPROVED AS TO FORM

DATE: 5/19/16

CITY ATTORNEY

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-11-00 BY 1043

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
GRYPHON PLACE
FY 2016-17**

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

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** as to funds to be provided. All services to be provided by Gryphon Place and payments made by the city are to be made in accordance with the provisions hereof.

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

2-1-1 Service, which includes:

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

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

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

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

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

- V. Reports: Gryphon Place agrees to provide the city with Status Reports for the term of this Agreement. Gryphon Place agrees to furnish the city with the following on a biannual basis:
- a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the “services to be provided” section of the Agreement.
 - b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
 - c. A listing of any new projects or programs undertaken which have not been identified in the “services to be provided” section of this Agreement.
 - d. Reports are due by January 11, 2017 and July 14, 2017.

- VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 11 and July 14) equal to one-half of the General Fund appropriation of **Two Thousand Five Hundred Dollars (\$2,500.00)**. Payments shall be made directly to Gryphon Place. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Gryphon Place has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Gryphon Place in default for breach of the Agreement and hold Gryphon Place liable.

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

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

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

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

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

- IX. Insurance: Gryphon Place shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
 2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
 3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject Gryphon Place to the loss of the contract in accordance with the provision of default.
- X. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. Gryphon Place shall not assign its right to receive any sums herein provided. While Gryphon Place shall not delegate its responsibility to provide the services listed in Paragraph II above, Gryphon Place may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of hosting other agencies shall be Gryphon Place's alone and nothing in the Agreement shall prohibit or restrict Gryphon Place in making that decision.

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

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

XII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: GRYPHON PLACE

3245 South 8th Street, Kalamazoo, MI 49009

BY:

DATE:

Maricela Alcala, Executive Director

BY:

DATE:

Heather Lettow, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 5/19/16 

T:\COMMDEV\2015-2016 Department Files\CDBG\2016-17 HPSS\2016-17 contracts\Gryphon-GF.doc

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
LENDING HANDS OF MICHIGAN, INC.
FY 2016-17**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** as to funds to be provided. All services to be provided by Lending Hands and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: Lending Hands agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Medical equipment loan program to Portage residents.

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

- III. Records: Lending Hands shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. Lending Hands will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.
- IV. Reports: Lending Hands agrees to provide the city with Status Reports for the term of this Agreement. Lending Hands agrees to furnish the city with the following on a biannual basis:
 - a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
 - b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of revenues, expenditures, and changes in fund balance.
 - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
 - d. Reports are due by January 11, 2017 and July 14, 2017.

- V. Payments by the city: If Lending Hands has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Lending Hands twice annually (subsequent to reviewing reports due January 11 and July 14) equal to one-half of the General Fund appropriation of **One Thousand Five Hundred Dollars (\$1,500.00)**. Payments shall be made directly to Lending Hands. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Lending Hands has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Lending Hands in default for breach of the Agreement and hold Lending Hands liable.

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: Lending Hands of Michigan, Inc., 5350 Ivanhoe Court,
Portage, MI 49002

BY: _____ **DATE:** _____
John D. Hilliard, Executive Director

BY: _____ **DATE:** _____
David Smith, Chair and Director

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

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

APPROVED AS TO FORM
DATE: 5/19/16

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
GOODWILL INDUSTRIES OF SOUTHWESTERN MICHIGAN
FY 2016-17**

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

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017** as to funds to be provided. All services to be provided by Goodwill and payments made by the city are to be made in accordance with the provisions hereof.

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

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

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

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

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

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

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

- a. Cover letter listing services provided, total units of service delivered for all programs identified in the "services to be provided" section of the Agreement.
- b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of Revenues, expenditures, and changes in fund balance.
- c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
- d. Report is due by June 2, 2017.

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

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

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

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

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

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

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

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

XII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: GOODWILL INDUSTRIES OF SOUTHWESTERN MICHIGAN

420 East Alcott Street, Kalamazoo, MI 49001

BY:

DATE:

John Dillworth, President and CEO

BY:

DATE:

Amy Taylor, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, Acting City Manager

APPROVED AS TO FORM
DATE: 5/19/16

[Signature]

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2016-17**

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

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2016** and shall terminate on **JUNE 30, 2017**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: PCC shall provide the following services to those residents in the City of Portage who meet established lower income eligibility requirements as outlined in Exhibit 1:
 1. Emergency Assistance - \$37,428
 - Food and Financial Assistance
 - Clothing Bar
 - Holiday Food Baskets
 2. Transportation Assistance Program - \$3,000
 3. Youth Recreation Scholarship Program - \$1,500

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

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

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

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

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

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

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

<u>For the Period</u>	<u>Due Date</u>
7/1/16 through 9/30/16	10/14/16
10/1/16 through 12/31/16	1/11/17
1/1/17 through 3/31/17	4/14/17
4/1/17 through 6/30/17	7/14/17

Each report shall include the following:

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

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

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

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

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

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

- VII. Payments by city: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the CDBG Fund appropriation of **Forty One Thousand Nine Hundred Twenty Eight Dollars (\$41,928.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER

325 East Centre Avenue, Portage, MI 49002

BY:

DATE:

Chris Buckley, Executive Director

BY:

DATE:

Julie Vickery, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 5/19/16

Income limits for CDBG Funded Program, effective March 28, 2016

Kalamazoo County – Median Income \$63,100 (family of four)

Household Size	Extremely Low Income - 30% of Median HH	Very Low Income - 50% of Median HH	Low Income - 80% of Median HH
1 Person	\$13,300	\$22,100	\$35,350
2 Person	\$16,200	\$25,250	\$40,400
3 Person	\$20,160	\$28,400	\$45,450
4 Person	\$24,300	\$31,550	\$50,500
5 Person	\$28,440	\$34,100	\$54,550
6 Person	\$32,580	\$36,600	\$58,600
7 Person	\$36,730	\$39,150	\$62,650
8 Person	\$40,890	\$41,650	\$66,700

The above income limits, which are set by the U.S. Department of Housing & Urban Development, are based on median family income for the Kalamazoo-Portage MSA, and change on an annual basis.

SUMMARY OF BENEFITS

City of Portage Community Development Block Grant Program - Quarterly Sub-recipient Report Fiscal Year: 2016-17

NAME OF SUBRECIPIENT:	PERIOD COVERED:	FROM:	TO:
-----------------------	-----------------	-------	-----

ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	BUDGETED	EXPENDED THIS REPORTING PERIOD

SUMMARY OF ACTIVITIES HAVING DIRECT BENEFITS

City of Portage Community Development Block Grant Program - Quarterly Sub-recipient Report Fiscal Year: 2016-17

ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	EXPENDED THIS REPORTING PERIOD	ACCOMPLISHMENTS/STATUS

SOCIO-ECONOMIC DATA FOR NUMBER OF PERSONS OR HOUSEHOLDS SERVED BY ACTIVITY

INCOME DATA	Number of Persons or Households Served
Extremely Low Income/30% of Median H.H. Income:	
Very Low Income/50% of Median H.H. Income:	
Low Income/80% of Median HUH. Income:	

HEAD OF HOUSEHOLD DATA	Number of Persons or Households Served
Female-Headed Households	
Male-Headed Households	

RACE & ETHNICITY DATA	Number of Persons or Households Served		Number of Persons or Households Served
White		White & <i>Hispanic</i>	
Black/African American		Black/African American & <i>Hispanic</i>	
Asian		Asian & <i>Hispanic</i>	
American Indian/Alaskan Native		American Indian/Alaskan Native & <i>Hispanic</i>	
Native Hawaiian/Other Pacific Islander		Native Hawaiian/Other Pacific Islander & <i>Hispanic</i>	
American Indian/Alaskan Native & White		American Indian/Alaskan Native & White & <i>Hispanic</i>	
Asian & White		Asian & White & <i>Hispanic</i>	
Black/African American & White		Black/African American & White & <i>Hispanic</i>	
American Indian/Alaskan Native & Black/African American		American Indian/Alaskan Native & Black/African American & <i>Hispanic</i>	
Balance/Other		Balance/Other & <i>Hispanic</i>	

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN
FAIR HOUSING SERVICES: CDBG FUND FY 2016-17**

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

- I. Term of Contract: The term of this contract shall commence on **JULY 1, 2016** and shall terminate on **JUNE 30, 2017**. All services performed by the Center and payments made by the city are to be made in accordance with the provisions hereof.
- II. Contractor's Address: The Center's address is:
 405 West Michigan Avenue, Suite 6
 Kalamazoo, Michigan 49007
- III. Services to be Provided: The Center shall provide the following services consistent with the Community Development Block Grant Program goal of affirmatively furthering fair housing.
 1. Host a minimum of two fair housing presentations targeted toward Portage property owners/managers, realtors and/or financial institutions, and preferably within the City of Portage. Target Deadline: June 2017.
 2. Host a fair housing education event targeted toward Portage residents and/or business during Fair Housing Month. This event will be conducted primarily by the Center, but may be in participation with other partners. Target Deadline: April 2017. Estimated Budget: \$500.
 3. Present an overview of fair housing activities to the Human Services Board and accept a resolution at a meeting of City Council in recognition of National Fair Housing Month. Target Deadline: April 2017.
 4. Provide fair housing activities targeted toward Portage residents and/or businesses including information and referral, education and outreach, and fair housing enforcement services. Target Deadline: June 2017. Estimated Budget: \$1,500.

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

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

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

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

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

<u>For the Period</u>	<u>Due Date</u>
7/1/16 through 12/31/16	1/11/17
1/1/17 through 6/30/17	6/30/17

Each report shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVIII. Other Terms:

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

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

SIGNED BY:

GRANTEE/CONTRACTOR: THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN

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

BY: _____ **DATE:** _____
Robert Ells, Executive Director

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

GRANTOR: CITY OF PORTAGE

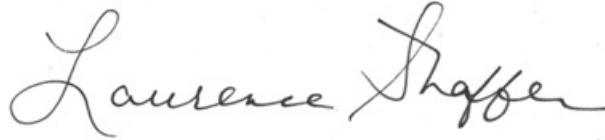
7900 South Westnedge Avenue, Portage, MI 49002

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

APPROVED AS TO FORM
DATE: 5/19/16

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Bond Counsel Services

SUPPORTING PERSONNEL: William Furry, Finance Director

ACTION RECOMMENDED: That City Council accept the five-year proposal to renew the Bond Counsel and Financial Services Contract with Axe & Ecklund, P.C. and authorize the City Manager to execute all documents related to the contract.

For nearly 23 years, the City of Portage has contracted with Axe & Ecklund, P.C. for bond counsel and financial services. The current contract will expire June 30, 2016. Axe & Ecklund, P.C. has satisfactorily performed its services, including assisting the city maintain or improve its bond rating several times, supporting the creation of the DDA, LDFA, Brownfield, TIF and various other developments and successfully accomplishing each bond issuance, from the first bond resolution to the bond closing. The staff at Axe & Ecklund, P.C., who are very knowledgeable with regard to bond law, Michigan law, the City of Portage Charter and ordinances, has provided the city guidance in the refunding of ten bond issues over the past five years, saving the city a total of \$5,690,658.

Axe & Ecklund, P.C. has proposed to extend the current contract for a five-year period, with no changes in their sliding fee schedule (which has remained unchanged for the past 23 years). Copies of Axe & Ecklund's Bond and Fee schedules are attached for the information of Council.

FUNDING: N/A

Attachments: 1. Fee schedule

SCHEDULE OF BOND COUNSEL FEES
FOR
CAPITAL IMPROVEMENT, LDFA, CONTRACT, SPECIAL ASSESSMENT,
TRANSPORTATION FUND, BUILDING AUTHORITY
AND REVENUE BONDS

AMOUNT OF BONDS	FEE
Less than \$500,000	\$1,500 (for any issue of \$150,000 or less) plus 1% (.01) of the amount in excess of \$250,000
\$500,000 or more but less than \$1,000,000	\$4,000 plus 1/2 of 1% (.005) of the amount in excess of \$500,000
\$1,000,000 or more but less than \$3,000,000	\$6,500 plus 1/4% of 1% (.0025) of the amount in excess of \$1,000,000
\$3,000,000 or more	\$11,500 plus 1/5% of 1% (.002) of the amount in excess of \$3,000,000

The services to be performed for such fee consist of preparing and/or examining all proceedings prior to action being taken thereon by the administrative or governing body involved; preparation of contracts and authorizing resolutions for the issuer and such municipalities are agreeing to pay the capital cost of the project or are consenting or are contracting and consenting to service for individual users within their boundaries; conferring with and advising finance officers and consultants with respect to the proceedings and procedures required to finance the project; conferring with financial consultants with respect to the details of proposed bonds in connection with the public or private sale thereof; preparation of all closing papers and transcripts of proceedings; if necessary, conferring with the Municipal Finance Division, Michigan department of Treasury, with respect to the legal details of a proposed bond issue and the approval thereof; attendance at such meetings, conferences, public hearings and closings may be required; and issuing Bond Counsel's final approving opinion to the purchaser of the bonds.

Extraordinary Services. Such fees do not include extraordinary services such as the handling of litigation which may arise with respect to the project, services in connection with property acquisition and condemnation, preparation of revenue projections rolls and proceedings, advising in connection with construction contracts and construction bids, advising in connection with the preparation or examination of applications for state or federal grants or loans, participation in the preparation, negotiation or adoption of operating agreements or agreements with respect to water supply or sewage disposal services with public corporations not involved in financing of the project, advising in connection with the adoption of connection and rate ordinances (by the local municipalities) and other services which are agreed in advance to be of an extraordinary nature. Such work shall be performed at the established hourly rate(s) of the involved lawyer(s) for such actual time as is expended performing the work.

Attending Local Sale. No additional fee will be charged for an attorney to attend the sale at any location other than the offices of the Municipal Advisory Council of Michigan in Detroit.

Post-Delivery Tax-Related Requirements. The foregoing Bond Counsel fees include assisting the issuer with compliance with the issuer's post-delivery federal income tax-related covenants, such as rebate or redemption requirements, including federal tax forms.

Expenses and Disbursements. In addition to the applicable fees, the issuer will be billed for expenses incurred and disbursements made on its behalf. Expenses and disbursements generally will be billed after delivery of the issue, but may be billed on a monthly basis as they are incurred or made with a final billing after delivery.

SCHEDULE OF BOND COUNSEL FEES
FOR
VOTED GENERAL OBLIGATION BONDS
(NON-SCHOOL)

FACE AMOUNT OF BONDS	FEE
Less than \$500,000	\$1,500 (for any issue of \$150,000 or less) plus 5/10 of 1% (.005) of the amount in excess of \$150,000
\$500,000 or more but less than \$1,000,000	\$3,750 plus 4/10 of 1% (.004) the amount in excess of \$500,000
\$1,000,000 or more less than \$5,000,000	\$5,250 plus 2/10 of 1% (.002) of the amount in excess of \$1,000,000
\$5,000,000 or more	\$13,250 plus 1/10 of 1% (.001) of the amount in excess of \$5,000,000

The above fees include only the usual services in the creation of projects authorized by law or charter to be financed by general obligation bonds, including the preparation of all proceedings and closing papers for the issuance and sale of one or more series issued and sold in one set of proceedings, and including attending meetings with and hearings before the governing body as needed and supervising the sale, printing and delivery of the bonds and issuance of Bond Counsel's final approving opinion to the purchaser of the bonds.

If other types of bonds, such as revenue or special assessment bonds, are issued at the same time, a separate fee schedule will apply to them. If trust agreements or other documents pledging additional revenue sources are necessary, the fee will be computed in accordance with the schedule for Bond Counsel Fees and LDFA, Contract, Special Assessment, Transportation Fund, Building Authority and Revenue Bonds.

In the event of hearings before regulatory bodies (other than the Municipal Finance Division, Michigan department of Treasury), litigation, services in connection with acquisition of rights-of-way, licenses, easements, permits or real estate, special rate and use ordinances, supply and disposal contracts are required, such work will be performed at the established hourly rate(s) of the involved lawyer(s) for such actual time as is expended in performing the work.

Attending Local Sale. No additional fee will be charged for an attorney to attend the sale at any location other than the offices of the Municipal Advisory Council of Michigan in Detroit.

Post-Delivery Tax-Related Requirements. The foregoing Bond Counsel fees include assisting the issuer with compliance with the issuer's post-delivery federal income tax-related covenants, such as rebate or redemption requirements, including federal tax forms.

Expenses and Disbursements. In addition to the applicable fees, the issuer will be billed for expenses incurred and disbursements made on its behalf. Expenses and disbursements generally will be billed after delivery of the issue, but may be billed on a monthly basis as they are incurred or made with a final billing after delivery.

Las.rfp-por-axe-2

JUNE 14, 2016

TO: Honorable Mayor and City Council**FROM:** Laurence Shaffer, City Manager**SUBJECT:** Crash/Crime/Fire Scene Illustrator - Sole Source Purchase**SUPPORTING PERSONNEL:** Richard White, Director of Public Safety - Police / Fire Chief

ACTION RECOMMENDED: That City Council approve the sole source purchase of a Focus3D X 330 HDR Laser Scanner from FARO Technologies of Lake Mary, Florida, at a total cost of \$83,699 and authorize the City Manager to execute all related documents on behalf of the city.

With 3D illustration replacing crime, crash and fire scene sketches, scene reconstruction can now be visited multiple times to verify witness testimony or evaluate hypotheses. Investigators can accurately analyze line of sight, blood spatter and bullet trajectories to complement other techniques, such as offender's height estimation from video surveillance. By allowing investigators to document these types of scenes in 3D, the latest technology now captures an exact record of an entire scene at the touch of a button.

The Portage Department of Public Safety – Police Division's current total mapping station is ten years old and outdated, lacking the laser mapping technology. Per the FY 2016-2017 Capital Improvement Program budget, the existing equipment is scheduled for replacement. The Police Division recommends the purchase of a Focus3D X 330 HDR Laser Scanner, which is a high-speed 3D laser scanner with extra-long range. It has a functional capability to scan objects up to 1,082 feet (330m) away, even in varying lighting conditions, delivering realistic, detailed and lifelike color scan results. With its integrated GPS receiver, the laser scanner is able to correlate individual scans in post-processing, making it ideal for crime, crash and fire scene investigations.

The increased range and scan quality of the Focus3D X 330 HDR considerably reduces the effort involved in measuring and post-processing. The equipment significantly decreases the time spent on-scene, while improving safety and minimizing traffic congestion. The 3D scan data can easily be imported into all commonly used software solutions for crime, crash and fire scene reconstruction. Distance dimensions, area and volume calculations, analysis and inspection tasks can be carried out quickly, precisely and reliably. This forensic tool will make it possible for forensic investigators to perform extensive analysis and create compelling courtroom exhibits.

The total cost for the Focus3D X 330 HDR Laser Scanner is \$83,699. FARO Technologies developed and manufactured the Focus3D X 330 HDR Laser Scanner, which is the only high-speed, ultra-compact, 3D laser scanner on the market. No other comparable product exists that can match its combination of a high scan rate, small / light weight size, extended range, Class 1 laser safety rating and high quality color imagery, making FARO Technologies a sole-source vendor for this product. A

video demonstration of this product may be viewed by visiting the following website:
https://www.dropbox.com/s/bdqqwrfdw13m7ht/01-137-15_A.mp4?dl=0.

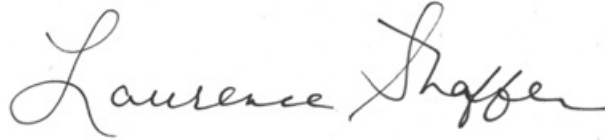
Therefore, it is recommended that City Council approve the purchase of a Focus3D X 330 HDR Laser Scanner from FARO Technologies at a total cost of \$83,699 and authorize the City Manager to execute all related documents.

FUNDING: The project is included as part of FY 2016-2017 in the Capital Improvement Program budget, with a Council-approved appropriation of \$85,000.

Attachments: 1. N/A

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Non-Discrimination Ordinance

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council:

1. accept the Non-Discrimination Ordinance for a first reading and set a public hearing for June 28, 2016; and
2. subsequent to the public hearing, take final action on June 28, 2016.

In response to a proposal by City Council, the Human Services Board has worked with the City Administration and the City Attorney over the past several months to draft a Non-Discrimination Ordinance. The Human Services Board began its review in March 2016 and the information that was initially considered included:

- An Executive Summary of a 2013 report by the Michigan Civil Rights Commission (MCRC) entitled “*LGBT Inclusion Under Michigan Law with Recommendations for Action.*” This report indicates that LGBT discrimination is present in Michigan. In addition to affecting victims, a discriminatory climate hurts efforts to position the state and its communities as a welcoming place to live and do business, and has a negative effect on the economy.
- A 2015 *Non-Discrimination Ordinance Template* developed by the MCRC for local community review.
- A list of 40 Michigan communities with non-discrimination ordinances, including the nearby communities of the City of Kalamazoo, Kalamazoo Township and Oshtemo Township.

Subsequent to this initial meeting, staff researched model ordinances and best practices among other Michigan municipalities to determine the appropriate scope of the ordinance, including core protections to be included in a local ordinance. Based on this research, the draft ordinance provides core protections in three areas: housing, employment and public accommodations. The ordinance includes protections for persons covered under state and federal civil rights statutes, as well as additional protections for sexual orientation and gender identity. The draft ordinance is similar to ordinances adopted by Oshtemo Township, Kalamazoo Township and the City of Fenton, among others. Not only are some of these ordinances local, but they are also specifically used as examples of ordinances that include a moderate approach to non-discrimination issues.

A summary of the major provisions of the proposed ordinance is as follows.

Intent, Purpose and Construction

The intent of the ordinance is that no person be denied equal protection, enjoyment of civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity.

The draft ordinance also specifies that the prohibitions against discrimination in the ordinance shall not be deemed preempted by federal or state law, but are intended to supplement state and federal civil rights laws prohibiting discrimination.

Discriminatory Practices

The ordinance outlines discriminatory practices in housing, public accommodations and employment that are prohibited.

With regard to housing, the ordinance specifies no person shall discriminate in: 1) leasing or selling housing; 2) the terms, conditions, maintenance or repair of housing; 3) the financing for the purchase, repair or remodeling of housing; or 4) the referral or listing of housing information.

With regard to public accommodations (which include educational, governmental, health, entertainment, recreational, refreshment, transportation, financial institution, business or facility of any kind), the ordinance specifies no person shall discriminate in making available goods, services, facilities, privileges and accommodations of any place of public accommodation. Nothing in this section of the ordinance permits access to a place of public accommodation for the purpose or intent of engaging in criminal conduct. In addition, this section of the ordinance does not require the construction of unisex, single-use restrooms, changing rooms, locker rooms or shower facilities.

With regard to employment, the ordinance specifies no person, labor organization or employment agency shall discriminate in: 1) the employment, compensation, work classifications, conditions or terms, promotion or demotions or termination of employment; 2) the membership in a labor union or apprenticeship program; or 3) the procurement or recruitment of a person for employment. This section of the ordinance allows exemptions when there is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise.

Exceptions

The ordinance provides a section that allows exceptions, consistent with state and federal statutes. Examples include exceptions for religious institutions, owner-occupied housing and housing permitted to be restricted by age and/or disability; bona fide employment requirements and/or affirmative action programs; private clubs not open to the public, amongst others.

Ordinance Enforcement and Penalties

Finally, in mirroring many existing ordinance examples the draft ordinance provides a simplified approach to investigation and enforcement, which is administered internally by the City Manager. A signed, written complaint must be provided within 180 days of the incident forming the basis of the complaint. Within 30 days, the City Manager shall undertake an investigation of the alleged violation. If the investigation establishes a violation occurred, the City Manager may: 1) refer the matter to a Conflict Resolution Service; 2) refer the complaint to the Department of Public Safety/City Attorney for prosecution; or 3) attempt to resolve the matter through a conciliation agreement.

In keeping with the majority of the ordinances reviewed, the penalty for a violation is a civil infraction, as well as relief permitted under state law, which may also include injunction. Like many others, the draft ordinance proposes the standard “not more than \$500” fine. In most cases, the City Manager would pursue conciliation agreements as opposed to penalties and other enforcement options.

The Human Services Board held a public hearing on May 26, 2016, which was well attended. Twelve citizens spoke in favor of the ordinance and provided personal testimony regarding the benefits the ordinance protections would provide to themselves, their families and the community at large. Written communications objecting to the ordinance were submitted by two citizens. The Board closed the public hearing and further deliberated on the draft ordinance at their June 2, 2016 meeting. After further discussion, the Board unanimously recommended approval of the Non-Discrimination Ordinance to City Council.

Therefore, it is recommended that City Council accept the Non-Discrimination Ordinance for a first reading and set a public hearing for June 28, 2016; and subsequent to the public hearing, take final action on June 28, 2016.

FUNDING: Not Applicable

Attachments:

1. Department of Community Development report dated May 20, 2016
2. Human Services Board Minutes of May 26, 2016 and June 2, 2016
3. Ordinance Amendment
4. First Reading Non-Discrimination Ordinance

TO: Human Services Board**DATE:** May 20, 2016**FROM:** Vicki Georgeau,  Director of Community Development**SUBJECT:** Non-discrimination Ordinance

At the March 3, 2016 Human Services Board meeting, the City Attorney and staff provided initial information regarding a proposal by City Council to develop a draft local non-discrimination ordinance. Included in the information provided was:

- An Executive Summary of a 2013 report by the Michigan Civil Rights Commission (MCRC) entitled "*LGBT Inclusion Under Michigan Law with Recommendations for Action*". This report indicates that LGBT discrimination is present in Michigan. In addition to affecting victims, a discriminatory climate hurts efforts to position the state and its communities as a welcoming place to live and do business, and has a negative effect on the economy.
- A 2015 *Non-Discrimination Ordinance Template* developed by the MCRC for local community review.
- A list of 40 Michigan communities with non-discrimination ordinances, including the nearby communities of the City of Kalamazoo, Kalamazoo Township and Oshtemo Township.

Subsequent to this initial meeting, the City Attorney and City Administration conducted research on model ordinances and best practices among other Michigan municipalities to determine the appropriate scope of the ordinance, including core protections to be included in a local ordinance.

Based on this research, it is recommended the local non-discrimination ordinance provide three core protections in the areas of housing, employment, and public accommodations. The ordinance would include protections for persons covered under state and federal civil rights statutes, as well as additional protections for sexual orientation and gender identity. The draft ordinance is similar to ordinances adopted by Oshtemo Township, Kalamazoo Township and the City of Fenton, among others. Not only are some of these ordinances local, but they are also specifically used as examples of "good" ordinances that include a moderate approach to non-discrimination issues.

Attached is the draft Non-Discrimination Ordinance, and a summary of the major provisions of the proposed ordinance is as follows.

- **Intent, Purpose and Construction**

The intent of the ordinance is that no person be denied equal protection, enjoyment of civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

The draft ordinance also specifies that the prohibitions against discrimination in the ordinance shall not be deemed preempted by federal or state law, but are intended to supplement state and federal civil rights laws prohibiting discrimination.

- **Definitions**

The draft ordinance includes a definitions section that clarifies the meaning of several terms used in the ordinance, including, but limited to the definition of discrimination and various persons protected by the ordinance.

- **Discriminatory Practices**

The ordinance outlines discriminatory practices in housing, public accommodations and employment that are prohibited.

With regard to housing, the ordinance specifies no person shall discriminate in: 1) leasing or selling housing; 2) the terms, conditions, maintenance or repair of housing; 3) the financing for the purchase, repair or remodeling of housing; or 4) the referral or listing of housing information.

With regard to public accommodations (which includes an educational, governmental, health, entertainment, recreational, refreshment, transportation, financial institution, business or facility of any kind), the ordinance specifies no person shall discriminate in making available goods, services, facilities, privileges, and accommodations of any place of public accommodation. Nothing in this section of the ordinance permits access to a place of public accommodation for the purpose or intent of engaging in criminal conduct. In addition, this section of the ordinance does not require the construction of unisex, single use restrooms, changing rooms, locker rooms or shower facilities.

With regard to employment, the ordinance specifies no person, labor organization or employment agency shall discriminate in: 1) the employment, compensation, work classifications, conditions or terms, promotion or demotions, or termination of employment; 2) the membership in a labor union or apprenticeship program; 3) the procurement or recruitment of a person for employment. This section of the ordinance allows exemptions when there is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise.

- **Exceptions**

The ordinance provides a section that allows exceptions, consistent with state and federal statutes. Examples include:

- ✓ Religious institutions may restrict the occupancy of housing facilities or accommodations operated as a direct part of religious activities;
- ✓ Religious institutions may restrict employment opportunities for officers, religious instructors and clergy;

- ✓ A housing facility or development restricted to persons of low income, one sex, disability or over 55 years of age;
- ✓ Public accommodations or employment privileges or assistance to persons of low income, persons over 55 years of age or disable persons;
- ✓ Engaging in a bona fide affirmative action program;
- ✓ Exclusion based on age, as required by state and/or federal law (e.g. excluding minors entry to a bar or adult entertainment facility);
- ✓ To provide discounts on the basis of age (e.g. student or senior discounts);
- ✓ To limit the use of educational or governmental facilities to those affiliated with such institutions;
- ✓ To limit the rental of a housing facility that is occupied by the owner of the housing;
- ✓ The ordinance does not apply to a private club not open to the public. If the private club permits members to invite guests, such organization is not exempted as it concerns a member's guest.

• **Ordinance Enforcement and Penalties**

The draft ordinance provides a simplified approach to investigation and enforcement, which is administered internally by the City Manager. A signed, written complaint must be provided within 180 days of the incident forming the basis of the complaint. Within 30 days, the City Manager shall undertake an investigation of the alleged violation. If the investigation establishes a violation occurred, the City Manager may: 1) refer the matter to a Conflict Resolution Service; 2) refer the complaint to the Department of Public Safety/City Attorney for prosecution; or 3) attempt to resolve the matter through a conciliation agreement.

In keeping with the majority of the ordinances reviewed, the penalty for a violation is a civil infraction, as well as relief permitted under state law, which may also include injunction. Like many others, the draft ordinance proposes the standard "not more than \$500.00" fine. In most cases, the City Manager would pursue conciliation agreements as opposed to penalties and other enforcement options.

Community Development staff and the City Attorney will be in attendance at the May 26th public hearing to address questions and comments in regard to the draft ordinance. After review and consideration of the public comments, it is recommended that the Board close the public hearing and make a recommendation to City Council on the draft ordinance after additional review and consideration at the June 2nd Board meeting.

Attachment: Draft City of Portage Non-Discrimination Ordinance

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN BY ADDING ARTICLE 7, NON-
DISCRIMINATION ORDINANCE, OF CHAPTER 24, COMMUNITY QUALITY**

THE CITY OF PORTAGE ORDAINS:

That Chapter 24 shall be amended as follows to add Article 7, Non-Discrimination Ordinance, as follows:

CHAPTER 24. COMMUNITY QUALITY.

ARTICLE 7. NON-DISCRIMINATION ORDINANCE.

24-148. INTENT, PURPOSE AND CONSTRUCTION.

(a) It is the intent of the City of Portage that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

(b) The prohibitions against discrimination as provided for in this ordinance shall not be deemed preempted by federal or state law, but are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. Provided, however, this ordinance shall be construed and applied in a manner consistent with First Amendment jurisprudence regarding the freedom of speech and exercise of religion.

24-149. DEFINITIONS.

As used in this chapter, the following words and phrases have the following meanings:

(a) "Age." Chronological age.

(b) "City Manager." The City Manager of the City of Portage or his or her designee.

(c) "Discriminate." To make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity, of another person.

(d) "Educational institution." A public or private institution or a separate school or department thereof, including an academy, college, elementary or secondary school, extension course, kindergarten, nursery, local school system, or university, or a business, nursing, professional, secretarial, technical, or vocational school. For the purposes of this definition, educational institution includes an agent of an educational institution.

(e) "Employer." Any person employing one (1) or more persons.

(f) "Employment Agency." A person who undertakes to procure employees for an employer or procures opportunities for individuals to be employed by an employer.

(g) "Family Status." The state of being in a family.

(h) "Family." Includes either of the following:

1. Two or more individuals related by blood within three degrees of consanguinity, marriage, adoption, in a foster care relationship or legal custody relationship;

2. Functional family. A collective number of individuals domiciled together in one dwelling whose relationship is of a permanent and distinctive domestic character, with a demonstrable and recognizable bond characteristic of a cohesive unit, and who are in fact cooking and living as a single non-profit housekeeping unit. However, a "functional family" shall not include:

A. Any group of individuals whose domestic relationship is transitory, temporary or resort/seasonal in nature

B. Any group of individuals whose association is essentially for convenience or economics or for the limited duration of their education, training or a similar determinative period of time.

(i) "Gender Identity or Expression." An individual's appearance, expression, identity or behavior as being either male or female, whether or not that appearance, expression, identity and behavior is different from that which is traditionally associated with the person's gender assigned at birth as being either female or male.

(j) "Housing Facility." Any dwelling unit or facility used or intended or designed to be used as the home, domicile or residence of one or more persons including, but not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

(k) "Labor Organization." An organization of any kind or structure in which employees participate or are members and which exists for the purposes, in whole or part, of dealing with employers concerning the terms and conditions of employment of its participants or members, whether or not such organization is subordinate to or affiliated with a national or international labor organization.

(l) "Marital Status." The state of being married, never married, divorced, or widowed.

(m) "Perceived." Refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.

(n) "Person". The word "person" shall include any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.

(o) "Physical or Mental Disability." A determinable physical or mental characteristic resulting from disease, injury, congenital condition of birth, or functional disorder and is unrelated to one's ability to safely perform the work involved in jobs or positions available to such person for hire or

promotion; or unrelated to one's ability to acquire, rent and maintain property; or unrelated to one's ability to utilize and benefit from the goods, services, activities, privileges and accommodations of a place of public accommodation "Physical or Mental Disability" does not include any condition caused by the current illegal use of a controlled substance or the use of alcohol liquor by an individual.

(p) "Place of Public Accommodation." An educational, governmental, health, entertainment, cultural, recreational, refreshment, transportation, financial institution, business or facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

(q) "Religious Organization." An organization, church, group, or body of communicants that are organized not for pecuniary profit that regularly gathers for worship and religious purposes, and includes a religious-based private school that is not organized for pecuniary profit. Religious organization includes, for illustration and not limitation: churches, mosques, synagogues and other houses of worship, any subsidiary organizations; educational institutions affiliated with, controlled, or managed by those houses of worship or with articles of incorporation, bylaws and other documents stating an intention to inculcate its religious tenants in students; and, faith based organizations that, due to a sense of duty based on particular religious tenants, provide charitable services to the public.

(r) "Sexual Orientation." Male or female homosexuality, heterosexuality or bisexuality, by orientation or practice, whether past or present. This includes emotional, romantic, and/or sexual attractions, or the absence thereof, to other people. Sexual orientation also refers to a person's sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

24-150. DISCRIMINATORY HOUSING PRACTICES.

Except as otherwise provided in this ordinance, no person shall:

- (a) Discriminate in leasing, selling or otherwise make available any housing facilities.
- (b) Discriminate in the terms, conditions, maintenance or repair in providing any housing facility.
- (c) Discriminate in providing financing for the purchase, repair or remodeling of any housing facility.
- (d) Discriminate in making referrals, listings or otherwise providing information regarding a housing facility

24-151. DISCRIMINATORY PUBLIC ACCOMMODATION PRACTICES.

Except as otherwise provided in this ordinance, no person shall discriminate in making available full and equal access to all goods, services, activities, privileges, and accommodations of any place of public accommodation. However, nothing in this ordinance: i) permits or requires access to any place of public accommodation for the purpose or intent of engaging in criminal conduct; or ii) requires the construction or provision of unisex single user restrooms, changing rooms, locker rooms or shower facilities.

24-152. DISCRIMINATORY EMPLOYMENT PRACTICES.

Except as otherwise provided in this ordinance:

- (a) No employer shall discriminate in the employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any person.
- (b) No labor organization shall discriminate in limiting membership, conditions of membership, or termination of membership of any person in any labor union or apprenticeship program.
- (c) No employment agency shall discriminate in the procurement or recruitment of any person for possible employment with an employer.
- (d) A person subject to this Section 24-152 is exempt from this section if race, color, religion, national origin, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. A person subject to this section shall have the burden of establishing that the qualification is reasonably necessary to the normal operation of the business.

24-153. EXCEPTIONS.

Notwithstanding anything contained in this ordinance, the following shall not be violations of this ordinance:

- (a) For a religious organization to restrict the occupancy of any of its housing facilities or accommodations which are operated as a direct part of religious activities to persons of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to persons of that denomination. It is also permissible for a religious organization to restrict employment opportunities, educational facilities, housing facilities, and homeless shelters or dormitories that are operated as a direct part of its religious activities to persons who are members of or who conform to the moral tenets of that religious organization.
- (b) Standards established for the construction, repair, maintenance, improvement, occupancy, lease or sale of one-family and two-family dwellings which conform to federal and state laws and regulations.
- (c) For the owner or operator of a housing facility or place of public accommodation, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- (d) To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to persons of low income, persons over fifty-five (55) years of age or disabled persons.
- (e) To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment consistent with applicable state and federal law.
- (f) To discriminate based on a person's age when such discrimination is required by state, federal, or local law.

- (g) To refuse to enter a contract with an unemancipated minor.
- (h) To refuse to admit to a place of public accommodation serving alcoholic beverages to a person under the legal age for purchasing alcoholic beverages.
- (i) To refuse to admit to a place persons under eighteen (18) years of age to a business providing entertainment or selling literature that the operator of said business deems unsuitable for minors.
- (j) For an educational institution to limit the use of its facilities to those affiliated with such institution.
- (k) To provide discounts on products or services to students, or on the basis of age.
- (l) To discriminate in any arrangement for the shared ownership, lease or residency of a dwelling unit.
- (m) For a governmental or educational institution to restrict any of its facilities or to restrict employment opportunities based on duly-adopted institutional policies that conform to federal and state laws and regulations.
- (n) To restrict participation in an instructional program, athletic event or on an athletic team that conforms to federal and state laws and regulations.
- (o) This ordinance shall not apply to a private club, or other establishment not in fact open to the public, except to the extent that the goods, services, facilities privileges, advantages or accommodations of the private club or establishment are made available to the customers or patrons of another establishment that is a place of public accommodation or is licensed by the State under Act No. 8 of the Public Act of 1933, being MCLA 436.1-436.58, the Michigan Liquor Control Act as amended. This exemption shall not apply to a private club that is otherwise defined as a place of public accommodation in this ordinance. Further, to the extent that the private club permits members to invite guests on the premises, such organization is not exempted as it concerns a member's guest.
- (p) To the employment of an individual by one's family.
- (q) For an employer offering health or pension plans to provide marital or familial status limitations in such plans provided those limitations conform to state and federal laws, rules and regulations.
- (r) To the rental of housing facilities in a building which contains dwelling units for not more than two families living independently of each other if the owner of the building or a member of the owner's family resides in one of the dwelling units, or to the rental of a room or rooms in a single-family dwelling by an individual if the lessor or a member of the lessor's family resides in the dwelling.
- (s) To allow use of facilities or services by persons that may be affiliated with, or otherwise supported by, a religious organization, which may espouse policies or practices inconsistent with the general intent of this ordinance.

(t) With respect to gender only, to a private educational institution which provides an education to only persons with one gender.

24-154. INFORMATION AND INVESTIGATION.

(a) Any person claiming a violation of this ordinance shall file a signed, written complaint with the City Manager setting forth the details, including the names, dates, witnesses and other factual matters relevant to the claim within 180 days of the incident forming the basis of the complaint.

(b) No person shall provide false information to any authorized employee investigating a complaint regarding a violation of this ordinance.

(c) In the course of the investigation, the City Manager may request a person to produce books, papers, records or other documents which may be relevant to a violation or alleged violation of this ordinance. If said person does not comply with such request, the City Attorney may apply to the Kalamazoo County Circuit Court for an order requiring production of said materials.

(d) Within thirty (30) days of a written complaint being filed, the City Manager shall undertake an investigation of any complaint alleging a violation of this chapter not currently recognized or proscribed by Michigan or federal anti-discrimination statutes, and cause all other complaints to be referred to an appropriate state or federal agency for review. After the completion of an investigation, the City Manager or his or her designee shall give written notice of the results of the investigation to the person who filed the complaint and the person accused of the violation. If the investigation establishes that a violation of this ordinance occurred, the City Manager shall, in his discretion, take one of the following actions: 1) refer the matter to Conflict Resolution Services or a similar mediation service who will attempt to resolve the matter by mediating a conciliation agreement; 2) refer the complaint to the Department of Public Safety/City Attorney for prosecution in a court of competent jurisdiction; 3) attempt to resolve the matter by mediating a conciliation agreement.

(e) No person shall coerce, threaten or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of this ordinance, nor require, request, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.

24-155. CONCILIATION AGREEMENTS.

(a) In cases involving alleged violations of this ordinance, the City Manager may enter into conciliation agreements whereby persons agree to methods of terminating discrimination or to reverse the effects of past discrimination. A violation of such conciliation agreements shall be a violation of this ordinance.

(b) Prosecution for violation of this chapter may be initiated by complaint of the affected person on the basis of a violation of a conciliation agreement.

24-156. PENALTIES.

(a) A violation of any provision of this chapter is a municipal civil infraction punishable by a fine of not more than \$500.00, plus court costs and the costs of prosecution, and all other

penalties permitted in accordance with the Municipal Civil Infractions Act, MCL 600.8727 et seq. as amended. In addition, the City shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this ordinance.

(b) Each day upon which a violation occurs shall constitute a separate and new violation.

(c) A violation proved to exist on a particular day shall be presumed to exist on each subsequent day unless it is proved that the violation no longer exists.

(d) Nothing contained in this ordinance shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any person for the prevention or correction of discrimination.

24-157. REPEALER.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

24-158. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

24-159. EFFECTIVE DATE.

This ordinance shall take effect [30] days following publication.

z:\jody\portage\ord\nonzone\nondiscrimination ordinance clean.050216.docx

Elizabeth Money

From: Adam Herringa
Sent: Wednesday, May 25, 2016 12:21 PM
To: Elizabeth Money
Cc: Victoria Georgeau
Subject: FW: Non-Discrimination Ordinance

Elizabeth,

This message was received by staff in the Office of the City Clerk.

- Adam

Adam Herringa
Deputy City Clerk
Office of the City Clerk
City of Portage, Michigan
herringa@portagemi.gov
(269) 329-4512 (phone)
(269) 324-8070 (fax)

-----Original Message-----

From: Sandy Wood [mailto:skwood43@gmail.com]
Sent: Monday, May 23, 2016 8:16 PM
To: Barbara Janicke; Adam Herringa; James Hudson
Subject: Non-Discrimination Ordinance

I am a white, elderly, heterosexual woman who has had the same partner (my husband) for 55 years and I do not understand why a person who chooses a deviant lifestyle should have "additional protections" that are not available to me. It seems we are now falling fast as a community and a nation to the thought that "good is evil and evil is good." I pray that our community leaders will not fall into the trap of political correctness at the expense of decency and common sense.

Elizabeth Money

From: Adam Herringa
Sent: Tuesday, May 31, 2016 8:11 AM
To: Elizabeth Money
Cc: Victoria Georgeau; James Hudson; Barbara Janicke
Subject: FW: LBGT VOTE NO !!

Here is a message that was sent to the Office of the City Clerk last Friday evening.

- Adam

-----Original Message-----

From: Julie Harpootlian [mailto:jalusa@att.net]
Sent: Friday, May 27, 2016 5:22 PM
To: Barbara Janicke; Adam Herringa; James Hudson
Subject: LBGT VOTE NO !!

I tried a message and got kicked off. I grew up in Portage; PNHS.

Dangerous policy. They recruit and make laws to justify their deviant behavior. Look at San Francisco. That is who these peoples are. Then there is that bathroom issue. NONSENSE !!

Political correctness gone awry. Have the fortitude to resist the trend of sexual perversion and lets embrace proper behavior!

Let alone all the lawsuits filed by LBGT against their marriage resistance. And they win. SORRY THAT IS SICK JUSTICE !

Thank you for your consideration !

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of Meeting May 26, 2016

CALL TO ORDER: 6:32 p.m.

ROLL CALL: Staff liaison Elizabeth Money called roll: Diane Durian (aye), Effie Kokkinos (aye), Ray LaPoint (absent), Elma (Pat) Maye (aye), Nadeem Mirza (aye), Edward Morgan (aye), Sandra Sheppard (aye), Fiorella Spalvieri (aye), Amanda Woodin (aye), and Lindy Nebiolo, Youth Representative, (aye). A motion was made by Maye and supported by Durian to excuse LaPoint. Motion passed 8-0.

STAFF PRESENT: Elizabeth Money, Neighborhood Program Specialist; Vicki Georgeau, Director Community Development; Laurence Shaffer, City Manager; Randy Brown, City Attorney; and Bryan Beach, Assistant City Attorney

APPROVAL OF MINUTES: Durian moved and Spalvieri supported approval of the minutes. Motion passed 8-0.

OLD BUSINESS

1. Draft Non-discrimination Ordinance: Woodin opened the discussion on the draft ordinance and then a presentation was given by Community Development Director Vicki Georgeau. The presentation provided the history and the development process for the proposed ordinance, including research and reference to existing state and federal laws and model ordinances adopted by many other Michigan communities, including the City of Kalamazoo, Kalamazoo Township, and Oshtemo Township. The overview covered the major points including: core protections, intent and purpose, discriminatory practices that would be prohibited if adopted, exemptions, and enforcement and penalties. Georgeau stated several times that the proposed ordinance supplements existing state and federal laws by offering the same protections for sexual orientation and gender expression that already exist for race, gender, familial status, weight, ethnicity, and other protected classes. At the end of the presentation, Woodin asked if the Board had any questions. Morgan asked if people felt uncomfortable in a restroom or public area with someone who was transgender, could they file a complaint under this ordinance? How would the city address complaints if someone felt uncomfortable? Georgeau again summarized the process to file a complaint and the process of investigation and added that the ordinance addresses concerns over people who were being discriminated against. As there were no further Board questions, Spalvieri moved and Durian supported opening the public hearing at 7:16 p.m. Motion passed 8-0. Twelve citizens spoke in regards to the ordinance, as follows: Andy Robinson, 622 Cliffwood Avenue; Cheryl Gilliam, 9727 Southern Oaks Court; Megan Weinberg, 704 S. LaGrave, Paw Paw (employed at Abraxas, 701 E. Milham Avenue); Christy Moore, 6570 Aldersgate Drive; Rita Stevens, 5249 Windyridge; Scott Anderson, 420 Gladys; Nancy Acker, 2396 Shady Oak Cove; Molly Williams, 2425 Sagebrush, Kalamazoo; Ginger Clifton, 3429 Woodhams Avenue; Reverend Duffy Peet, 8353 Greenspire Drive and on behalf of the Unitarian Universalist Community Church, 10441 Shaver Road; Cathy Greaves, 2651 Woody Noll Drive; Mike Hanley, 6323 Echo Court 2A. All citizens spoke in favor of adopting the ordinance, with several giving personal testimony. Testimony included several statements on the overwhelming support and acceptance from the Portage community for themselves or their transgender children, outstanding support from the Portage Public School District, and inclusion in their work environments. Several citizens worked for organizations in a social service or human resource capacity and stated they had seen the negative effects of discrimination first hand, that laws like these were unfortunate but necessary, and that it was time to protect the LGBT community consistent with protections for others. Several citizens spoke on behalf of their children and that when it was time for them to look for employment, shop, or use public facilities, they did not want to have conversations with them about what discrimination would look like. They wanted their children, and anyone else not currently protected, to enjoy the same rights and privileges afforded everyone else. Cheryl Gilliam gave poignant testimony of how she remembers what it was like

in the South during segregation and that there was a time when white people could not imagine using a bathroom or sharing anything with a person of color and that it made them uncomfortable. If someone was uncomfortable using a restroom with a transgender person, then they needed to learn to adapt. Discomfort is not a reason to continue to discriminate and Portage needed to be one of the cities filled with equality. Reverend Duffy Pete, Unitarian Universalist Community Church, read a statement on behalf of the entire congregation in support of the proposed ordinance. As no further comments were given, Morgan moved and Mirza supported closing the public hearing at 7:40 p.m. Motion passed 8-0. Woodin indicated that City Attorney Brown was present to address any questions. As there were none from the citizens, she asked if he had anything to add. Brown indicated that much had been said, and that Director Georgeau's presentation provided a good overview, and the Board had already had several meetings where the ordinance had been discussed. He had nothing further to add unless the Board had any additional questions. As they did not, Woodin indicated they would vote on their recommendation of the proposed ordinance at the June 2, 2016 Human Services Board meeting and from there it would go to City Council. Georgeau added that it could be on the City Council agenda as early as June 14, 2016 for a first reading with a second reading on June 28th or the first meeting in July. Woodin thanked the audience for coming and for their participation.

NEW BUSINESS:

1. Kalamazoo Transit Authority LAC update - Maye: Maye had no update for the Board.

STATEMENT OF CITIZENS: None

ADJOURNMENT: Maye moved and Morgan supported adjournment. Motion passed 8-0.

Respectfully Submitted,



Elizabeth Money,
Neighborhood Program Specialist

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of Meeting June 2, 2016

CALL TO ORDER: 6:33 p.m.

ROLL CALL: Staff liaison Elizabeth Money called roll: Diane Durian (arrived at 6:37 p.m.), Effie Kokkinos (aye), Ray LaPoint (aye), Elma (Pat) Maye (aye), Nadeem Mirza (aye), Edward Morgan (absent), Sandra Sheppard (aye), Fiorella Spalvieri (absent), Amanda Woodin (aye), and Lindy Nebiolo, Youth Representative, (aye). Maye made a motion supported by Durian to excuse Spalvieri. Motion passed 6-0.

STAFF PRESENT: Elizabeth Money, Neighborhood Program Specialist; Vicki Georgeau, Director Community Development; Randy Brown, City Attorney; and Bryan Beach, Assistant City Attorney

APPROVAL OF MINUTES: Kokkinos moved and Maye supported approval of the minutes. Motion passed 6-0.

OLD BUSINESS

1. Draft Non-discrimination Ordinance: Woodin noted that two communications were received from citizens not in support of the Nondiscrimination Ordinance. She then opened the topic up for discussion. Community Development Director Georgeau indicated that the public hearing went well, a dozen citizens spoke, and almost 40 people attended the hearing. Georgeau noted that there had been no changes to the proposed ordinance and the only new material provided was the two citizen comments. Georgeau indicated that it was anticipated the Board would vote on a recommendation to City Council. Sheppard asked what responsibility the city had to respond to comments. Georgeau indicated that the public was requested to share their input and that the city does not typically respond unless there is a question or comment that merits a response and/or clarification. Mirza indicated that some people in the community feel the ordinance singles out and provides special treatment to a select group and that these protections should apply to everyone. Woodin added that she received comments from citizens that were focused on only the subject of bathroom use and that, like the citizens who feel this ordinance singles out a special group, education is needed so the public understands the full scope of the ordinance and the purpose. Sheppard added that the ordinance ensured everyone receives equal treatment by including protections for persons of the LGBT group that are already in place for others. Georgeau elaborated by indicating the ordinance supplements state and federal laws that offer protections to other groups of people that have experienced discrimination, and that the ordinance would also provide protections for the LGBT community, which were needed due to documented discrimination. Maye supported that statement by stating all communities need laws so that everyone is afforded the same protections and equal rights, the city is not making an exception, but including sexual orientation and gender identification protection along with everyone else equally. Durian stated that the public hearing was very effective due to the personal stories citizens shared and acceptance the Portage community has already demonstrated. Kokkinos spoke highly of Portage Public Schools and their efforts to be inclusive of all students. Sheppard asked if the ordinance would cover the public schools and Assistant City Attorney Beach indicated that school districts fell under the jurisdiction of the U.S. Department of Justice. Kokkinos indicated she felt like there was a cultural shift between generations and noted that, based on public comment, older generations seemed to oppose the ordinance and younger generations support it. LaPoint stated that cultural shifts move forward slowly and unevenly, and education will be important in the future. Nebiolo agreed and stated that she finds people her age accept people and their sexual orientation or gender identity, and the topic of bathrooms and who is using them is not a concern. With no more discussion, Maye made a motion to recommend that City Council adopt the Nondiscrimination Ordinance as presented. LaPoint supported. Upon roll vote, the motion passed unanimously 7-0. While Nebiolo does not have a casting vote, she also recommended that City Council adopt the ordinance.

City Attorney Brown thanked the Board for their work and indicated the process went well with opportunity for the public to voice their opinion. Woodin also thanked the Board for their efforts. Mirza thought the experience was valuable to the Board and very educational. LaPoint stated that he thought it was important for the Board to continue their role as advocates for a more inclusive community, that education is now the focus should this ordinance be adopted, and that it was disappointing that the bathroom topic had taken over the conversation when so many important protections were covered – like housing and employment. The Board and city needed to remain focused on the larger issues at hand and the bathroom focus would eventually fade away. Brown indicated that was a great point and it was key to focus on the three core areas of protection. Georgeau stated that if the ordinance was adopted, the city would engage in further public education and outreach. Mirza asked for clarification on the next steps and Brown indicated the ordinance would be on the City Council agenda for June 14th for a first reading, with a second reading and vote on June 28th. While the Council would not hold a public hearing, citizens always have an opportunity to speak at every Council meeting.

NEW BUSINESS:

1. Kalamazoo Transit Authority LAC update - Maye: Maye provided information that the new Sunday service was being used but that there was a high cancelation rate. However, the grocery service (drivers assist passengers with carrying grocery bags) was being used more on Sunday. A discussion occurred about the community vans, the high demand for these vans, the process in which an organization could certify a driver and use the vans, and that it was a good program. Overall ridership was increasing for 2016 but no information was provided yet as to why it had increased. The Board felt the addition of so many new bus shelters and route changes could have impacted increased ridership.
2. Human Services Board Summer Schedule/Small Work Groups: Woodin stated that the Board typically did not meet in June and July. Money added that the Board could cancel their July and August meetings but that Red Ribbon Week preparation would have to start immediately in September or a small group could work on it prior to the September meeting. LaPoint added that working with the public schools on Red Ribbon Week needed to start at the beginning of the school year and that after the September meeting was too late. A discussion was had if Red Ribbon Week was still relevant and Nebiolo added that it was a big event in the elementary schools but not many events were done in the high school. Georgeau gave a brief history of the city's involvement and that ongoing substance abuse problems in the community remain a focus for the school district and the city. Maye proposed a small group meet in August and she, Nebiolo, and Woodin agreed to serve on it. Money stated that the Board typically also reviewed the grant funding process and criteria each year. The Board discussed the process and it was agreed that some of the questions needed to be reviewed and alternative submission guidelines could be discussed. Durian, Woodin, LaPoint, and Spalvieri were appointed to the small group to meet over the summer, with Kokkinos serving as an alternate. With that, Mirza made a motion to cancel the July and August regularly scheduled Human Services Board meetings, with the Red Ribbon Week and grant funding small groups to meet over the summer. Durian supported. Motion passed 7-0.

STATEMENT OF CITIZENS: None.

ADJOURNMENT: Maye moved and Durian supported adjournment at 7:16 p.m. Motion passed 7-0.

Respectfully Submitted,

Elizabeth Money,
Neighborhood Program Specialist

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF PORTAGE, MICHIGAN BY ADDING ARTICLE 7, NON-
DISCRIMINATION ORDINANCE, OF CHAPTER 24, COMMUNITY QUALITY**

THE CITY OF PORTAGE ORDAINS:

That Chapter 24 shall be amended as follows to add Article 7, Non-Discrimination Ordinance, as follows:

CHAPTER 24. COMMUNITY QUALITY.

ARTICLE 7. NON-DISCRIMINATION ORDINANCE.

24-148. INTENT, PURPOSE AND CONSTRUCTION.

(a) It is the intent of the City of Portage that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

(b) The prohibitions against discrimination as provided for in this ordinance shall not be deemed preempted by federal or state law, but are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. Provided, however, this ordinance shall be construed and applied in a manner consistent with First Amendment jurisprudence regarding the freedom of speech and exercise of religion.

24-149. DEFINITIONS.

As used in this chapter, the following words and phrases have the following meanings:

(a) "Age." Chronological age.

(b) "City Manager." The City Manager of the City of Portage or his or her designee.

(c) "Discriminate." To make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity, of another person.

(d) "Educational institution." A public or private institution or a separate school or department thereof, including an academy, college, elementary or secondary school, extension course, kindergarten, nursery, local school system, or university, or a business, nursing, professional, secretarial, technical, or vocational school. For the purposes of this definition, educational institution includes an agent of an educational institution.

(e) "Employer." Any person employing one (1) or more persons.

- (f) "Employment Agency." A person who undertakes to procure employees for an employer or procures opportunities for individuals to be employed by an employer.
- (g) "Family Status." The state of being in a family.
- (h) "Family." Includes either of the following:
1. Two or more individuals related by blood within three degrees of consanguinity, marriage, adoption, in a foster care relationship or legal custody relationship;
 2. Functional family. A collective number of individuals domiciled together in one dwelling whose relationship is of a permanent and distinctive domestic character, with a demonstrable and recognizable bond characteristic of a cohesive unit, and who are in fact cooking and living as a single non-profit housekeeping unit. However, a "functional family" shall not include:
 - A. Any group of individuals whose domestic relationship is transitory, temporary or resort/seasonal in nature
 - B. Any group of individuals whose association is essentially for convenience or economics or for the limited duration of their education, training or a similar determinative period of time.
- (i) "Gender Identity or Expression." An individual's appearance, expression, identity or behavior as being either male or female, whether or not that appearance, expression, identity and behavior is different from that which is traditionally associated with the person's gender assigned at birth as being either female or male.
- (j) "Housing Facility." Any dwelling unit or facility used or intended or designed to be used as the home, domicile or residence of one or more persons including, but not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.
- (k) "Labor Organization." An organization of any kind or structure in which employees participate or are members and which exists for the purposes, in whole or part, of dealing with employers concerning the terms and conditions of employment of its participants or members, whether or not such organization is subordinate to or affiliated with a national or international labor organization.
- (l) "Marital Status." The state of being married, never married, divorced, or widowed.
- (m) "Perceived." Refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.
- (n) "Person". The word "person" shall include any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (o) "Physical or Mental Disability." A determinable physical or mental characteristic resulting from disease, injury, congenital condition of birth, or functional disorder and is unrelated to one's ability to safely perform the work involved in jobs or positions available to such person for hire or

promotion; or unrelated to one's ability to acquire, rent and maintain property; or unrelated to one's ability to utilize and benefit from the goods, services, activities, privileges and accommodations of a place of public accommodation "Physical or Mental Disability" does not include any condition caused by the current illegal use of a controlled substance or the use of alcohol liquor by an individual.

(p) "Place of Public Accommodation." An educational, governmental, health, entertainment, cultural, recreational, refreshment, transportation, financial institution, business or facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

(q) "Religious Organization." An organization, church, group, or body of communicants that are organized not for pecuniary profit that regularly gathers for worship and religious purposes, and includes a religious-based private school that is not organized for pecuniary profit. Religious organization includes, for illustration and not limitation: churches, mosques, synagogues and other houses of worship, any subsidiary organizations; educational institutions affiliated with, controlled, or managed by those houses of worship or with articles of incorporation, bylaws and other documents stating an intention to inculcate its religious tenants in students; and, faith based organizations that, due to a sense of duty based on particular religious tenants, provide charitable services to the public.

(r) "Sexual Orientation." Male or female homosexuality, heterosexuality or bisexuality, by orientation or practice, whether past or present. This includes emotional, romantic, and/or sexual attractions, or the absence thereof, to other people. Sexual orientation also refers to a person's sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

24-150. DISCRIMINATORY HOUSING PRACTICES.

Except as otherwise provided in this ordinance, no person shall:

- (a) Discriminate in leasing, selling or otherwise make available any housing facilities.
- (b) Discriminate in the terms, conditions, maintenance or repair in providing any housing facility.
- (c) Discriminate in providing financing for the purchase, repair or remodeling of any housing facility.
- (d) Discriminate in making referrals, listings or otherwise providing information regarding a housing facility

24-151. DISCRIMINATORY PUBLIC ACCOMMODATION PRACTICES.

Except as otherwise provided in this ordinance, no person shall discriminate in making available full and equal access to all goods, services, activities, privileges, and accommodations of any place of public accommodation. However, nothing in this ordinance: i) permits or requires access to any place of public accommodation for the purpose or intent of engaging in criminal conduct; or ii) requires the construction or provision of unisex single user restrooms, changing rooms, locker rooms or shower facilities.

24-152. DISCRIMINATORY EMPLOYMENT PRACTICES.

Except as otherwise provided in this ordinance:

- (a) No employer shall discriminate in the employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any person.
- (b) No labor organization shall discriminate in limiting membership, conditions of membership, or termination of membership of any person in any labor union or apprenticeship program.
- (c) No employment agency shall discriminate in the procurement or recruitment of any person for possible employment with an employer.
- (d) A person subject to this Section 24-152 is exempt from this section if race, color, religion, national origin, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. A person subject to this section shall have the burden of establishing that the qualification is reasonably necessary to the normal operation of the business.

24-153. EXCEPTIONS.

Notwithstanding anything contained in this ordinance, the following shall not be violations of this ordinance:

- (a) For a religious organization to restrict the occupancy of any of its housing facilities or accommodations which are operated as a direct part of religious activities to persons of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to persons of that denomination. It is also permissible for a religious organization to restrict employment opportunities, educational facilities, housing facilities, and homeless shelters or dormitories that are operated as a direct part of its religious activities to persons who are members of or who conform to the moral tenets of that religious organization.
- (b) Standards established for the construction, repair, maintenance, improvement, occupancy, lease or sale of one-family and two-family dwellings which conform to federal and state laws and regulations.
- (c) For the owner or operator of a housing facility or place of public accommodation, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- (d) To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to persons of low income, persons over fifty-five (55) years of age or disabled persons.
- (e) To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment consistent with applicable state and federal law.
- (f) To discriminate based on a person's age when such discrimination is required by state, federal, or local law.

- (g) To refuse to enter a contract with an unemancipated minor.
- (h) To refuse to admit to a place of public accommodation serving alcoholic beverages to a person under the legal age for purchasing alcoholic beverages.
- (i) To refuse to admit to a place persons under eighteen (18) years of age to a business providing entertainment or selling literature that the operator of said business deems unsuitable for minors.
- (j) For an educational institution to limit the use of its facilities to those affiliated with such institution.
- (k) To provide discounts on products or services to students, or on the basis of age.
- (l) To discriminate in any arrangement for the shared ownership, lease or residency of a dwelling unit.
- (m) For a governmental or educational institution to restrict any of its facilities or to restrict employment opportunities based on duly-adopted institutional policies that conform to federal and state laws and regulations.
- (n) To restrict participation in an instructional program, athletic event or on an athletic team that conforms to federal and state laws and regulations.
- (o) This ordinance shall not apply to a private club, or other establishment not in fact open to the public, except to the extent that the goods, services, facilities privileges, advantages or accommodations of the private club or establishment are made available to the customers or patrons of another establishment that is a place of public accommodation or is licensed by the State under Act No. 8 of the Public Act of 1933, being MCLA 436.1-436.58, the Michigan Liquor Control Act as amended. This exemption shall not apply to a private club that is otherwise defined as a place of public accommodation in this ordinance. Further, to the extent that the private club permits members to invite guests on the premises, such organization is not exempted as it concerns a member's guest.
- (p) To the employment of an individual by one's family.
- (q) For an employer offering health or pension plans to provide marital or familial status limitations in such plans provided those limitations conform to state and federal laws, rules and regulations.
- (r) To the rental of housing facilities in a building which contains dwelling units for not more than two families living independently of each other if the owner of the building or a member of the owner's family resides in one of the dwelling units, or to the rental of a room or rooms in a single-family dwelling by an individual if the lessor or a member of the lessor's family resides in the dwelling.
- (s) To allow use of facilities or services by persons that may be affiliated with, or otherwise supported by, a religious organization, which may espouse policies or practices inconsistent with the general intent of this ordinance.

(t) With respect to gender only, to a private educational institution which provides an education to only persons with one gender.

24-154. INFORMATION AND INVESTIGATION.

(a) Any person claiming a violation of this ordinance shall file a signed, written complaint with the City Manager setting forth the details, including the names, dates, witnesses and other factual matters relevant to the claim within 180 days of the incident forming the basis of the complaint.

(b) No person shall provide false information to any authorized employee investigating a complaint regarding a violation of this ordinance.

(c) In the course of the investigation, the City Manager may request a person to produce books, papers, records or other documents which may be relevant to a violation or alleged violation of this ordinance. If said person does not comply with such request, the City Attorney may apply to the Kalamazoo County Circuit Court for an order requiring production of said materials.

(d) Within thirty (30) days of a written complaint being filed, the City Manager shall undertake an investigation of any complaint alleging a violation of this chapter not currently recognized or proscribed by Michigan or federal anti-discrimination statutes, and cause all other complaints to be referred to an appropriate state or federal agency for review. After the completion of an investigation, the City Manager or his or her designee shall give written notice of the results of the investigation to the person who filed the complaint and the person accused of the violation. If the investigation establishes that a violation of this ordinance occurred, the City Manager shall, in his discretion, take one of the following actions: 1) refer the matter to Conflict Resolution Services or a similar mediation service who will attempt to resolve the matter by mediating a conciliation agreement; 2) refer the complaint to the Department of Public Safety/City Attorney for prosecution in a court of competent jurisdiction; 3) attempt to resolve the matter by mediating a conciliation agreement.

(e) No person shall coerce, threaten or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of this ordinance, nor require, request, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.

24-155. CONCILIATION AGREEMENTS.

(a) In cases involving alleged violations of this ordinance, the City Manager may enter into conciliation agreements whereby persons agree to methods of terminating discrimination or to reverse the effects of past discrimination. A violation of such conciliation agreements shall be a violation of this ordinance.

(b) Prosecution for violation of this chapter may be initiated by complaint of the affected person on the basis of a violation of a conciliation agreement.

24-156. PENALTIES.

(a) A violation of any provision of this chapter is a municipal civil infraction punishable by a fine of not more than \$500.00, plus court costs and the costs of prosecution, and all other

penalties permitted in accordance with the Municipal Civil Infractions Act, MCL 600.8727 et seq. as amended. In addition, the City shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this ordinance.

(b) Each day upon which a violation occurs shall constitute a separate and new violation.

(c) A violation proved to exist on a particular day shall be presumed to exist on each subsequent day unless it is proved that the violation no longer exists.

(d) Nothing contained in this ordinance shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any person for the prevention or correction of discrimination.

24-157. REPEALER.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

24-158. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

24-159. EFFECTIVE DATE.

This ordinance shall take effect 30 days following publication.

Dated: _____

Peter J. Strazdas, Mayor

FIRST READING:

SECOND READING:

ORDINANCE #:

EFFECTIVE DATE:

CERTIFICATION

I, James R. Hudson, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the _____ day of _____, 2016.

James R. Hudson, City Clerk

PREPARED BY:

Randall L. Brown (P34116)

Portage City Attorney

1662 East Centre Avenue

Portage, MI 49002

(269) 323-8812

z:\jody\portage\ord\nonzone\nondiscrimination ordinance clean.050216.docx

Approved as to Form:

Date: 6/1/16

City Attorney

**FIRST READING AND NOTICE OF HEARING
CITY OF PORTAGE, MICHIGAN
NOTICE**

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

NOTICE IS HEREBY GIVEN, that an Ordinance to add Article 7, Non-Discrimination Ordinance, of Chapter 24, Community Quality, of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2016, and that the Council will hold a public hearing on the proposed amendments at the Portage City Hall in said City on _____, 2016, at 7:30 p.m. or as soon thereafter as may be heard.

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

THE CITY OF PORTAGE ORDAINS:

ARTICLE 7. NON-DISCRIMINATION ORDINANCE.

24-148. INTENT, PURPOSE AND CONSTRUCTION.

(a) It is the intent of the City of Portage that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

(b) The prohibitions against discrimination as provided for in this ordinance shall not be deemed preempted by federal or state law, but are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. Provided, however, this ordinance shall be construed and applied in a manner consistent with First Amendment jurisprudence regarding the freedom of speech and exercise of religion.

24-149. DEFINITIONS.

As used in this chapter, the following words and phrases have the following meanings:

(a) "Age." Chronological age.

(b) "City Manager." The City Manager of the City of Portage or his or her designee.

(c) "Discriminate." To make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity, of another person.

(d) "Educational institution." A public or private institution or a separate school or department thereof, including an academy, college, elementary or secondary school, extension

course, kindergarten, nursery, local school system, or university, or a business, nursing, professional, secretarial, technical, or vocational school. For the purposes of this definition, educational institution includes an agent of an educational institution.

(e) "Employer." Any person employing one (1) or more persons.

(f) "Employment Agency." A person who undertakes to procure employees for an employer or procures opportunities for individuals to be employed by an employer.

(g) "Family Status." The state of being in a family.

(h) "Family." Includes either of the following:

1. Two or more individuals related by blood within three degrees of consanguinity, marriage, adoption, in a foster care relationship or legal custody relationship;

2. Functional family. A collective number of individuals domiciled together in one dwelling whose relationship is of a permanent and distinctive domestic character, with a demonstrable and recognizable bond characteristic of a cohesive unit, and who are in fact cooking and living as a single non-profit housekeeping unit. However, a "functional family" shall not include:

A. Any group of individuals whose domestic relationship is transitory, temporary or resort/seasonal in nature

B. Any group of individuals whose association is essentially for convenience or economics or for the limited duration of their education, training or a similar determinative period of time.

(i) "Gender Identity or Expression." An individual's appearance, expression, identity or behavior as being either male or female, whether or not that appearance, expression, identity and behavior is different from that which is traditionally associated with the person's gender assigned at birth as being either female or male.

(j) "Housing Facility." Any dwelling unit or facility used or intended or designed to be used as the home, domicile or residence of one or more persons including, but not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

(k) "Labor Organization." An organization of any kind or structure in which employees participate or are members and which exists for the purposes, in whole or part, of dealing with employers concerning the terms and conditions of employment of its participants or members, whether or not such organization is subordinate to or affiliated with a national or international labor organization.

(l) "Marital Status." The state of being married, never married, divorced, or widowed.

(m) "Perceived." Refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.

(n) "Person". The word "person" shall include any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.

(o) "Physical or Mental Disability." A determinable physical or mental characteristic resulting from disease, injury, congenital condition of birth, or functional disorder and is unrelated to one's ability to safely perform the work involved in jobs or positions available to such person for hire or promotion; or unrelated to one's ability to acquire, rent and maintain property; or unrelated to one's ability to utilize and benefit from the goods, services, activities, privileges and accommodations of a place of public accommodation "Physical or Mental Disability" does not include any condition caused by the current illegal use of a controlled substance or the use of alcohol liquor by an individual.

(p) "Place of Public Accommodation." An educational, governmental, health, entertainment, cultural, recreational, refreshment, transportation, financial institution, business or facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

(q) "Religious Organization." An organization, church, group, or body of communicants that are organized not for pecuniary profit that regularly gathers for worship and religious purposes, and includes a religious-based private school that is not organized for pecuniary profit. Religious organization includes, for illustration and not limitation: churches, mosques, synagogues and other houses of worship, any subsidiary organizations; educational institutions affiliated with, controlled, or managed by those houses of worship or with articles of incorporation, bylaws and other documents stating an intention to inculcate its religious tenants in students; and, faith based organizations that, due to a sense of duty based on particular religious tenants, provide charitable services to the public.

(r) "Sexual Orientation." Male or female homosexuality, heterosexuality or bisexuality, by orientation or practice, whether past or present. This includes emotional, romantic, and/or sexual attractions, or the absence thereof, to other people. Sexual orientation also refers to a person's sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

24-150. DISCRIMINATORY HOUSING PRACTICES.

Except as otherwise provided in this ordinance, no person shall:

(a) Discriminate in leasing, selling or otherwise make available any housing facilities.

(b) Discriminate in the terms, conditions, maintenance or repair in providing any housing facility.

(c) Discriminate in providing financing for the purchase, repair or remodeling of any housing facility.

(d) Discriminate in making referrals, listings or otherwise providing information regarding a housing facility

24-151. DISCRIMINATORY PUBLIC ACCOMMODATION PRACTICES.

Except as otherwise provided in this ordinance, no person shall discriminate in making available full and equal access to all goods, services, activities, privileges, and accommodations of any place of public accommodation. However, nothing in this ordinance: i) permits or requires access to any place of public accommodation for the purpose or intent of engaging in criminal conduct; or ii) requires the construction or provision of unisex single user restrooms, changing rooms, locker rooms or shower facilities.

24-152. DISCRIMINATORY EMPLOYMENT PRACTICES.

Except as otherwise provided in this ordinance:

- (a) No employer shall discriminate in the employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any person.
- (b) No labor organization shall discriminate in limiting membership, conditions of membership, or termination of membership of any person in any labor union or apprenticeship program.
- (c) No employment agency shall discriminate in the procurement or recruitment of any person for possible employment with an employer.
- (d) A person subject to this Section 24-152 is exempt from this section if race, color, religion, national origin, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. A person subject to this section shall have the burden of establishing that the qualification is reasonably necessary to the normal operation of the business.

24-153. EXCEPTIONS.

Notwithstanding anything contained in this ordinance, the following shall not be violations of this ordinance:

- (a) For a religious organization to restrict the occupancy of any of its housing facilities or accommodations which are operated as a direct part of religious activities to persons of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to persons of that denomination. It is also permissible for a religious organization to restrict employment opportunities, educational facilities, housing facilities, and homeless shelters or dormitories that are operated as a direct part of its religious activities to persons who are members of or who conform to the moral tenets of that religious organization.
- (b) Standards established for the construction, repair, maintenance, improvement, occupancy, lease or sale of one-family and two-family dwellings which conform to federal and state laws and regulations.
- (c) For the owner or operator of a housing facility or place of public accommodation, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.

- (d) To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to persons of low income, persons over fifty-five (55) years of age or disabled persons.
- (e) To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment consistent with applicable state and federal law.
- (f) To discriminate based on a person's age when such discrimination is required by state, federal, or local law.
- (g) To refuse to enter a contract with an unemancipated minor.
- (h) To refuse to admit to a place of public accommodation serving alcoholic beverages to a person under the legal age for purchasing alcoholic beverages.
- (i) To refuse to admit to a place persons under eighteen (18) years of age to a business providing entertainment or selling literature that the operator of said business deems unsuitable for minors.
- (j) For an educational institution to limit the use of its facilities to those affiliated with such institution.
- (k) To provide discounts on products or services to students, or on the basis of age.
- (l) To discriminate in any arrangement for the shared ownership, lease or residency of a dwelling unit.
- (m) For a governmental or educational institution to restrict any of its facilities or to restrict employment opportunities based on duly-adopted institutional policies that conform to federal and state laws and regulations.
- (n) To restrict participation in an instructional program, athletic event or on an athletic team that conforms to federal and state laws and regulations.
- (o) This ordinance shall not apply to a private club, or other establishment not in fact open to the public, except to the extent that the goods, services, facilities privileges, advantages or accommodations of the private club or establishment are made available to the customers or patrons of another establishment that is a place of public accommodation or is licensed by the State under Act No. 8 of the Public Act of 1933, being MCLA 436.1-436.58, the Michigan Liquor Control Act as amended. This exemption shall not apply to a private club that is otherwise defined as a place of public accommodation in this ordinance. Further, to the extent that the private club permits members to invite guests on the premises, such organization is not exempted as it concerns a member's guest.
- (p) To the employment of an individual by one's family.
- (q) For an employer offering health or pension plans to provide marital or familial status limitations in such plans provided those limitations conform to state and federal laws, rules and regulations.

(r) To the rental of housing facilities in a building which contains dwelling units for not more than two families living independently of each other if the owner of the building or a member of the owner's family resides in one of the dwelling units, or to the rental of a room or rooms in a single-family dwelling by an individual if the lessor or a member of the lessor's family resides in the dwelling.

(s) To allow use of facilities or services by persons that may be affiliated with, or otherwise supported by, a religious organization, which may espouse policies or practices inconsistent with the general intent of this ordinance.

(t) With respect to gender only, to a private educational institution which provides an education to only persons with one gender.

24-154. INFORMATION AND INVESTIGATION.

(a) Any person claiming a violation of this ordinance shall file a signed, written complaint with the City Manager setting forth the details, including the names, dates, witnesses and other factual matters relevant to the claim within 180 days of the incident forming the basis of the complaint.

(b) No person shall provide false information to any authorized employee investigating a complaint regarding a violation of this ordinance.

(c) In the course of the investigation, the City Manager may request a person to produce books, papers, records or other documents which may be relevant to a violation or alleged violation of this ordinance. If said person does not comply with such request, the City Attorney may apply to the Kalamazoo County Circuit Court for an order requiring production of said materials.

(d) Within thirty (30) days of a written complaint being filed, the City Manager shall undertake an investigation of any complaint alleging a violation of this chapter not currently recognized or proscribed by Michigan or federal anti-discrimination statutes, and cause all other complaints to be referred to an appropriate state or federal agency for review. After the completion of an investigation, the City Manager or his or her designee shall give written notice of the results of the investigation to the person who filed the complaint and the person accused of the violation. If the investigation establishes that a violation of this ordinance occurred, the City Manager shall, in his discretion, take one of the following actions: 1) refer the matter to Conflict Resolution Services or a similar mediation service who will attempt to resolve the matter by mediating a conciliation agreement; 2) refer the complaint to the Department of Public Safety/City Attorney for prosecution in a court of competent jurisdiction; 3) attempt to resolve the matter by mediating a conciliation agreement.

(e) No person shall coerce, threaten or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of this ordinance, nor require, request, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.

24-155. CONCILIATION AGREEMENTS.

(a) In cases involving alleged violations of this ordinance, the City Manager may enter into conciliation agreements whereby persons agree to methods of terminating discrimination or to

reverse the effects of past discrimination. A violation of such conciliation agreements shall be a violation of this ordinance.

(b) Prosecution for violation of this chapter may be initiated by complaint of the affected person on the basis of a violation of a conciliation agreement.

24-156. PENALTIES.

(a) A violation of any provision of this chapter is a municipal civil infraction punishable by a fine of not more than \$500.00, plus court costs and the costs of prosecution, and all other penalties permitted in accordance with the Municipal Civil Infractions Act, MCL 600.8727 et seq. as amended. In addition, the City shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this ordinance.

(b) Each day upon which a violation occurs shall constitute a separate and new violation.

(c) A violation proved to exist on a particular day shall be presumed to exist on each subsequent day unless it is proved that the violation no longer exists.

(d) Nothing contained in this ordinance shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any person for the prevention or correction of discrimination.

24-157. REPEALER.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

24-158. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

24-159. EFFECTIVE DATE.

This ordinance shall take effect 30 days following publication.

Dated: _____

James R. Hudson, City Clerk

Mr. Laurence Shaffer
City Manager, City of Portage
7900 S. Westnedge
Portage, MI 49002

May 9, 2016

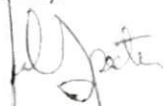
Dear Mr. Shaffer:

The Governmental Lake Board on behalf of the residents of Long Lake is proposing a continuation of the assessments funding our current aquatic weed control program. In addition, we are proposing the addition of a "water quality testing program" that will reinforce our efforts to monitor and design our Lake improvement efforts. The Lake improvement program as described, received substantial support in the public meeting of the Long Lake Association held in October of 2015.

Pursuant to the Inland Lake Improvement Act, I have enclosed a resolution, prepared by our Attorney, Mr. James Porter for consideration at the next meeting of the City Council.

Your assistance in moving this resolution forward would be most appreciated. Should you have any questions or need clarification on this issue, please contact myself or Councilman Terry Urban.

Sincerely:



John R. Speeter
Chairperson, Governmental Lake Board
President, Long Lake Association

Phone: 269-327-7145
e-mail: jspeeter@gmail.com

CITY OF PORTAGE

**RESOLUTION REGARDING LONG LAKE IMPROVEMENT PURSUANT TO
THE INLAND LAKE IMPROVEMENT ACT**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan, held
on _____, 2016, at 7:30 p.m. local time at the City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

Council member: _____, and supported by:

Council member: _____.

WHEREAS, Long Lake is a public inland lake located in the City of Portage and Pavilion
Township as defined by the Inland Lake Improvement Act of 1966, as amended; and

WHEREAS, the Long Lake Association ("LLA") represented to the City Council in 2011
that four invasive plant species was present in the lake and could threaten native plant growth,
degrade fish habitat, hinder recreational activity and generally have a negative and harmful effect
to the health of the lake.

WHEREAS, the City Council passed a resolution to support a project known as the Long
Lake Invasive Aquatic Plant Management Plan which focused on the eradication and control of
the four invasive vegetation species to maintain the quality and usefulness of Long Lake for area
residents and preserve its longevity as a viable asset to the City of Portage; and

WHEREAS, the Long Lake Governmental Board, at the behest of the Long Lake Association, and the Portage City Council implemented and successfully operated the proposed plan (Long Lake Invasive Aquatic Plant Management Plan) from 2012 through 2015; and

WHEREAS, the Long Lake Association recommends the implementation of a Water Quality Check Program as proposed by Paul J. Hausler, of Progressive AE, as well as the continuation of the Long Lake Invasive Aquatic Plant Management Plan, for an additional five years, 2017 through 2021 (proposed project); and

WHEREAS, the City Council, on its own motion under the Act and pursuant to a request made by the LLA, desires to see a Water Quality Check Program performed on Long Lake and the continuation of the Long Lake Invasive Aquatic Plant Management Plan in order to protect the public health, safety and welfare, as well as the conservation of the natural resources of the City and to preserve property values around the lake.

NOW, THEREFORE, BE IT RESOLVED that the City Council considers it expedient to have Long Lake improved and hereby directs the Long Lake Governmental Lake Board ("LLGB") to proceed with the necessary steps to consider the Water Quality Check Program of Long Lake and the continuation of the Long Lake Invasive Aquatic Plant Management Plan.

BE IT FURTHER RESOLVED that the City of Portage desires the LLGB to determine the scope of the proposed project, including an engineering feasibility report and an economic study report and estimate the cost and any other determination and/or investigation allowed by or required by the Act and provide its finding to the City Council.

All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

AYES: Council member _____

NAYS: Council member _____

ABSENT: Council member: _____

EFFECTIVE DATE: _____, 2016

James R. Hudson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of this resolution adopted at a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan, held on _____, 2016, the original of which is in the official proceedings of the City Council.

James R. Hudson, City Clerk

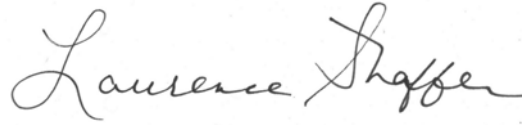
APPROVED AS TO FORM

DATE 6/9/16

CITY ATTORNEY

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Long Lake Improvement Recommendation

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

ACTION RECOMMENDED: That City Council adopt the Resolution Regarding Long Lake Improvement Pursuant to the Inland Lake Improvement Act and direct the Governmental Lake Board for Long Lake to proceed with the necessary steps to improve Long Lake, including the requested addition of a water quality testing program to the project scope.

City Council has received a communication from the Long Lake Association requesting that Council approve a renewal for aquatic plant management in Long Lake from the Long Lake Governmental Lake Board. For the renewal, the Long Lake Governmental Lake Board would like to alter the scope of the project to include a water quality testing program.

The City Attorney has approved the attached Resolution Regarding Long Lake Improvement Pursuant to the Inland Lake Improvement Act. It is recommended that City Council adopt the resolution and direct the Governmental Lake Board of Long Lake to proceed with the necessary steps to improve Long Lake.

FUNDING: N/A

Attachments: 1. N/A

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of Meeting May 26, 2016

CALL TO ORDER: 6:32 p.m.

ROLL CALL: Staff liaison Elizabeth Money called roll: Diane Durian (aye), Effie Kokkinos (aye), Ray LaPoint (absent), Elma (Pat) Maye (aye), Nadeem Mirza (aye), Edward Morgan (aye), Sandra Sheppard (aye), Fiorella Spalvieri (aye), Amanda Woodin (aye), and Lindy Nebiolo, Youth Representative, (aye). A motion was made by Maye and supported by Durian to excuse LaPoint. Motion passed 8-0.

STAFF PRESENT: Elizabeth Money, Neighborhood Program Specialist; Vicki Georgeau, Director Community Development; Laurence Shaffer, City Manager; Randy Brown, City Attorney; and Bryan Beach, Assistant City Attorney

APPROVAL OF MINUTES: Durian moved and Spalvieri supported approval of the minutes. Motion passed 8-0.

OLD BUSINESS

1. Draft Non-discrimination Ordinance: Woodin opened the discussion on the draft ordinance and then a presentation was given by Community Development Director Vicki Georgeau. The presentation provided the history and the development process for the proposed ordinance, including research and reference to existing state and federal laws and model ordinances adopted by many other Michigan communities, including the City of Kalamazoo, Kalamazoo Township, and Oshtemo Township. The overview covered the major points including: core protections, intent and purpose, discriminatory practices that would be prohibited if adopted, exemptions, and enforcement and penalties. Georgeau stated several times that the proposed ordinance supplements existing state and federal laws by offering the same protections for sexual orientation and gender expression that already exist for race, gender, familial status, weight, ethnicity, and other protected classes. At the end of the presentation, Woodin asked if the Board had any questions. Morgan asked if people felt uncomfortable in a restroom or public area with someone who was transgender, could they file a complaint under this ordinance? How would the city address complaints if someone felt uncomfortable? Georgeau again summarized the process to file a complaint and the process of investigation and added that the ordinance addresses concerns over people who were being discriminated against. As there were no further Board questions, Spalvieri moved and Durian supported opening the public hearing at 7:16 p.m. Motion passed 8-0. Twelve citizens spoke in regards to the ordinance, as follows: Andy Robinson, 622 Cliffwood Avenue; Cheryl Gilliam, 9727 Southern Oaks Court; Megan Weinberg, 704 S. LaGrave, Paw Paw (employed at Abraxas, 701 E. Milham Avenue); Christy Moore, 6570 Aldersgate Drive; Rita Stevens, 5249 Windyridge; Scott Anderson, 420 Gladys; Nancy Acker, 2396 Shady Oak Cove; Molly Williams, 2425 Sagebrush, Kalamazoo; Ginger Clifton, 3429 Woodhams Avenue; Reverend Duffy Peet, 8353 Greenspire Drive and on behalf of the Unitarian Universalist Community Church, 10441 Shaver Road; Cathy Greaves, 2651 Woody Noll Drive; Mike Hanley, 6323 Echo Court 2A. All citizens spoke in favor of adopting the ordinance, with several giving personal testimony. Testimony included several statements on the overwhelming support and acceptance from the Portage community for themselves or their transgender children, outstanding support from the Portage Public School District, and inclusion in their work environments. Several citizens worked for organizations in a social service or human resource capacity and stated they had seen the negative effects of discrimination first hand, that laws like these were unfortunate but necessary, and that it was time to protect the LGBT community consistent with protections for others. Several citizens spoke on behalf of their children and that when it was time for them to look for employment, shop, or use public facilities, they did not want to have conversations with them about what discrimination would look like. They wanted their children, and anyone else not currently protected, to enjoy the same rights and privileges afforded everyone else. Cheryl Gilliam gave poignant testimony of how she remembers what it was like

in the South during segregation and that there was a time when white people could not imagine using a bathroom or sharing anything with a person of color and that it made them uncomfortable. If someone was uncomfortable using a restroom with a transgender person, then they needed to learn to adapt. Discomfort is not a reason to continue to discriminate and Portage needed to be one of the cities filled with equality. Reverend Duffy Pete, Unitarian Universalist Community Church, read a statement on behalf of the entire congregation in support of the proposed ordinance. As no further comments were given, Morgan moved and Mirza supported closing the public hearing at 7:40 p.m. Motion passed 8-0. Woodin indicated that City Attorney Brown was present to address any questions. As there were none from the citizens, she asked if he had anything to add. Brown indicated that much had been said, and that Director Georgeau's presentation provided a good overview, and the Board had already had several meetings where the ordinance had been discussed. He had nothing further to add unless the Board had any additional questions. As they did not, Woodin indicated they would vote on their recommendation of the proposed ordinance at the June 2, 2016 Human Services Board meeting and from there it would go to City Council. Georgeau added that it could be on the City Council agenda as early as June 14, 2016 for a first reading with a second reading on June 28th or the first meeting in July. Woodin thanked the audience for coming and for their participation.

NEW BUSINESS:

1. Kalamazoo Transit Authority LAC update - Maye: Maye had no update for the Board.

STATEMENT OF CITIZENS: None

ADJOURNMENT: Maye moved and Morgan supported adjournment. Motion passed 8-0.

Respectfully Submitted,



Elizabeth Money,
Neighborhood Program Specialist

PLANNING COMMISSION

May 19, 2016

The City of Portage Planning Commission meeting of May 19, 2016 was called to order by Chairman Welch at 7:00 p.m. in Council Chambers of Portage City Hall, 7900 South Westnedge Avenue. Approximately 12 citizens were in attendance.

PLEDGE OF ALLEGIANCE:

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

IN ATTENDANCE:

Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services; Michael West, Senior City Planner; and Randy Brown, City Attorney.

ROLL CALL:

Mr. Forth called the roll: Patterson (yes), Stoffer (not present), Welch (yes), Dargitz (yes), Somers (yes), Schimmel (yes) and Richmond (yes). A motion was offered by Commissioner Patterson, seconded by Commissioner Dargitz, to approve the roll excusing Commissioners Felicijan and Bosch. The motion was unanimously approved 6-0.

APPROVAL OF MINUTES:

Chairman Welch referred the Commission to the May 5, 2016 meeting minutes contained in the agenda packet. A motion was then made by Commissioner Dargitz, seconded by Commissioner Somers, to approve the minutes as submitted. The motion was unanimously approved 6-0.

PUBLIC HEARINGS:

1. Final Report; Rezoning Application #15/16-5, 715 West Osterhout Avenue. Mr. Forth summarized the final staff report dated May 13, 2016 regarding a request from Landmark Development Properties LLC to rezone 715 West Osterhout Avenue from R-1C, one family residential to PD, planned development. Mr. Forth discussed the zoning change and the proposed tentative plan including details associated with the wetlands area, trails, number of dwelling units and development density. Mr. Forth indicated that staff was supportive of the proposed zoning change and tentative plan/narrative.

Mr. Pat Flanagan of Ingersoll, Watson & McMachen (applicant's engineer) was present to support the rezoning application and explain the planned development project. Mr. Flanagan introduced Mr. Aaron Hovestadt (principal of Landmark Development Properties) and provided follow-up from the discussion at the May 5th meeting regarding maintenance and longevity of the fire sprinkler systems within the condominium dwellings.

The public hearing was reconvened by Chairman Welch. No citizens spoke regarding the proposed rezoning. A motion was made by Commissioner Somers, seconded by Commissioner Dargitz, to close the public hearing. The motion was unanimously approved 6-0. After a brief discussion, a motion was then made by Commissioner Patterson, seconded by Commissioner Dargitz, to recommend to City Council that Rezoning Application #15/16-5 be approved and 715 West Osterhout Avenue be rezoned from R-1C, one family residential to PD planned development. The motion included a finding that the PD district and proposed residential condominium development were appropriate in this area of the city and will provide assurances to surrounding property owners on the specific type of development that will be built on the property while providing design flexibility to the developer. The PD district and associated tentative plan/narrative submitted by Landmark Development Properties, LLC is consistent with the Comprehensive Plan/Future Land Use Map designations and surrounding zoning/land use pattern along West Osterhout Avenue. The motion was unanimously approved 6-0.

2. Special Land Use Permit/Height Modification: Dockerty Memory Care, 710 and 732 East Centre Avenue. Mr. West summarized the staff report dated May 13, 2016 regarding a special land use permit application submitted by Dockerty Memory Care requesting to construct an approximate 32,000 square foot memory care facility at 710 and 732 East Centre Avenue. Additionally, Mr. West indicated that Dockerty Memory Care was also requesting a height modification to allow construction of three small portions of the building to a height of 28-feet, where a maximum 25-foot building height standard is established when adjacent to single family residential zoning/land use. Mr. West discussed the specifics of the two requests, the ordinance requirements and criteria for review and the surrounding land use characteristics. Mr. West indicated the applications satisfy the requirements for a special land use permit and height modification and staff was supportive of both requests.

Mr. Tim Stewart of Hurley & Stewart (applicant's engineer) was present to support the applications and to discuss the proposed development project. Mr. Stewart summarized the proposed 42-bed memory care facility and indicated that only three small areas (approximately 3% of the overall building mass) will exceed the 25-foot building height standard. Mr. Stewart indicated the facility would be constructed in two phases with Phase I consisting of the northern ½ of the building (20 beds) and the site related improvements and Phase II consisting of the southern ½ of the building (22 beds). The public hearing was then opened by Chairman Welch. No citizens spoke in regard to the special land use permit and/or height modification applications. A motion was made by Commissioner Patterson, seconded by Commissioner Somers, to close the public hearing. The motion was unanimously approved 6-0.

After a brief discussion, a motion was made by Commissioner Somers, seconded by Commissioner Dargitz, to approve the Special Land Use Permit for Dockerty Memory Care, 710 and 732 East Centre Avenue, and the Height Modification to allow construction of three portions of the building to a height of approximately 28-feet. The motion included a finding that the proposed building setback distances, existing mature trees and conflicting land use screening will adequately mitigate adverse impacts upon any adjacent single-family residential properties. The motion was unanimously approved 6-0.

7:15pm – Commissioner Stoffer arrived

7:18pm – Commissioner Schimmel excused herself

SITE/FINAL PLANS:

1. Site Plan: Dockerty Memory Care, 710 and 732 East Centre Avenue. Mr. West summarized the staff report dated May 13, 2016 regarding a request by Dockerty Memory Care to construct an approximate 32,000 square foot, 42-bed, memory care facility and associated site improvements at 710 and 732 East Centre Avenue. Mr. West discussed the proposed access, parking and screening for the project. Mr. Tim Stewart of Hurley & Stewart (applicant's engineer) was present to support the development. Mr. Stewart stated approximately 8 employees were anticipated at full build-out of the facility with staffing reduced to 3-4 employees during the night shift. Mr. Stewart indicated that residents of the facility would not be drivers and parking was more than adequate to accommodate employees and visitors.

The Commission, staff and applicant next discussed various aspects of the development project including the fire apparatus road along the east side of the building, loading/unloading area, refuse dumpster location and outdoor lighting. After additional discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Dargitz, to approve the Site Plan for Dockerty Memory Care, 710 and 732 East Centre Avenue. The motion was unanimously approved 6-0.

2. Site Plan: Chick-Fil-A, 6202 South Westnedge Avenue. Mr. Forth summarized the revised staff report dated May 19, 2016 regarding a request by Chick-Fil-A to construct a new approximate 5,000 square foot drive-thru restaurant building and associated site improvements at 6202 South Westnedge Avenue. Mr. Forth stated the existing Bilbos Pizza building will be demolished to accommodate the Chick-Fil-A project and the approximate 0.33 acre parcel will be assimilated into the overall Southland Mall zoning lot. Mr. Forth indicated the revised site plan identifies the refuse dumpster/enclosure having been relocated to the side yard of the site, north of the building, and is acceptable and can be supported by staff. Mr. Forth indicated the applicant has

requested to retain the existing Bilbos Pizza freestanding sign and the Zoning Board of Appeals will consider a variance request at the June 13, 2016 meeting.

Ms. Cheryl Scales of Progressive AE (applicant's architect) and Mr. Jason Hill of Chick-Fil-A were present to support the site plan and explain the development project. Mr. Hill stated there is not currently a Chick-Fil-A in Michigan, however, three locations were various stages of planning/development (Lansing, Detroit and Portage). The Commission, Mr. Hill and staff next discussed anticipated traffic generation and circulation around the proposed Chick-Fil-A building and within the Southland Mall. Mr. Hill stated extra drive-thru stacking spaces have been added for this location and Chick-Fil-A was comfortable with the site design and traffic circulation pattern. After additional discussion, a motion was made by Commissioner Patterson, seconded by Commissioner Somers, to approve the Site Plan for Chick-Fil-A, 6202 South Westnedge Avenue. The motion was unanimously approved 6-0.

NEW BUSINESS:

1. Accessory Building (Fawley), 10848 Cora Drive. Mr. West summarized the staff report dated May 13, 2016 regarding a request from Mr. Marc Fawley to construct a 13-foot tall, 1,440 square foot detached accessory building along the southeast portion of 10848 Cora Drive. Mr. West stated the approximate 2.9 acre parcel contains two, on-story residences with a total ground floor area of 1,472 square feet and a detached garage and detached carport totaling 864 square feet. If approved, Mr. West indicated the total ground floor area of all accessory buildings (including the proposed detached building) will exceed the ground floor area of the main residence by 832 square feet. As indicated in the application materials, Mr. West stated the proposed detached accessory will be utilized for storage of personal items including vehicles, boats, a motor home, golf cart and lawn equipment and will not be used for any business related purposes. Mr. West described the characteristics of the parcel and proposed setback distances from adjacent property lines and single family residences and indicated staff was supportive of the application.

Mr. Marc Fawley (applicant/owner) was present to support the proposed detached accessory building. No citizens spoke in regard to the proposed detached accessory building. After a brief discussion, a motion was made by Commissioner Dargitz, seconded by Commissioner Patterson, to approve the proposed 1,440 square foot Accessory Building for Mr. Marc Fawley at 10848 Cora Drive. The motion was unanimously approved 6-0.

STATEMENT OF CITIZENS:

None.

Commissioner Stoffer read a Resolution honoring Chairman Welch for his nine years of service to the Planning Commission. Chairman Welch thanked his fellow Commissioners and staff for their assistance and support during his time on the Commission.

Commissioner Patterson read a Resolution honoring Commissioner Somers for his 3½ years of service to the Planning Commission. Commissioner Somers thanked his fellow Commissioners and staff for their assistance and support during his time on the Commission.

8:00 p.m. - The Commission took a short recess.
8:15 p.m. - The Commission reconvened the meeting in City Hall Conference Room No. 1

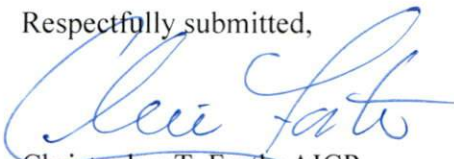
OLD BUSINESS:

1. Community Impact Projects Grant Fund – additional discussion. Commissioner Dargitz discussed the articles that were emailed to the Commission back on April 26th regarding neighborhood improvement grants. Commissioner Dargitz suggested selecting various elements from the communities in the articles which have established neighborhood improvement grant programs to serve as a framework for further discussion and consideration of a program for the City of Portage. Given time limitations of the Planning Commission, Commissioner Patterson suggested development of a program where organizations would submit proposals directly to City Council for review and consideration. Commissioner Dargitz stated she believes the Planning Commission could develop the framework for the grant fund program (e.g., goals, eligibility requirements, proposal format, review criteria, etc.) and either City Council or some other group could be formed to evaluate and recommend the proposals. Beginning at the June 2nd meeting, Chairman Welch suggested that the two new Planning Commissioners be informed of this discussion and that a subcommittee of the Commission be formed to develop the framework of the program for further consideration by the full Planning Commission. Commissioner Dargitz agreed that additional discussion should occur in June with the new Commissioners and she would assemble some bullet point items for further Planning Commission discussion. Mr. Forth suggested narrowing down the project categories and program elements that would be eligible for grant funding. Chairman Welch asked that any comments or ideas from the Planning Commission be forwarded to Commissioner Dargitz for assemblage and additional discussion at the June 2, 2016 meeting.

ADJOURNMENT:

There being no further business to come before the Commission, the meeting was adjourned at 8:40 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Chris Forth", is written over a horizontal line.

Christopher T. Forth, AICP
Deputy Director of Planning, Development and Neighborhood Services

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Mill and Fill Summer Repairs - Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council award a contract in the amount of \$365,885.85 to Michigan Paving & Materials, Incorporated, for mill and fill asphalt repair of major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.

The Fiscal Year 2016-2017 Major & Local Street budgets include funding for “mill and fill” repairs to sections of major and local streets where surface asphalt is in poor condition. Eleven sections totaling 2.0 miles in length are scheduled for repair. The following streets are scheduled to receive mill & fill repairs:

East Kilgore (Bus Stop - MDOT)
East Kilgore & Lovers (north side Intersection)
East Kilgore & Lovers (south side Intersection)
Garden Road at East Kilgore Intersection
East Kilgore (by MDOT / Cul-de-sac)
East Kilgore (Cul-de-sac)
7775 Ashton Woods (one-third of Cul-de-sac)
Old Centre (Moorsbridge - East to White Line)
Weaver (Charles - north end)
Portage & Burt on Portage

East Centre (Sprinkle - City Limit)
4420 Fallow - 7931 Wapiti
7905 - 7891 Wapiti
7879 - 7839 Wapiti
7816 - 7797 Wapiti
Wapiti & Caribou Intersection
West End (South Shore - north end)
726-707 Lakeview
South Shore (Eastern - 1020 S. Shore)
East Kilgore (Bus Stop - MDOT)

Invitations to bid were sent to 19 firms and two bids were received on May 26, 2016 perform the work. The low bid was submitted by Michigan Paving & Materials, Incorporated of Kalamazoo, Michigan in the amount of \$365,885.85. Michigan Paving & Materials has successfully completed several prior street repair projects for the city.

Therefore, it is recommended that City Council award a contract in the amount of \$365,885.85 to Michigan Paving & Materials, Incorporated to perform mill and fill surface asphalt street repairs and authorize the City Manager to execute all documents related to these actions on behalf of the city.

FUNDING: Funds are available for this work in the Fiscal Year 2016-2017 Major & Local Street budgets.

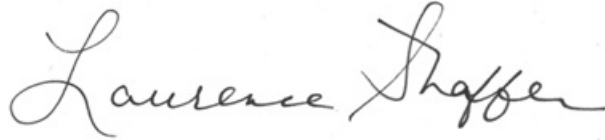
Attachments: 1. Bid Tabulation

BID TABULATION
MAJOR & LOCAL STREETS MILL & FILL

<u>Bidder</u>	<u>Total Bid</u>
Michigan Paving & Materials Co. 2300 Glendenning Rd. Kalamazoo, MI 49001	\$365,885.85
Rieth-Riley Construction Co., Inc. 911 Hatfield Ave. Kalamazoo, MI 49001	\$431,704.67

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Garden Drive Bikeway Improvements – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council award a contract to A-1 Asphalt, Incorporated in the amount of \$21,971 to provide repairs to the Garden Drive Bikeway and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2016-2017 Capital Improvement Program budget includes funding to repair a section of the Garden Drive Bikeway from Lovers Lane to the Garden Lane Water Treatment Facility. Routine asphalt surface maintenance is required on bikeways to maintain a safe and smooth riding surface for cyclists and pedestrians.

Bids were requested for this planned repair with a total of four bids received. The low bid was submitted by A-1 Asphalt, Incorporated of Wayland, Michigan in the amount of \$21,971. A-1 Asphalt, Incorporated has successfully performed this type of repair for the city in the past.

Therefore, it is recommended that a contract in the amount of \$21,971 be awarded to A-1 Asphalt, Incorporated to perform asphalt repairs to Garden Drive Bikeway and that the City Manager be authorized to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are budgeted and available for this work in the 2016-2017 Capital Improvement Program budget.

Attachments:

1. Bid Tabulation
2. Project Area Map

BID TABULATION
GARDEN DRIVE BIKEWAY MILL & FILL

Item	Description	Unit	Est. Qty.	A-1 Asphalt, Inc. 4634 Division Wayland, MI 49348		J. Allen & Company, Inc. 8288 E. Michigan Ave. Galesburg, MI 49053		Wyoming Asphalt Paving 470 N. 12th St. Plainwell, MI 49080		Michigan Paving & Materials 2300 Glendenning Rd. Kalamazoo, MI 49001	
				Each Unit	Total	Each Unit	Total	Each Unit	Total	Each Unit	Total
1	MDOT 36A Mod HMA w/165 # SYD	TON	242	\$65.65	\$15,887.30	\$68.00	\$16,456.00	\$85.00	\$20,570.00	\$112.20	\$27,152.40
2	Cold Mill HMA Surface (1.5 inches)	SYD	2441	\$1.97	\$4,808.77	\$2.30	\$5,614.30	\$2.05	\$5,004.05	\$2.15	\$5,248.15
3	22A Stabilized Gravel	CYD	3	\$21.67	\$65.01	\$80.00	\$240.00	\$150.00	\$450.00	\$200.00	\$600.00
4	Top Dirt & Grass Seed	CYD	10	\$68.47	\$684.70	\$80.00	\$800.00	\$90.00	\$900.00	\$200.00	\$2,000.00
5	Traffic Control and Construction Signage	EA	1	\$525.00	<u>\$525.00</u>	\$850.00	<u>\$850.00</u>	\$5,100.00	<u>\$5,100.00</u>	\$6,500.00	<u>\$6,500.00</u>
Total					\$21,970.78		\$23,960.30		\$32,024.05		\$41,500.55

Attachment A
Garden Drive Bikeway Repair
Lovers Lane to 7451 Garden Drive

Date: 6/8/2016



1 inch = 250 feet

Celery Flats
Interpretive Center

End

Garden Ln

Garden Lane
Treatment Plant

White Oak Cr

Garden Drive Bikeway Repair

Barrington Dr

Upper Darby

Lake wood Dr

Start

Garden Dr

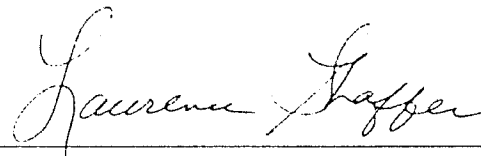
Hull St

Lovers Ln

MATERIALS TRANSMITTED

Friday, May 20, 2016

1. **SUPPLEMENTAL INFORMATION FOR THE MAY 24, 2016 CITY COUNCIL AGENDA - ITEM F.4:** Communication from the City Manager regarding the May 20, 2016 letter from Michele Behr concerning the Preliminary Plat of Whispering Meadows #4.

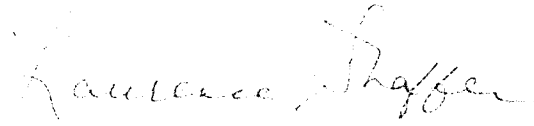


Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: SUPPLEMENTAL INFORMATION FOR THE MAY 24, 2016 CITY COUNCIL
AGENDA - ITEM F.4: Letter from Michele Behr (Whispering Meadows Plat #4)

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

The attached letter from resident Michele Behr of 6526 Robinswood was relayed to City Council and Community Development Director Vicki Georgeau via e-mail on Friday, May 20, 2016. In her e-mail, Ms. Behr requests that her letter be provided to the Planning Commission regarding concerns with the proposed Preliminary Plat for Whispering Meadows #4. This letter was submitted subsequent to the Planning Commission review of the plat, which occurred at its May 5, 2016 meeting. Since the Planning Commission recommended the plat be forwarded to City Council for review and approval – currently Item F.4 on the May 24, 2016 City Council agenda – Ms. Behr's letter is being relayed to Council in connection with this item of business. Director Georgeau forwarded this letter to the Planning Commission via e-mail today as information.

Attachments: May 20, 2016 E-mail / Letter from Michele Behr

Erica Eklov

Subject: FW: Preliminary Plat Whispering Meadows #4
Attachments: Behr Planning Commission Letter May 2016.pdf

----- Original message -----

From: Michele D Behr <michele.behr@wmich.edu>

Date: 05/20/2016 12:04 PM (GMT-05:00)

To: Peter Strazdas <strazdas@portagemi.gov>, Richard Ford <fordr@portagemi.gov>, Patricia Randall <randallp@portagemi.gov>, Terry Urban <urban@portagemi.gov>, Claudette Reid <reidc@portagemi.gov>, jimpearson4@gmail.com, nasimbansari@yahoo.com

Subject: Preliminary Plat Whispering Meadows #4

Portage City Council members,

please see the attached correspondence to the Portage Planning Commission explaining my concerns about the proposed Whispering Meadows #4 development.

I have sent this letter to Vicki Georgeau, Director of Community Development, and asked her to distribute it to the members of the Planning Commission. However, I would also like the City Council to be aware of this matter.

Thank you for your consideration.

Michele Behr
6526 Robinswood St.
Portage MI 49024
269-365-0094

--

Michele D. Behr
Professor / Research & Instruction Librarian
Swain Education Library
2810 Sangren Hall
Western Michigan University
Kalamazoo, MI 49008-5214
michele.behr@wmich.edu
Phone 269-387-5611

RECEIVED

MAY 20 2016

CITY MANAGER'S OFFICE
PORTAGE, MI

6526 Robinswood St.
Portage, MI 49024

May 20, 2016

Dear members of the Portage Planning Commission,

I reside on Robinswood Street, and was notified by the City of the proposed Whispering Meadows #4 development being planned for 6513 Angling Road, directly behind my house.

As I understand it, the developers have asked for a variance from the "neighborhood interconnection requirements," and this was granted by the Planning Commission at the May 5, 2016 meeting.

I am writing you because I am very concerned about the justification that was used to request this variance, and further that it was approved with no question or discussion from the Planning Commission.

In the correspondence from the developer, Glas Associates, dated April 11, 2016 (revised April 26, 2016), the following justification is used in the request to this variance:

"The first three phases [of Whispering Meadows] created a secluded neighborhood character with high value homes. The road network specifically focused on discouraging the use by through traffic ... This was also desired since the market value of the homes in comparison to those in adjoining neighborhoods are nearly 300-400% higher as supported by the current SEV and taxable value information found on the City GIS web site. The lack of interconnectivity helps preserve the privacy and values of these property owners."

I have the following questions about these statements:

- Is it the intention of the Planning Commission to continue to isolate developments with "high value" homes from more modest neighborhoods? If so, how is this beneficial to the community as a whole?
- Are the "privacy and values" of "high value" homes a bigger priority for the Planning Commission and the City of Portage than the "privacy and values" of citizens in more modest neighborhoods?

I am extremely disappointed that this variance was approved by the Planning Commission, and that none of the members questioned this justification, or expressed any apprehension about it. I am also concerned that this has now set a precedent; since this variance was approved for this development, other developers of "high value" home projects will ask for the same variance, and the Planning Commission and City Council will continue to approve these. I find this to be a seriously troubling issue.

I have been a citizen of Portage for 15 years, and have been very engaged with the community. I firmly believe the diversity within our community is one of its strengths, and I was under the impression that diversity was something valued by the City as well. I believe that allowing the isolation of "high value" developments changes the character of our community in a way that detracts from its desirability as a

place to live for current and future residents. Personally, I am extremely uncomfortable with the City moving in this direction.

Thank you for your time in considering these matters.

Sincerely,

Michele D. Behr