

7:30 p.m. Call to Order.

Invocation: Mr. Tim Earl

Pledge of Allegiance.

Roll Call.

Proclamations:

A. Approval of City Council Meeting Minutes.

1. Regular Meeting Minutes of July 11, 2017.
2. Special Meeting Minutes of July 11, 2017.
3. Pre-Council Meeting Minutes of July 24, 2017.

* 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 July 25, 2017 as presented.

D. Public Hearings:

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

- * 1. Communication from the City Manager recommending that City Council approve an engineering services contract with Wightman & Associates, Incorporated, in the amount of \$47,875 for the new Stryker Way/Portage Road Traffic Signal and Intersection Improvements and authorize the City Manager to sign all documents related to the contract on behalf of the city.
- * 2. Communication from the City Manager recommending that City Council accept for first reading the proposed amendments to the City of Portage Code of Ordinances, Chapter 34, Fire Prevention and Protection, and consider final adoption on August 8, 2017.
- * 3. Communication from the City Manager recommending that City Council approve the Fiscal Year 2017-2018 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.
- * 4. Communication from the City Manager recommending that City Council approve an order by the Construction Board of Appeals to raze and remove the single family home, accessory building and junk/debris located at 1411 West Centre Avenue.
- * 5. Communication from the City Manager recommending that City Council hold a closed session immediately following the regular meeting to discuss pending litigation and attorney client privileged communications.
- * 6. Communication from the City Manager regarding the June 2017 Environmental Report - Information Only.

G. Communications:

H. Unfinished Business:

* I. Minutes of Boards and Commissions Meetings:

1. Portage Youth Advisory Committee of June 16, 2017.
2. Portage Public Schools Board of Education Regular of June 26 and Special of June 27, 2017.

J. Council Committee Reports:

1. OFF CONSENT - Communication from the City Council Community Survey Committee recommending that City Council approve changes to the annual survey document as recommended by the City Council Community Survey Committee and authorize the City Manager to execute all related documents.

K. New Business:

L. Bid Tabulations:

M. Other City Matters:

1. Statements of Citizens.
2. From City Council and City Manager.

* 3. Reminder of Meetings:

- a. Thursday, July 27, 4:30 p.m., Public Media Network Board of Directors, 359 South Kalamazoo Mall, 3rd Floor, Epic Center, Kalamazoo.
- b. Tuesday, August 1, 3:00 p.m., Youth Advisory Committee, City Hall Room No. 1.
- c. Wednesday, August 2, 8:15 a.m., Historic District Commission, City Hall Room No. 2.
- d. Wednesday, August 2, 1:00 p.m., Kalamazoo County Consolidated Dispatch Authority Committee Meeting, City Hall Room No. 1.
- e. Wednesday, August 2, 6:30 p.m., Park Board, Oakland Drive Park followed by Haverhill Park at 7:15 p.m.
- f. Thursday, August 3, 6:30 p.m., Human Services Board, City Hall Room No. 1.
- g. Thursday, August 3, 7:00 p.m., Planning Commission, Council Chambers.
- h. Monday, August 7, 5:30 p.m., Local Officers Compensation Commission, City Hall Room No. 2.

* N. Materials Transmitted.

1. Department Monthly Reports
2. Materials Transmitted of July 7, 2017.

Adjournment.

CITY COUNCIL MEETING MINUTES FROM JULY 11, 2017

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

At the request of Mayor Strazdas, Councilmember Terry Urban gave the invocation and City Council and the audience recited the Pledge of Allegiance.

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

APPROVAL OF MINUTES: Motion by Ansari, seconded by Reid, to approve the Regular Meeting Minutes of June 27, 2017, as presented. Upon a voice vote, motion carried 7 to 0.

Motion by Pearson, seconded by Randall, to approve the Pre-Council Meeting Minutes of July 10, 2017, as presented. Upon a voice vote, motion carried 5 to 0 with Councilmembers Ford and Urban abstaining.

* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Reid to read the Consent Agenda. Councilmember Reid added item K.1, Appointments to Boards and Commissions. Mayor Pro Tem Ansari indicated he would be abstaining from Item F.1, CDBG Program FY 2017-18 Annual Action Plan and the FY 2017-18 Human/Public Service allocations, because he serves on the Portage Community Center Board, and would not take part in any of the discussion or the vote. Motion by Reid, seconded by Ford, to approve the Consent Agenda motions as presented. Upon a roll call vote, motion carried 7 to 0 with Mayor Pro Tem Ansari abstaining from Item F.1, CDBG Program FY 2017-18 Annual Action Plan and the FY 2017-18 Human/Public Service allocations.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JULY 11, 2017:** Motion by Reid, seconded by Ford, to approve the Accounts Payable Register of July 11, 2017. Upon a roll call vote, motion carried 7 to 0.

PETITIONS AND STATEMENTS OF CITIZENS: Attorney Lori Knapp, 3131 Woodhams Avenue, and current Board of Review Member, announced that she has filed sufficient signatures on a Nominating Petition for City Council for the November 7, 2017 General City Election. She expressed her appreciation for the City of Portage, and reviewed some of her credentials and volunteer experiences, plus her aspirations for Portage as she anticipates working with a great team of Councilmembers and great City staff to “make Portage the best place it can be.” Mayor Strazdas thanked her for “stepping up” and discussion followed.

Attorney Glenn Smith, 10143 Portage Road, spoke on behalf of Lake Effect, 5092 Sprinkle Road, and John Rockwood, who filed an Appeal in Circuit Court to the Zoning Board of Appeals decision that denied Lake Effect and John Rockwood a variance to operate their medical marijuana dispensaries at 5092 Sprinkle Road under City Ordinance. Discussion followed.

At the request of Mayor Strazdas, City Manager Larry Shaffer indicated that the City has received correspondence from the Plaintiff in this matter, that it is under review by the Michigan Court of Appeals and the City is being duly represented by the City Attorneys, so the matter should be handled as a piece of litigation. Since this matter requires a fair amount of confidentiality and discretion, he deferred to City Attorney Randy Brown for comment; also, he indicated City Council should hear the progress of the case and any options in the case in a Closed Session. City Attorney Brown concurred as this is pending litigation, and if Council wishes to discuss this, a Closed Session would be the best forum to do so. He opted not to get into any detail and recognized the disagreement with Mr. Smith on many

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of the things he has indicated. He emphasized that it would be appropriate and in the best interest of City Council to discuss these matters, if Council wishes, in a Closed Session.

Motion by Pearson, seconded by Reid, to schedule a Closed Session to discuss privileged communication for the next Regular Council Meeting on July 25, 2017. He explained Council has information today and have not had a chance to study it; there is a need to ask questions of the City Attorney about this information; so, it is appropriate to place it on the Agenda of the next meeting. At the suggestion of Mr. Brown, Councilmember Pearson moved, and Reid seconded, to amend the motion to include the words “for pending litigation as well as Attorney-Client communication.” Upon a roll call vote, motion carried 7 to 0.

REPORTS FROM THE ADMINISTRATION:

* **FY 2017-18 ANNUAL ACTION PLAN AND FY 2017-18 HUMAN/PUBLIC SERVICE ALLOCATIONS:** Motion by Reid, seconded by Ford, to approve the revisions to the CDBG Program FY 2017-18 Annual Action Plan and the FY 2017-18 Human/Public Service allocations. Upon a roll call vote, motion carried 6 to 0 with Mayor Pro Tem Ansari abstaining.

* **REDEVELOPMENT READY COMMUNITIES PROGRAM:** Motion by Reid, seconded by Ford, to adopt a resolution to participate in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program and authorize the City Manager to execute a Memorandum of Understanding with the MEDC. Upon a roll call vote, motion carried 7 to 0.

* **PURCHASE OF ELECTION EQUIPMENT:** Motion by Reid, seconded by Ford, to approve the purchase of one (1) DS 450 High-Throughput Scanner & Tabulator in the amount of \$36,416, one (1) ExpressVote Universal Voting System in the amount of \$2,697 and a five-year maintenance contract in the amount of \$57,565 from Election Systems & Software (ES&S), and authorize the City Manager to execute all documents on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

* **MINUTES OF BOARDS AND COMMISSIONS MEETINGS:** City Council received the minutes of the Portage Public Schools Regular Business of May 22, 2017, and Committee of the Whole Work Session of June 12, 2017.

COUNCIL COMMITTEE REPORT:

2017 COMMUNITY SURVEY: After Mayor Strazdas established that there were no Council Committee Reports to be added to the Agenda, he outlined the 2017 Community Survey item and asked for input from a Committee Member regarding Committee activities over the last several months. Councilmember Ford provided a summary of the work of the Committee, including collaboration with Dr. David J. Hartmann of the Kercher Center for Social Research at Western Michigan University, a description of how the Committee shared feedback and opinions regarding the various questions on the survey, and indicated that the Committee is prepared to address any issues with the survey questions as presented to City Council in the Agenda Packet this evening.

Councilmember Reid indicated that the Committee is looking to have Council approve the survey instrument, so the Committee can go forward, as well as contract with Kercher Center in order to actually conduct the survey and get the information back. Discussion followed.

Regarding the survey, Councilmember Pearson indicated that, depending on the age group, people preferred letters, e-mail, phone calls, but people are doing away with the land lines, so he asked for an explanation of how this is being normalized in order to attain true input from citizens of different age groups and different areas.

Councilmember Reid addressed his concern by recalling that the Committee talked about several different ways of doing that; she said it is really a “moving target” to try to get a cross-section of citizens; and she explained that the Kercher Center will be assisting with normalizing of this. Mayor Strazdas explained that the Kercher Center for Social Research has been conducting surveys for many, many years, assured Council that they fully appreciate the public trend of going from landlines to cell phones and the appropriate methodology necessary because they were nationally recognized for doing this a lot. He concluded that using their expertise as a nationally recognized center that does a lot these, there is a need to move from phone calls to mail, knowing that someday these centers will have the pieces in place to use e-mail and electronics; however, at present this national center should be allowed to choose the best methodology.

Councilmember Reid revealed that the opinion of the Committee is to pursue this in two different modes, some by phone and some by mail in order to do some back and forth comparisons with the goal of determining the best method(s) to use in the future. Councilmember Ford reviewed the idea of sending a post card with an e-mail to a link to allow access to the survey online as an alternative to completing it on paper, but admitted he thought the parameters of the methodology of the survey were already set. Councilmember Reid concurred and mentioned that there were a few different methods that were considered: online, paper, or phone, for example, to determine the method that makes the most sense, and she indicated that the City would be relying on Dr. Hartmann and the Kercher Center to help with the appropriate split within the methodology. Discussion followed.

Mayor Strazdas indicated the Kercher Center has at least a 95% confidence level, and explained how the Kercher Center will be able to normalize and attain that confidence level with the City of Portage survey.

Councilmember Urban read Question No. 4 of the survey and said the survey question seems to imply that there is a different way of addressing the problems outlined in the answers and, if there is, he wants to know. He found that he could not understand what “we” are trying to get from the question because the only way to address any of the answers found in Question No. 4 is to decrease the deer population and explained. Discussion followed. Councilmember Ford pointed to Question No. 3 which gives the opportunity for those who do feel there is a problem with the deer population a chance to answer what the problem is. Councilmember Urban responded that the question reads if the person feels there is a problem, which ones should be addressed as if there is a different way of addressing each problem. He suggested changing it to if you feel there is a problem, what do you feel is the major issue. Discussion followed.

At the request of Mayor Strazdas, motion by Pearson, seconded by Reid, to award a contract to the Kercher Center for Social Research at Western Michigan University in the amount of \$11,206 to conduct the 2017 Portage Community Survey; approve changes to the annual survey document as recommended by the City Council Community Survey Committee; review Questions No. 3 and 4 and authorize the City Manager to execute all related documents.

Councilmember Randall asked for a discussion of Questions No. 12 and 13 which deal with Medical Marihuana - one was dispensaries and the other was growing, processing and testing. She asked if it was legal to restrict who uses these facilities as it relates to the “Portage residents only” reference in the answer options. At the request of Mayor Strazdas, City Attorney Brown first indicated that he was not involved in the formulation of these questions. He conjectured that the question is trying to determine how many should the City authorize because the State Law allows the City to put a cap on these facilities. He indicated that a determination has to be made regarding that cap, so should it be large enough to service a larger area or smaller to service only a small area. In answer to Councilmember Randall, Mr. Brown indicated that he did not think a person can be “carded at the door” and only Portage residents can be served at one of these dispensaries. Councilmember Reid then concurred on behalf of the Committee with Mr. Brown as this information will be provided to City Council to assist Council with the decision of how many dispensaries and how many of each type of license, if any, there will be in the City of Portage. She expressed a desire to get citizen input with regard to which kind of Medical Marihuana businesses are desirable within the City of Portage. As a

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way of breaking it down, she asked if Council is looking to have none of them; are we looking to have enough to meet the needs of the citizens of Portage who need Medical Marihuana; or, are we looking to have enough to meet the needs of the citizens of Portage and people from outside the area. Because there is no specific number, she indicated Council cannot determine how many and the kind of Medical Marihuana businesses that are desirable. She stressed that this is a decision of City Council, so the Committee is trying to gather the information from Portage citizens; that this is not the only one way to obtain this information; and that this is not the only way the Committee will gather information. She then inferred that the intent of this question is not to limit the use of dispensaries by people outside of Portage. Discussion followed.

In answer to Councilmember Ford, City Attorney Brown indicated it is his opinion that the Ordinance may not limit the use of Portage dispensaries to Portage residents, and said he could look into that for Council. Discussion followed.

Motion by Pearson, seconded by Reid, to amend the motion that the Committee take suggestions from Council and take another look at Questions No. 12 and 13. Mayor Pro Tem Ansari asked that each City Councilmember provide input regarding these survey questions to the Committee by the next Regular City Council Meeting. Owing to the newness and complicated nature of the topic of Medical Marihuana Dispensaries, City Attorney Brown asked that the Committee contact his office when writing the questions as he would like to weigh in.

Mayor Strazdas asked what the deadline is for the Committee and Councilmember Randall indicated that from the information received by Council, the survey needs to be given to the Kercher Center by August 1, 2017. Discussion followed.

Motion by Pearson, seconded by Reid, to amend the motion to read if any Councilmembers have questions or suggestions regarding the four questions for the Survey Committee, to have them to the Survey Committee by Friday, July 14, 2017, to give the Committee early next week to meet with the City Attorney. Discussion followed. Councilmember Urban indicated that if the word "only" is removed from Questions No. 12 and 13, this could dispel the issue raised by Councilmember Randall. Upon a roll call vote, motion carried 7 to 0. Discussion followed.

NEW BUSINESS:

* **APPOINTMENTS TO BOARD, COMMISSION AND THE KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY CITIZEN AD HOC COMMITTEE:** Motion by Reid, seconded by Ford, to appoint Dan Corradini with unfulfilled term ending May 31, 2018, to the Planning Commission; appoint Staci Salisbury with unfulfilled term ending October 1, 2019, to the Park Board; and appoint Wayne Stoffer to the Kalamazoo County Consolidated Dispatch Authority Citizen Ad Hoc Committee to a maximum two-year term, until a final report is presented, or until replaced by the Kalamazoo County Consolidated Dispatch Authority. Upon a roll call vote, motion carried 7 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITIZENS: Justin Hassler, 4317 Foxfire Trail, suggested forming a committee or subcommittee for statistical investigations, researching demographics, who could do things like setting up a table at a mall, a theater or public schools sporting events and offer something like a cookie or a micro incentive to fill out the survey. He mentioned that this works with a short survey because people tend to fill those out more often and would be a way to reach young people.

STATEMENTS OF CITY COUNCIL: Councilmember Ford indicated that he attended the Army Concert Band performance where the music was good, but where the weather was quite hot.

Mayor Pro Tem Ansari indicated that the 4th of July Fireworks organized by the Portage Rotary were excellent. He commented on a number of complaints about the fireworks set off by citizens without regard to day, time or their neighbors at times, and he mentioned the limitations of the

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Fireworks Ordinance that follows State Law, that a person shall not ignite, discharge or use consumer fireworks between the hours of 1 a.m. and 8 a.m. Mayor Strazdas concurred and reviewed the State Legislators recent involvement in this issue, the difficulties faced by the local Police in the matter and stressed more communication among Portage citizens. Discussion followed.

Mayor Strazdas mentioned that he had the opportunity to attend the Summer Series Folk Festival which was well-attended, had local talent from this side of the state, and even had talent from the State of Georgia. He praised the efforts of Mr. Shaffer and the new Parks Department Director Kathleen Hoyle for their efforts with the Summer Series and invited all citizens to take advantage of this free event series. From a survey around the State, Mayor Strazdas indicated that Portage was found to be one of the Best Cities in Michigan for Public Safety Officers, and Mr. Shaffer announced Celery Flats was named the Number one Park in Michigan in an across the State parks evaluation. Mayor Strazdas credited the Administration for their work in making Portage great.

MATERIALS TRANSMITTED:

* **MATERIALS TRANSMITTED:** Motion by Reid, seconded by Ford, to receive the Materials Transmitted of Tuesday, June 27, 2017. Upon a roll call vote, motion carried 7 to 0.

ADJOURNMENT: Mayor Strazdas adjourned the meeting at 8:20 p.m.

James R. Hudson, City Clerk

***Indicates items included on the Consent Agenda.**

**MINUTES OF THE SPECIAL MEETING OF THE PORTAGE CITY COUNCIL
AND BOARDS AND COMMISSIONS APPLICANTS
JULY 11, 2017**

Mayor Peter Strazdas called the meeting to order at 6:00 p.m. The following Councilmembers were present at this meeting: Councilmembers Richard Ford, Jim Pearson, Patricia Randall, Claudette Reid and Terry Urban, Mayor Pro Tem Nasim Ansari and Mayor Peter Strazdas. Also present were City Manager Laurence Shaffer and City Clerk James Hudson. Council, staff and City Council introduced themselves to the Planning Commission Applicant and the Park Board Applicant

* From 6:01 p.m. to 6:23 p.m., Planning Commission Chair Wayne Stoffer was present for questions and information and at the request of Mayor Strazdas, he explained what the Planning Commission does and the benefits of being on the Commission. Discussion followed. City Council interviewed Danny Corradini for the Planning Commission. Discussion followed.

* From 6:24 p.m. to 6:34 p.m., City Council explained the duties and some of the activities of the Park Board and interviewed Staci Salisbury for the Park Board. Discussion followed.

* From 6:35 p.m. to 6:49 p.m., City Council interviewed Planning Commission Chair Wayne Stoffer, who expressed an interest in being the Mayoral appointee on the Kalamazoo County Consolidated Dispatch Authority Citizen Ad Hoc Committee. Discussion followed.

ADJOURN: Mayor Strazdas adjourned the meeting at 6:50 p.m.

James R. Hudson, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

SUBJECT:

SUPPORTING PERSONNEL:

ACTION RECOMMENDED:

FUNDING:

Attachments: 1. Pre-Council Meeting Minutes of July 24, 2017.

**MINUTES FROM THE SPECIAL PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF JULY 24, 2017**

Mayor Pro Tem Ansari called the meeting to order at 8:00 a.m. Mayor Pro Tem Ansari was present and called the roll with the following members of City Council present via the conference phone line: Councilmembers Jim Pearson, Patricia M. Randall and Claudette Reid. Councilmembers Richard Ford and Terry Urban and Mayor Peter Strazdas were absent with notice and excuse. Also in attendance were City Manager Larry Shaffer, Deputy City Manager Rob Boulis and City Clerk James Hudson.

Under Item F.1, Stryker Way/Portage Road Traffic Signal Intersection Project – Engineering Services, Councilmember Reid made reference to paragraph #1 and the statement that Stryker is paying all of the cost. She asked why the Administration is asking for money (\$47,875) if Stryker is paying for the cost of the intersection. She cited “other costs not covered by the grant will be funded by Stryker” in the last sentence of the first paragraph of the City Manager Report in the Agenda packet on page 19. City Manager Larry Shaffer responded that the City will execute the contract; that the City as the Grantee of the grant from MDOT has the relationship with the State which will fund most of the project; and that the funds flow through the City from the State. He also indicated that even though Stryker will make up the difference between what the City will receive from the grant and the actual cost of this contract, and the ultimate work that has to be done on the intersection, that cost will get rolled up into the TIFA, so the City will pay its portion with TIFA funding. Also, in answer to Councilmember Reid, Mr. Shaffer responded that even though this will be a part of TIFA, and the City will pay with TIFA funds, Stryker did not give the “okay” with using Wightman Associates; and, because Stryker wants speed and quality, he does not see where Stryker will have an issue with this at all. Mr. Shaffer said that Wightman and Associates will provide speed, quality and the interface with the State. Mr. Shaffer also indicated that Stryker hired Rockford Construction Company, 601 First St NW, Grand Rapids, as the Construction Manager for the project, and answered he would find out who is doing the engineering.

Under Item F.2, Amendment to the Code of Ordinances, Councilmember Pearson asked Mr. Shaffer for a printout of Section 105.6.32 found on page 27 of the City Council Agenda packet and for an explanation of the exception. Councilmember Reid also asked him for a printout of Section 307, Open Burning, found on page 27 in order to have a bigger context for reference purposes.

Councilmember Pearson pointed out a typo on the signature line which reads “Acting City Manager” in both the Twelve Baskets Contract and the Goodwill Contract which are a part of Item F.3, FY 2017-18 Community Development Block Grant and General Fund contracts.

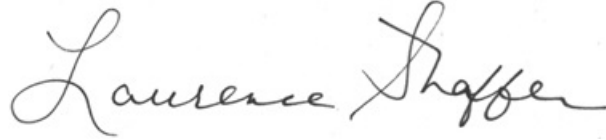
Under F.5, Closed Session, Councilmember Randall asked if Council would be returning to open session to make a public statement and Mr. Shaffer indicated that there is no requirement, but that it is always an option. When she asked whether Attorney Glen Smith would be present at the Regular Council Meeting, Mr. Shaffer assured her that he would contact City Attorney Randy Brown to call Mr. Smith. Councilmember Pearson asked that if any new information is provided for the Closed Session that Council be given time to read them before the discussion and Mr. Shaffer agreed.

ADJOURN: Mayor Pro Tem Ansari adjourned the meeting at 8:12 a.m.

James Hudson, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of July 25, 2017 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 July 2, 2017 through July 16, 2017 and notes \$570,229.34 in automated clearing house payments, \$598,813.49 in paper checks and \$44,939.91 in auto-pay payments for a grand total of \$1,213,982.74.

FUNDING: N/A

Attachments: 1. Accounts Payable Register

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 1 of 9

Check Type: ACH Transaction

Check Date	Check	Vendor Name	Description	Amount
07/03/2017	7122(A)	MONIFA A. JUMANNE, PH.D.	PROJECT CONSULTANT	1,666.00
07/10/2017	7123(A)	A-1 SIGNS	BENCH PLAQUE	568.55
07/10/2017	7124(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SERVICES	2,877.24
07/10/2017	7125(A)	ACCESS EMPLOYER STAFFING SERVICES	TEMPORARY EMPLOYEES	5,276.77
07/10/2017	7126(A)	ASSOCIATED GOVERNMENT SERVICES INC	BACKFLOW INSPECTION	1,700.00
07/10/2017	7127(A)	BELL EQUIPMENT COMPANY	MAIN BROOM	463.04
07/10/2017	7128(A)	BRENNER OIL CO.	GASOLINE	17,537.00
07/10/2017	7129(A)	BRINK WOOD PRODUCTS, INC.	PLAYGROUND MULCH	1,242.00
07/10/2017	7130(A)	C D W GOVERNMENT, INC.	DOCUMENT SCANNER	1,839.12
07/10/2017	7131(A)	C T S TELECOM, INC.	TELEPHONE SERVICE	2,263.68
07/10/2017	7132(A)	CARRIER & GABLE	TS MAINTENANCE SUPPL	39,461.00
07/10/2017	7133(A)	CHARTER COMMUNICATIONS	CABLE TV SERVICE	169.88
07/10/2017	7134(A)	FARM N GARDEN	FENCE SUPPLIES	3,174.17
07/10/2017	7135(A)	GRAHAM FORESTRY SERVICE, INC.	FORESTRY CONSULTING	1,840.00
07/10/2017	7136(A)	GRIFFIN PEST SOLUTIONS, INC.	PESTICIDE SERVICES	114.00
07/10/2017	7137(A)	HURST MECHANICAL, INC.	HVAC REPAIR - POLICE	599.81
07/10/2017	7138(A)	INDUSCO SUPPLY CO., INC.	DISINFECTING SPRAYER	2,377.19
07/10/2017	7139(A)	J & J LAWN SERVICE, INC.	MOWING AND TRIMMING	11,161.00
07/10/2017	7140(A)	KLOSTERMAN DISTRIBUTING	RAMONA CONCESSIONS	313.42
07/10/2017	7141(A)	LAKE MICHIGAN MAILERS, INC.	METER PLUS SERVICE	55.00
07/10/2017	7142(A)	LOWE'S HOME CENTER	REPAIR/MAINT SUPPLIES	297.09
07/10/2017	7143(A)	MATERIALS RESOURCES	SUPPLIES	1,116.34
07/10/2017	7144(A)	MAURER'S TEXTILE RENTAL SERVICES	UNIFORM RENTALS	296.58
07/10/2017	7145(A)	OMM ENGINEERING, INC.	ENGINEERING SERVICES	18,733.20
07/10/2017	7146(A)	PCM SALES, INC.	DESKTOP	548.31
07/10/2017	7147(A)	PEOPLEFACTS, LLC 740303	CREDIT CHECK	28.23
07/10/2017	7148(A)	PLM LAKE & LAND MANAGEMENT	MILLENNIUM POND WATER	1,035.00
07/10/2017	7149(A)	RIDGE AUTO NAPA	HAND TOOLS	36.71
07/10/2017	7150(A)	RIETH-RILEY CONSTRUCTION CO., INC	SPRING 2017 MILL & FILL	186,481.66
07/10/2017	7151(A)	SUEZ WATER ENVIRONMENTAL SERVICES	WATER METERS	10,804.89

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 2 of 9

Check Date	Check	Vendor Name	Description	Amount
07/10/2017	7152(A)	W W GRAINGER INC	AIR COMPRESSORS	5,189.86
07/10/2017	7153(A)	WOLVERINE LAWN SERVICE, INC.	IRRIGATION SUPPLIES	883.77
07/14/2017	7154(A)	ABONMARCHE CONSULTANTS, INC	CONSTRUCTION ENGINEERING	837.50
07/14/2017	7155(A)	ACCESS EMPLOYER STAFFING SERVICES	TEMP STAFF FOR ADMIN	5,891.58
07/14/2017	7156(A)	ALL-PHASE ELECTRIC SUPPLY CO.	LIGHTING AND ELECTRICAL	107.49
07/14/2017	7157(A)	ALL-TRONICS, INC.	WIRING ALARM	282.00
07/14/2017	7158(A)	ALRO STEEL CORPORATION	ALUMINUM TUBING	20.93
07/14/2017	7159(A)	ANIMAL REMOVAL SERVICE, LLC	RODENT CONTROL	815.00
07/14/2017	7160(A)	AUMACK, MICHAEL	UMPIRE PAYROLL	350.00
07/14/2017	7161(A)	AUTOMATIC MICROFILM CO.	RECORDS FILMING	4,348.16
07/14/2017	7162(A)	BATTERIES PLUS	LIGHT BULBS FOR CITY	215.00
07/14/2017	7163(A)	BEEBE, RONALD E.	UMPIRE PAYROLL	240.00
07/14/2017	7164(A)	BLUE CARE NETWORK-GREAT LAKES	HEALTH INSURANCE	122,354.40
07/14/2017	7165(A)	BYHOLT INC.	GRAVEL FOR DPS	434.25
07/14/2017	7166(A)	C D W GOVERNMENT, INC.	NEW RACK FOR DPS	944.79
07/14/2017	7167(A)	CAPITAL ADVANTAGE LEASING	COMPUTER LEASING	7,841.45
07/14/2017	7168(A)	CARRIER & GABLE	TRAFFIC SIGNAL SUPPLIES	12,788.50
07/14/2017	7169(A)	CHARTER COMMUNICATIONS	CABLE TV SERVICE	489.73
07/14/2017	7170(A)	CLEANIT CORP	MAY/JUNE CAR WASHES	54.00
07/14/2017	7171(A)	DEER CONTRACTING & LANDSCAPE	CURB AND SIDEWALK	19,150.00
07/14/2017	7172(A)	ETNA SUPPLY, INC.	PROJECT SUPPLIES	259.20
07/14/2017	7173(A)	GRIFFIN PEST SOLUTIONS, INC.	PESTICIDE SERVICES	50.00
07/14/2017	7174(A)	HARTFORD LIFE INSURANCE COMPANY	LIFE & LTD INSURANCE	8,554.30
07/14/2017	7175(A)	HOWARD PRINTING	JULY 2017 PORTAGER	3,139.20
07/14/2017	7176(A)	HURST MECHANICAL, INC.	SERVICE TO CITY HALL	1,862.37
07/14/2017	7177(A)	INDUSCO SUPPLY CO., INC.	PAPER PRODUCTS	270.70
07/14/2017	7178(A)	IP CONSULTING, INC.	IPC BLOCK TIME 50HRS	7,500.00
07/14/2017	7179(A)	IRISH AYRES ENTERPRISES, LLC	MOWING AND LANDSCAPE	19,095.25
07/14/2017	7180(A)	JAROTH, INC	PAY PHONES	303.00
07/14/2017	7181(A)	KIEL, MICHAEL	UMPIRE PAYROLL	42.00
07/14/2017	7182(A)	KLOSTERMAN DISTRIBUTING	RAMONA CONCESSIONS	545.91
07/14/2017	7183(A)	KUSHNER & COMPANY, INC.	JULY 2016-JUNE 2017	329.25

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 3 of 9

Check Date	Check	Vendor Name	Description	Amount
07/14/2017	7184(A)	MAURER'S TEXTILE RENTAL SERVICES	16/17 BUDGET UNIFORM	12.34
07/14/2017	7185(A)	MCCULLIN, LARRY W.	UMPIRE PAYROLL	276.00
07/14/2017	7186(A)	MEJEUR ELECTRIC LLC	FIRE FACILITY MAINT	194.00
07/14/2017	7187(A)	NEW FRESH CLEANING SERVICE	JANITORIAL SERVICES	746.00
07/14/2017	7188(A)	OGDEN, JESSE	UMPIRE PAYROLL	42.00
07/14/2017	7189(A)	PECKELS, CHRISTINE	PROGRAM INSTRUCTOR	240.00
07/14/2017	7190(A)	PRECISION METALS PLUS	CUSTOM PARTS - #23	247.51
07/14/2017	7191(A)	R P M MACHINERY, LLC	BACKHOE FILTERS	308.48
07/14/2017	7192(A)	RIDGE AUTO NAPA	REPAIR AND MAINTENANCE	5,335.76
07/14/2017	7194(A)	ROBINSON, KEVIN	UMPIRE PAYROLL	147.00
07/14/2017	7195(A)	S B F ENTERPRISES, INC.	SPECIAL ASSESSMENT NOTICES	228.72
07/14/2017	7196(A)	SIMPLIFILE LLC	RECORDING OF DOCUMENTS	66.00
07/14/2017	7197(A)	SOS TECHNOLOGIES	FIRE EMS SUPPLIES	6,762.35
07/14/2017	7198(A)	TECHNOLOGY SOLUTIONS	RECREATE BACKFLOW	3,023.37
07/14/2017	7199(A)	THE IRRIGATOR	SPRINKLER HEAD WORK	106.87
07/14/2017	7200(A)	THOMPSON, HELENE	PROGRAM VENDOR PAYMENT	432.00
07/14/2017	7201(A)	USA SOFTBALL OF MICHIGAN	2017 ADULT TEAMS	5,080.00
07/14/2017	7202(A)	VANDERBERG, WARD M	UMPIRE PAYROLL	94.00
07/14/2017	7203(A)	VISION SERVICE PLAN (OH)	VISION SERVICE PLAN	2,135.75
07/14/2017	7204(A)	VOLOGY DATA SYSTEMS	CISCO 6 LINE PHONES	465.08
07/14/2017	7205(A)	W W GRAINGER INC	GENERATOR & SUPPLIES	4,157.60
07/14/2017	7206(A)	XEROX CORPORATION	XEROX LEASE - PD	862.04
			Total ACH Transactions:	570,229.34

Check Type: Paper Check

07/07/2017	10099	PETTY CASH-DEREK HENSON	REPLENISHMENT CHECK	278.58
07/14/2017	10100	PETTY CASH-ALYSSA MILBECK	REPLENISHMENT CHECK	612.88
07/14/2017	10101	PETTY CASH-HOLLY CERNY	REPLENISHMENT CHECK	392.66
07/07/2017	302848	ACE PARKING LOT STRIPING, INC.	PARKING LOT LINES	1,492.50
07/07/2017	302849	ALLEGRA PRINT & IMAGING	BISHOP-WLNP BROCHURE	5,097.50
07/07/2017	302850	BAKER, STACEY	MILEAGE REIMBURSEMENT	64.52
07/07/2017	302851	BESCO WATER TREATMENT, INC.	WATER SERVICE	58.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 4 of 9

Check Date	Check	Vendor Name	Description	Amount
07/07/2017	302852	BUSINESS SPEAKERS BUREAU	PERFORMANCE CONTRACT	1,750.00
07/07/2017	302853	CAMPBELL AUTO SUPPLY	AUTO SUPPLIES	171.67
07/07/2017	302854	CEREAL CITY WINDOW CLEANING	WINDOW CLEANING	1,050.00
07/07/2017	302855	CONSUMERS ENERGY	STREETLIGHTS	37,555.38
07/07/2017	302856	CONVERSE MANAGEMENT	REFUND DUP TAX PMT	33.35
07/07/2017	302857	D L GALLIVAN INC.	COPY MACHINE USAGE	28.43
07/07/2017	302858	DRUG & LABORATORY DISPOSAL INC.	FIRE EMS SUPPLIES	209.84
07/07/2017	302859	EMERGENCY VEHICLE PRODUCTS	POLICE VEHICLE MAINT	29.00
07/07/2017	302860	ENVIROLOGIC TECHNOLOGIES INC	PROFESSIONAL SERVICE	1,600.00
07/07/2017	302861	FLETCHER ENTERPRISES	PAINTING	8,030.00
07/07/2017	302862	H J DEATON & SON INC.	BEACH SAND	875.50
07/07/2017	302863	HESS, DERECK	EMPLOYEE REIMBURSEMENT	1,713.43
07/07/2017	302864	HOME DEPOT	MAINTENANCE SUPPLIES	385.04
07/07/2017	302865	IMAGINARIUM PICTURES	MILL PICTURES	100.00
07/07/2017	302866	JOHNSTON LEWIS ASSOCIATES INC.	FUEL TANK LIABILITY	3,801.73
07/07/2017	302867	KALAMAZOO COUNTY DRAIN COMMISSIONER	GIS OVERLAYS	600.00
07/07/2017	302868	KALAMAZOO COUNTY ROAD COMMISSI	LIQUID TAR EMULSION	1,233.72
07/07/2017	302869	KALAMAZOO LANDSCAPE SUPPLIES	PROCESSED TOPSOIL	830.56
07/07/2017	302870	KALAMAZOO SPORTSWEAR	SILK SCREEN SERVICES	113.75
07/07/2017	302871	KOZMINSKE, MICHELLE	EMPLOYEE REIMBURSEMENT	183.78
07/07/2017	302872	KUZMITOWICA, EDWARD & JOYCE	TRIP REFUND	400.00
07/07/2017	302873	M M R M A	DRONE INSURANCE	178.00
07/07/2017	302874	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIRS	2,389.83
07/07/2017	302875	MICHIANA LAND SERVICES	PROFESSIONAL SERVICE	9,113.17
07/07/2017	302876	MIGALA CARPET ONE, INC.	CARPET	5,682.64
07/07/2017	302877	NATIONAL FIRE PROTECTION ASSOC	FM OPERATING SUPPLIES	1,345.50
07/07/2017	302878	OFFICE DEPOT, INC.	OFFICE SUPPLIES	529.16
07/07/2017	302879	OMG NATIONAL	PENCILS/BADGES	502.73
07/07/2017	302880	PAPE, LINDA	TRIP REFUND	200.00
07/07/2017	302881	PRUDENTIAL NURSERY	TREE PLANTING SERVICE	1,790.00
07/07/2017	302882	QUALITY PRECAST, INC.	MANHOLE FLAT TOPS	555.00
07/07/2017	302883	RATHCO SAFETY SUPPLY, INC.	SIGNS AND SIGN MATER	59.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 5 of 9

Check Date	Check	Vendor Name	Description	Amount
07/07/2017	302884	S A MORMAN & CO.	GATE SUPPLIES	780.00
07/07/2017	302885	STAP BROS LAWN & LANDSCAPE,INC	HERBICIDE APPLICATIONS	15,328.66
07/07/2017	302886	STEENSMA LAWN & POWER EQUIPMENT	BACKPACK BLOWERS	4,707.51
07/07/2017	302887	TODD ARBANAS ENTERPRISES INC.	TREE MAINTENANCE	7,100.00
07/07/2017	302888	UNITED PARCEL SERVICE	WEEKLY DELIVERY	14.83
07/12/2017	302889	NAPIER, PEGGY	REIMB FOR MUSIC FEST	1,500.00
07/14/2017	302890	A T & T	TELEPHONE SERVICES	2,613.44
07/14/2017	302891	ABSOLUTE VIDEO PRODUCTIONS	VIDEO/PHOTOGRAPHY	4,750.00
07/14/2017	302892	ACE-TEX ENTERPRISES, INC.	WIPING CLOTHS	1,065.00
07/14/2017	302893	AGIO IMAGING	PARKS OFFICE PICTURE	1,495.00
07/14/2017	302894	ARTWEAR APPAREL GRAPHICS, INC.	FIRST HALF CHAMP TSHIRTS	1,541.50
07/14/2017	302895	AUTRY, ELSIE	TRIP REFUND	100.00
07/14/2017	302896	BALKEMA EXCAVATING, INC.	ZYLMAN AVE LIFT STATION	40,721.25
07/14/2017	302897	BC SOUND L.L.C.	SOUND AND LIGHTING	1,300.00
07/14/2017	302898	BESCO WATER TREATMENT, INC.	WATER SERVICE	18.00
07/14/2017	302899	BLUE CROSS/BLUE SHIELD OF MICH	HEALTH INS - AUGUST 2017	68,314.99
07/14/2017	302900	BOMMERSCHEIM WINDOW & DOOR LLC	EMERGENCY EXIT DOOR	185.00
07/14/2017	302901	BYCE & ASSOCIATES, INC.	ARCHITECT RENDERING	5,900.00
07/14/2017	302902	C. L. MAHONEY CO INC	BOND REFUND	105.00
07/14/2017	302903	CALIBRE PRESS	EMP TRNG - N MATTSON PD	695.00
07/14/2017	302904	CANNON TRUCK EQUIPMENT	ANNUAL BOOM INSPECTION	845.00
07/14/2017	302905	CARTRIDGE WORLD	CARTRIDGES	2,051.07
07/14/2017	302906	CASTANEDA, JUDITH	DEPOSIT REFUND	100.00
07/14/2017	302907	CHICK-FIL-A	BOND REFUND	1,985.00
07/14/2017	302908	CITY OF PORTAGE	SPECIAL ASSESSMENT	3,210.14
07/14/2017	302909	CLEAR CHANNEL AIRPORTS	ADVERTISING - AZO	888.00
07/14/2017	302910	CORBY ENERGY SERVICES INC.	SEWER REHABILITATION	72,177.00
07/14/2017	302911	CORNERSTONE CONSTRUCTION	WALL FABRICATION	3,490.00
07/14/2017	302912	D L GALLIVAN INC.	PRINTER LEASE	179.33
07/14/2017	302913	DAVE'S CONCRETE PRODUCTS, INC.	DPS CONCRETE WORK	4,950.00
07/14/2017	302914	DEVON TITLE AGENCY	OVER PAYMENT WTR/SWR	67.69
07/14/2017	302915	DEWOLF & ASSOCIATES	EMP TRNG - RYAN ENDERICH	255.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 6 of 9

Check Date	Check	Vendor Name	Description	Amount
07/14/2017	302916	DEWOLF & ASSOCIATES	EMP TRNG - MARIE GLEESING	255.00
07/14/2017	302917	DEWOLF & ASSOCIATES	EMP TRNG - VICTORIA ROSE	255.00
07/14/2017	302918	DJ'S LAWN SERVICE, INC.	STUMP GRINDING	1,085.00
07/14/2017	302919	ED & TED'S EXCELLENT ADVENTURES	TRIP VENDOR PAYMENT	25,188.00
07/14/2017	302920	EMERGENCY VEHICLE PRODUCTS	FIRE APPARATUS MAINT	125.00
07/14/2017	302921	FADER EQUIPMENT, INC.	POWER TOOL RENTAL	33.15
07/14/2017	302922	FLETCHER ENTERPRISES	DPS BUILDING	3,980.00
07/14/2017	302923	FLINT NEW HOLLAND, INC.	MOWER BLADES	280.60
07/14/2017	302924	FORSHEE, MARK	UMPIRE PAYROLL	141.00
07/14/2017	302925	GOODWILL INDUSTRIES OF SW MI	16/17 HPS CONTRACT	1,500.00
07/14/2017	302926	GORDON WATER SYSTEMS	WATER COOLER RENTAL	80.25
07/14/2017	302927	GRAND HOTEL	TRIP VENDOR PAYMENT	33,130.08
07/14/2017	302928	HALT FIRE, INC.	FIRE APPARATUS MAINT	255.59
07/14/2017	302929	HARTMAN, CHARLES	UMPIRE PAYROLL	144.00
07/14/2017	302930	HATLEY, JOSH	SCHRIER DEPOSIT REFUND	100.00
07/14/2017	302931	HEATH, KEVIN	UMPIRE PAYROLL	84.00
07/14/2017	302932	HEMINGWAY, TOM	SCHRIER DEPOSIT	200.00
07/14/2017	302933	HENRY EDWARDS	UMPIRE PAYROLL	210.00
07/14/2017	302934	HILL, KIMBERELY	RAMONA #1 DEPOSIT REFUND	100.00
07/14/2017	302935	HOEKSTRA, ASHLEY	TRAINING EXPENSES	366.25
07/14/2017	302936	HOGNACHI, DAVID	UMPIRE PAYROLL	138.00
07/14/2017	302937	HOME DEPOT	BUILDING SUPPLIES	3,193.10
07/14/2017	302939	HR.COM LIMITED	HR RECERT/MEMBERSHIP	500.00
07/14/2017	302940	JAMES, FA	RAMONA #1 REFUND	100.00
07/14/2017	302941	JOHN E. REID AND ASSOCIATES, INC.	EMP TRNG - ASHLEY HOEKSTRA	575.00
07/14/2017	302942	JONES, JAMIE	GRAIN ELV DEPOSIT	100.00
07/14/2017	302943	KALAMAZOO COUNTY HEALTH & COMMUNITY	ADVERTISEMENT VENDOR	125.00
07/14/2017	302944	KALAMAZOO LANDSCAPE SUPPLIES	RESTORATIONS	888.10
07/14/2017	302945	KELLER, PATRICIA	LAKEVIEW #1 DEPOSIT	100.00
07/14/2017	302946	KING, SHARON	LAKEVIEW #2 DEPOSIT	100.00
07/14/2017	302947	KZOO TIRE COMPANY	TIRE TUBES	673.50
07/14/2017	302948	LEXISNEXIS RISK SOLUTIONS	ACCURINT CHARGES	150.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 7 of 9

Check Date	Check	Vendor Name	Description	Amount
07/14/2017	302949	LOCEY SWIM POOL CO.	FOUNTAIN SUPPLIES	48.65
07/14/2017	302950	LOUTHAN, WILLIAM F	UMPIRE PAYROLL	48.00
07/14/2017	302951	M COVILLE EXCAVATING	DURAPATCHER NOZZLE	675.00
07/14/2017	302952	MADSEN, LISA	RENTAL DEPOSIT REFUND	100.00
07/14/2017	302953	MCNALLY ELEVATOR CO.	ELEVATOR REPAIRS	898.86
07/14/2017	302954	MEDILODGE OF PORTAGE	PROGRAM VENDOR PAYMENT	210.00
07/14/2017	302955	MICH ASSOC OF HOSTAGE NEGOTIATORS	EMP TRNG - A DMOCH PD	150.00
07/14/2017	302956	MICHIGAN RECREATION & PARK ASSOC	MPARKS MEMBERSHIP FEES	614.00
07/14/2017	302957	MIDWEST COVER, INC.	SOFTBALL DUGOUT COVE	1,051.00
07/14/2017	302958	MIKE CORFMAN	FIRE MEMBERSHIP	85.00
07/14/2017	302959	MILLER, AMY	GRAIN ELV REFUND	100.00
07/14/2017	302960	MILLS, DANIEL	EMPLOYEE REIMBURSEMENT	820.95
07/14/2017	302961	MLIVE MEDIA GROUP	LEGAL ADS	1,325.09
07/14/2017	302962	MULDER'S MOVING AND STORAGE	MOVING EXPENSE	425.00
07/14/2017	302963	NATIONS TITLE AGENCY OF MI	OVERPMT SUM TAX 17	212.50
07/14/2017	302964	NYE UNIFORMS	ADU UNIFORMS	876.84
07/14/2017	302965	O'REILLY AUTO PARTS	MAINTENANCE SUPPLIES	438.36
07/14/2017	302966	O.M. MANAGEMENT, INC.	PRE-EMPLOY DRUG SCREENS	40.00
07/14/2017	302967	OFF THE CUFF CATERING	FIRE ADMIN TRAINING	800.00
07/14/2017	302968	OFFICE DEPOT, INC.	OFFICE CHAIRS REPLACED	853.08
07/14/2017	302969	PARIS CLEANERS	UNIFORM CLEANING	1,195.04
07/14/2017	302970	PATESEL, TERRY	UMPIRE PAYROLL	47.00
07/14/2017	302971	PEREZ, ABDON	HAYLOFT REFUND	150.00
07/14/2017	302972	PLOEHN, TOBIN	LAKEVIEW #2 DEPOSIT	100.00
07/14/2017	302973	PURE FISHING, INC.	ANGLING CAMP SUPPLIES	552.65
07/14/2017	302974	R W LAPINE INC.	AIR CONDITIONER REPAIRS	317.50
07/14/2017	302975	RATHCO SAFETY SUPPLY, INC.	DOG PARK RULES SIGN	100.00
07/14/2017	302976	RESCUEGEAR, INC.	FIRE TECH RESCUE EQUIP	8,054.21
07/14/2017	302977	RHODES, KEVIN	UMPIRE PAYROLL	105.00
07/14/2017	302978	RIDGE AUTO NAPA	FLEET DIAGNOSTIC	3,680.36
07/14/2017	302979	ROBERTS DEVELOPMENT GROUP INC	BOND REFUND	440.00
07/14/2017	302980	SHAFFER, LAURENCE	2017 ICMA CONFERENCE	725.00

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 8 of 9

Check Date	Check	Vendor Name	Description	Amount
07/14/2017	302981	SHAFFER, LAURENCE	2017 ICMA CONFERENCE	399.60
07/14/2017	302982	SHERMAN TOOL / CORNWELL TOOLS	POWER TOOLS	1,110.42
07/14/2017	302983	SIG SAUER ACADEMY	EMP TRNG	415.00
07/14/2017	302984	SLIFKO, KENNETH	STUART REFUND	150.00
07/14/2017	302985	SMEMSIC	FIRE MEMBERSHIP	50.00
07/14/2017	302986	SMITH, MARILYN	CANCELED RESERVATION	240.00
07/14/2017	302987	SMITH, ROBERT	UMPIRE PAYROLL	42.00
07/14/2017	302988	STATE INDUSTRIAL PRODUCTS CORP	PARTS WASHER SOLVENT	888.28
07/14/2017	302989	STATE OF MICHIGAN	EMP TRNG - VICTORIA ROSE PD	65.00
07/14/2017	302990	STATE OF MICHIGAN (TREASURY)	PILOT DISBURSEMENT	144,837.68
07/14/2017	302991	STATE SYSTEMS RADIO, INC	TOWER RENTAL	1,506.48
07/14/2017	302992	STEENSMA LAWN & POWER EQUIPMENT	MOWER TIRES	3,535.04
07/14/2017	302993	STUUT, GWEN	RAMONA #2 REFUND	100.00
07/14/2017	302994	SUSAN HARDY	OVER PMT WTR/SEWR	10.00
07/14/2017	302995	TACTRON, INC.	FIRE OPS SUPPLIES	135.22
07/14/2017	302996	TEMPLE, JOHN	LAKEVIEW #2 DEPOSIT	100.00
07/14/2017	302997	TODD ARBANAS ENTERPRISES INC.	TREE TRIMMING SERVICES	1,750.00
07/14/2017	302998	TRANSNATION TITLE AGENCY	OVER PAYMENT WTR/SWR	22.08
07/14/2017	302999	U S A TODAY	LOBBY SUBSCRIPTION	58.00
07/14/2017	303000	VANLEAR, JUN & JEANNE	TRIP REFUND	224.00
07/14/2017	303001	VANNOORLOOS, CAROLYN	LAKEVIEW #1 DEPOSIT	100.00
07/14/2017	303002	VERIZON WIRELESS SERVICES, LLC	CELL PHONE SERVICE	2,311.72
07/14/2017	303003	WAHMHOF, RONALD	RAMONA #2 DEPOSIT	100.00
07/14/2017	303004	WATKINS, GREG	UMPIRE PAYROLL	48.00
07/14/2017	303005	WESTERN MICHIGAN UNIVERSITY	GIS AND GEOGRAPHICAL	1,750.00
Total Paper Checks:				598,813.49

Check Type: Auto-Pay Payments

7/6/2017	5075	CONSUMERS ENERGY	GAS-ELECTRIC	4,358.70
7/10/2017	5082	CONSUMERS ENERGY	GAS-ELECTRIC	4,208.62
7/11/2017	5091	CONSUMERS ENERGY	GAS-ELECTRIC	4,849.46
7/12/2017	5096	CONSUMERS ENERGY	GAS-ELECTRIC	8,925.12

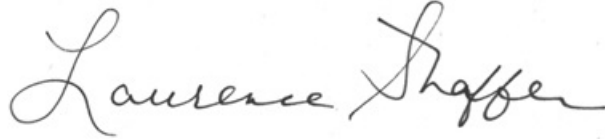
ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/2/2017 To: 7/16/2017

Page 9 of 9

Check Date	Check	Vendor Name	Description	Amount
7/13/2017	5100	CONSUMERS ENERGY	GAS-ELECTRIC	4,054.03
7/14/2017	5107	CONSUMERS ENERGY	GAS-ELECTRIC	18,543.98
			Total Auto-Pay Payments:	44,939.91
			Grand Total:	1,213,982.74

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Stryker Way/Portage Road Traffic Signal and Intersection Project - Engineering Services

SUPPORTING PERSONNEL: Wm. Roger Buell, Director of Transportation and Utilities

ACTION RECOMMENDED: That City Council approve an engineering services contract with Wightman & Associates, Incorporated, in the amount of \$47,875 for the new Stryker Way/Portage Road Traffic Signal and Intersection Improvements and authorize the City Manager to sign all documents related to the contract on behalf of the city.

Stryker Instruments is currently constructing a 485,000-square-foot research and development facility on 288 acres of land bounded by Portage Road on the east, by Lovers Lane on the west, by East Milham Avenue on the north and by Ramona Avenue on the south. In conjunction with the construction of the new facility on this parcel, a new public street to be named "Stryker Way" will run from Portage Road to Lovers Lane. With the construction of the new road, a traffic signal and southbound right-turn lane will be constructed on Portage Road between Ramona Avenue and East Milham Avenue. The City of Portage received a grant through the Michigan Department of Transportation (MDOT) in the amount of \$259,605 for the construction of this new intersection. Engineering services and other costs not covered by the grant will be funded by Stryker Instruments.

The city requested a proposal from Wightman & Associates, Incorporated, of Benton Harbor, Michigan to provide engineering services for the project. The proposal includes assistance in bidding, construction engineering as well as contract and grant administration. Wightman & Associates has completed previous projects on Portage Road, both north and south, as well as the site plan and road work design for the adjacent Kenco development on Portage Road. Wightman & Associates also previously designed the section of Portage Road from I-94 to East Milham Avenue completed in 2014 and has extensive experience in working with the processes and procedures of MDOT. By selecting Wightman & Associates to complete engineering services, minimal time will be required by Transportation & Utilities staff to educate the consultant on the previous Portage Road projects, allowing staff to focus on city projects and maintain the current schedule. Wightman & Associates has submitted a proposal in the amount of \$47,875. This amount has been determined to be reasonable and consistent with similar projects.

The new street and intersection are being designed by consultants obtained by Stryker Instruments.

The previous experience of Wightman & Associates with the City of Portage and Portage Road projects is critical to ensure that the design meets city standards. They will be responsible for coordinating any plan revisions with the Stryker consultant. Wightman & Associates will assist with

bidding this project over the winter months once the plans have been approved, in addition to overseeing all work performed by the contractor and preparing all necessary MDOT documents once the contract has been awarded. Construction of the project is planned for June 2018.

Therefore, it is recommended that City Council approve an engineering services contract with Wightman & Associates, Incorporated, in the amount of \$47,875 for the new Stryker Way/Portage Road Traffic Signal and Intersection Improvements and authorize the City Manager to sign all documents related to the contract on behalf of the city.

FUNDING: Funds in the amount of \$47,875 are available in the Major Street CIP Account.

Attachments: 1. Proposal for Professional Engineering Services



Allegan Office:
264 Western Avenue
Allegan, MI 49010

Telephone:
(269)673-8465

Fax:
(269)927-1300

Website:
www.wightman-assoc.com

June 28, 2017

City of Portage
7900 South Westnedge Avenue
Portage, MI 49002

Attention: Ms. Vicki Georgeau, Director of Community Development

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
STRYKER WAY INTERSECTION IMPROVEMENTS**

Dear Vicki:

We would like to thank you for requesting a proposal from our firm for professional engineering services for the above referenced project. After our meeting on June 19, reviewing the supplied construction plans and specifications, and our knowledge of Portage Road we would like to offer the following proposal.

Section I – Project Goals

WAI understands the City of Portage has received Category A funds through the Michigan Department of Transportation (MDOT) for the installation of a new traffic signal and south bound right turn lane at the future intersection of Stryker Way and Portage Road. This intersection is located across from the Kenco Industries south drive entrance. The work is slated for spring/summer 2018.

The signal and intersection plans were prepared by the developer's Engineer for the site. The City desires assistance with the bidding, construction engineering, and contract administration phases of the project which fall under the Category A grant.

Based upon the above understanding and roles, we have prepared the following scope of services and fees.

Section II – Scope of Services

Based upon the above project goals, WAI proposes the following description of services to be performed.

- **Bidding Services** – WAI will assist the City of Portage in finalizing the bid package into a format suitable to the City of Portage and MDOT. This will include the following services.
 - Review plans and specifications prepared by developer's Consultants
 - Coordinate plan revisions
 - Verify plan quantities
 - Prepare and submit a draft package to Purchasing for review
 - Obtain current State prevailing wage rates and verify status immediately prior to bid opening
 - Place bid advertisement in local newspaper, one Sunday edition (publication fee included)
 - Place plans and specifications with local plan rooms, post on WAI website, and provide City with electronic and hard copy sets for their use.

- Respond to Contractor inquiries and issue addendum as necessary
 - Attend bid opening and prepare bid tabulation
 - Assist City in providing a recommendation to City Council
 - Assist City in preparation of contracts
- **Construction Engineering** – Once the Contract has been awarded, WAI will begin the construction engineering phase of the project. This will include the following services
 - Full-time resident project representative during critical work, and part-time during non-critical phases (4 weeks full-time/1 week part-time).
 - Schedule and attend pre-construction meeting and distribute minutes.
 - Attendance at bi-weekly progress meetings (2 each)
 - All required construction staking
 - All MDOT required materials testing including concrete, aggregates, density, HMA, and anchor bolts
 - Preparation and maintenance of Field Manager and paper files in accordance with MDOT, including but not-limited to shop drawing review, wage rate interviews, IDRs, and material documentation.
 - Preparation of bi-weekly pay estimates
 - Attendance at final inspection and walk-through
 - Project close-out

Section III - Fees

All services described herein would be performed at a **Guaranteed Maximum Fee of \$47,875**. All services would be invoiced on a monthly basis with payment due within 30 days.

Section IV – Schedule

We understand that the City of Portage is proposing to bid the project over the winter with construction to occur in the spring/summer of 2018. Once we have received the formal notice to proceed we would be glad to sit down with the City of Portage to lay out a detailed schedule to meet any specific timeline or critical dates that would need to coincide with the completion date of the adjacent private development.

City of Portage
Ms. Vicki Georgeau, Director of Community Development
June 28, 2017
Page 3

Thank you again for requesting a proposal from our firm for this project. If our proposal is acceptable, please sign and date where indicated below and return one copy of this proposal to us. We look forward to again working with the City of Portage. Should you have any questions or comments or wish to further discuss our proposal, please do not hesitate to call me.

Very truly yours,

WIGHTMAN & ASSOCIATES, INC.



Mickey E. Bittner, P.E., Allegan Office Director
mbittner@wightman-assoc.com

This proposal is approved and accepted by the City of Portage:

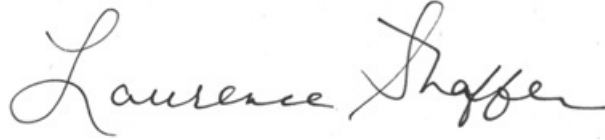
Signature

Date

Printed Name & Title

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Amendment to the Code of Ordinances

SUPPORTING PERSONNEL: Nicholas Arnold, Director of Public Safety - Police / Fire Chief
John Podgorski, Senior Deputy Fire Chief

ACTION RECOMMENDED: That City Council accept for first reading the proposed amendments to the City of Portage Code of Ordinances, Chapter 34, Fire Prevention and Protection, and consider final adoption on August 8, 2017.

The City of Portage currently enforces the 2012 International Fire Code as part of the Code of Ordinances, Chapter 34, Fire Prevention and Protection. Updating to the newer 2015 International Fire Code is recommended and will not have any significant impact to the Portage community.

In an attempt to solicit public input and answer questions pertaining to the recommended Fire Code update, two public open houses were publicized and conducted twice on July 12, 2017. To accommodate citizen schedules, two sessions were provided, one at 2:00 p.m. and another at 6:00 p.m. One citizen was in attendance at the beginning of the 2:00 p.m. session with a brief question on cooking grills, something already regulated under the current fire code. No other citizens with questions pertaining to the Fire Code update attended either session.

Therefore, it is recommended that City Council accept for first reading the proposed amendments to the City of Portage Code of Ordinances, Chapter 34, Fire Prevention and Protection, and consider final adoption on August 8, 2017.

FUNDING: N/A

Attachments:

1. Q&A Fire Code Amendment
2. First Reading International Fire Code Amendment (Sect. 34-61)
3. First Reading International Fire Code Amendment (Sect. 34-62)
4. July 12, 2017 IFC Public Meeting Documents

Questions and answers pertaining to ordinance amendment.

Who utilizes “carbonation systems” in Portage?

Restaurants, the most recent one was Monelli’s on Westnedge. They opted to install the system, even though it was not a requirement at the time. They utilize a bulk carbon dioxide tank stored in the basement. The sensor connects to the fire alarm system and sounds the alarm when it detects a sufficient amount of CO2 in the air. This level is well below the harmful level, but high enough to prevent false alarms.

What will be the cost to implement?

These systems are comprised of a sensor that connects to a monitored alarm panel. They are quite simple and cost effective. As stated, Monelli’s chose to install one, even though it was not required.

When was the last fatality in the US from carbon dioxide release in a restaurant?

While I am not sure if it is the most recent, there was an 80 year old lady that died in a McDonalds from leaking CO2 in 2011. Nine other people were injured in this event. (Link: <https://ehssafetynewsamerica.com/2012/07/05/deaths-injury-incidents-on-the-rise-at-restaurants-using-liquid-co2/>). Another incident occurred in 2005 where two people died from a CO2 leaks in a fast food restaurant. The solution to this issue was to move the connection point to fill the tank. However, monitoring for the presence of CO2 could have prevented all three of these deaths and several injuries, including those to firefighters. These systems are also required by the building code, which references the section in the 2015 IFC.

I thought the City just passed an ordinance that allowed for the lanterns? Why do we want to change that?

Lanterns are not seen as fireworks and therefore the ordinance does not apply to them. The Fire Division has been working to ban their use in the city as they are dangerous and pose a potential hazard to the public. Anytime an open flame is released into the air, this is a hazardous occurrence. There have been several documented cases of these lanterns causing wildfires, building fires, and injuries when they fall from the sky, still on fire, out of control. The addition of a tether allows the operator to retrieve the lantern before in lands in a dangerous place.

The answer to the fire hydrant question is not clear to me. What is the language presently? What does the new language require? How is the change different? What will be the cost for individuals to implement?

The hydrant language currently does not allow a hydrant on an adjacent property to be considered available for a business. This means a business has to add hydrants to satisfy requirements. The Fire Marshal has allowed these hydrants to be used if a cross access agreement is in place. The new code language states this, that if a cross access agreement is in place, these hydrants can be used. There will be zero impact on business owners due to this, only a reaffirmation that the Fire Marshal was interpreting the intent of the code correctly.

**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 amend Section 34-61 of Chapter 34, Fire Code, of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2017, and that the Council will hold a public hearing on the proposed amendments at the Portage City Hall in said City on _____, 2017, 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:

That Section 34-61 of Chapter 34 shall be amended to add the following:

Sec. 34-61. - International Fire Code adopted; file copies.

There is hereby adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion that certain code and standards known as the International Fire Code, 2015 Edition, together with all appendices (hereafter "code"), recommended by the International Code Council, save and except such portions as are deleted, modified or amended by this chapter. Such code is hereby adopted and incorporated as fully as if set out at length herein, and the provisions of such code shall be controlling in the city. At least one printed copy of such code shall be kept available in the office of the city clerk for inspection by and distribution to the public.

Dated: _____

James R. Hudson, City Clerk

Z:\Jody\PORTAGE\ORD\NONZONE\1st Reading International Fire Code Amendment Sec 34-61.060817.doc

**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 amend Section 34-62 of Chapter 34, Fire Code, of the Codified Ordinances of Portage, Michigan, was introduced for first reading at a regular meeting of the City Council held on _____, 2017, and that the Council will hold a public hearing on the proposed amendments at the Portage City Hall in said City on _____, 2017, 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:

That Section 34-62 of Chapter 34 which sets forth amendments to the International Fire Code as adopted by 34-61 of Chapter 34, shall be amended as follows:

Sec. 34-62. - Amendments to International Fire Code.

The International Fire Code, as adopted in section 34-61, shall be changed, modified or amended as follows:

Section 108, Board of Appeals, shall be deleted.

See section 42-51, et seq. of the Portage Code of Ordinances for establishment of a construction board of appeals.

Section 105.6.32, Open Burning, shall be amended as follows:

The exception for recreational fires shall be deleted.

Section 307, Open Burning, shall be amended as follows:

"Open burning." See section 34-92, et seq. of the Portage Code of Ordinances for additional regulation of open burning.

Section 5704.2.9.6.1. Location Where Above-Ground Tanks Are Prohibited.

The limits referred to in this section, as adopted in section 34-61, in which storage of flammable or combustible liquids in outside above-ground tanks is prohibited, are hereby established as follows: Storage is prohibited except in areas zoned industrial.

Section 503.2.5, Dead Ends, and Appendix D, Section D103.4 and Table D 103.4, shall be amended as follows:

In occupancy classification R-3 as defined in section 202, Definitions, a dead end fire apparatus access road (cul-de-sac) of a minimum diameter of 80 feet measured between the backs of the curb is permitted provided a "no parking-fire lane" sign is posted in a visible area around the entire circumference of the bulb of the cul-de-sac. (Table D 103.4 of Appendix D shall incorporate this amendment.)

Section 603.4, Portable Unvented Heaters, shall be amended as follows:

Portable unvented fuel-fired heating appliances shall be prohibited in all occupancies except Group S, Division 2 and Group U occupancies.

Section 901.6.2 Records, shall be amended as follows:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the fire code official using a system as specified by the Fire Code official.

907.6.6 Monitoring, shall be amended as follows:

Fire alarm systems required by this chapter or by the International Building Code shall be monitored by a listed central station as defined in the 2010 Edition of NFPA 72 and all future amendments and editions. A Certificate or Placard shall be issued by a recognized listing organization that has listed the prime contractor for all newly installed fire alarm systems in commercial occupancies in accordance with NFPA 72. This regulation shall apply to all fire alarm systems that are newly installed in commercial occupancies for which permits are required by the City of Portage Department of Community Development on or after June 1, 2016. Any existing fire alarm system in a commercial occupancy wherein the fire alarm control panel and/or alarm system components are to be replaced shall be considered newly installed for the purposes of this section. Also, where there is reasonable cause due to noncompliance or faulty conditions, the fire code official may require an existing fire alarm system meet the same requirements as a newly installed system. Central station service in full compliance with the 2010 Edition of NFPA 72, Chapter 26 and all future editions or amendments, shall be maintained at the protected property, so long as the requirement for the fire alarm system exists.

Dated: _____

James R. Hudson, City Clerk

Name

Time

1.55

1:55

6:20



NEWS RELEASE

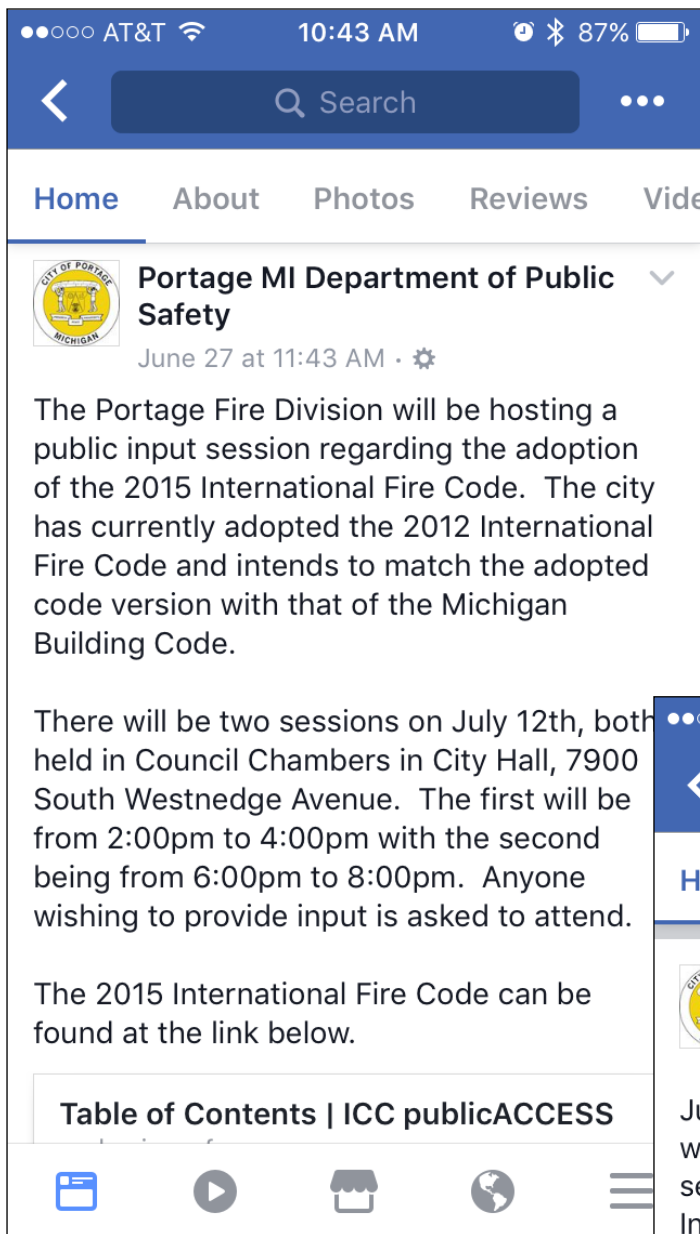
FOR IMMEDIATE RELEASE
June 27, 2017

Contact: Derek Henson, Fire Marshal
Department of Public Safety
269-329-4486

The Portage Department of Public Safety – Fire Division will host a public input session regarding the adoption of the 2015 International Fire Code. The city has currently adopted the 2012 International Fire Code and intends to match the adopted code version with that of the Michigan Building Code. The 2017 International Fire Code can be found at <https://codes.iccsafe.org/public/document/toc/546/>.

Interested citizens are encouraged to attend to provide comments and questions to Public Safety staff. Two sessions will be held on July 12, 2017, in the Council Chambers at City Hall (7900 South Westnedge Avenue) – the first from 2 to 4 p.m. and the second from 6 to 8 p.m. Anyone wishing to provide input is invited to attend.

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TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: FY 2017-18 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 2017-2018 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 2017-2018 contract documents for the provision of human/public services and fair housing services for several agencies per the Community Development Block Grant (CDBG) Program and the General Fund have been finalized. The contracts establish conditions for use of city General Fund and CDBG funding, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2017-2018 Budget, these eleven contracts include:

Entity	Amount	Fund
Portage Community Center	\$38,963	CDBG Program
Portage Community Center	\$85,351	General Fund
Catholic Charities	\$12,100	General Fund
Housing Resources, Inc.	\$21,150	General Fund
YWCA	\$12,029	General Fund
Gryphon Place	\$ 2,700	General Fund
Twelve Baskets	\$ 1,800	General Fund
Lending Hands	\$ 1,700	General Fund
Goodwill Industries	\$ 1,550	General Fund
Kalamazoo Literacy Council	\$ 1,000	General Fund
Fair Housing Center of SW Michigan	\$ 2,000	CDBG Program

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

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

Attachments: 1. Human Public Service Contracts (updated 7/25/2017)

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2017-18**

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, 2017** and shall terminate on **JUNE 30, 2018**. 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 - \$34,463
 - Food and Financial Assistance
 - Clothing Bar
 - Holiday Food Baskets
 2. Transportation Assistance Program - \$3,500
 3. Youth Recreation Scholarship Program - \$1,000

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>
7/1/17 through 9/30/17	10/13/17
10/1/17 through 12/31/17	1/12/18
1/1/18 through 3/31/18	4/13/18
4/1/18 through 6/30/18	7/13/18

Each report shall include the following:

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

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

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

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

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

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

- VII. Payments by city: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the CDBG Fund appropriation of **Thirty Eight Thousand Nine Hundred Sixty Three Dollars (\$38,963.00)**. 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:

Tom Voinaroski, 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:

7/12/13

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2017-2018**

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, 2017** and shall terminate on **JUNE 30, 2018**. 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 (\$85,351): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:
 1. Youth Development: \$36,701
 - 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: \$29,873
 - 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: \$18,777

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 13, 2017, January 12, 2018, April 13, 2018 and July 13, 2018. 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 Five Thousand Three Hundred Fifty One Dollars (\$85,351.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

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

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

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

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

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

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

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

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

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

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

XIII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER

325 East Centre Avenue, Portage, MI 49002

BY:

DATE:

Chris Buckley, Executive Director

BY:

DATE:

Tom Voinaroski, 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:

7/12/17

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
CATHOLIC CHARITIES - THE ARK
FY 2017-18**

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, 2017** and shall terminate on **June 30, 2018** 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 12, 2018 and July 13, 2018.

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 12 and July 13) equal to one-half of the General Fund appropriation of **Twelve Thousand One Hundred Dollars (\$12,100.00)**. 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, ability, race, color or national origin in consideration for an award.

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: CATHOLIC CHARITIES - THE ARK

1819 Gull Road, Kalamazoo, MI 49048

BY:

DATE:

Tim Lieser, Executive Director

BY:

DATE:

Daniel Maley, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 7/12/17

RCB

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
HOUSING RESOURCES, INC.
FY 2017-18**

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, 2017** and shall terminate on **June 30, 2018** 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 12, 2018 and July 13, 2018.
- V. Payments by the city: If HRI has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to HRI twice annually (subsequent to reviewing reports due January 12 and July 13) equal to one-half of the General Fund appropriation of **Twenty One Thousand One Hundred Fifty Dollars (\$21,150.00)**. 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: 7/12/17

RS

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
YWCA OF KALAMAZOO, MICHIGAN
FY 2017-18**

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, 2017** and shall terminate on **June 30, 2018** 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 - \$7,819: 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 - \$4,210: 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 12, 2018 and July 13, 2018.

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 12 and July 13) equal to one-half of the General Fund appropriation of **Twelve Thousand Twenty Nine Dollars (\$12,029.00)**. 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:

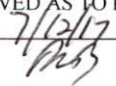
GRANTEE/CONTRACTOR: **YWCA, Inc.**
353 East Michigan Avenue, Kalamazoo, MI 49007

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

BY: _____ **DATE:** _____
Gail Griffin, 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: 7/12/17


**CONTRACT BETWEEN THE CITY OF PORTAGE AND
GRYPHON PLACE
FY 2017-18**

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, 2017** and shall terminate on **June 30, 2018** 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 12, 2018 and July 13, 2018.

- VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 12 and July 13) equal to one-half of the General Fund appropriation of **Two Thousand Seven Hundred Dollars (\$2,700.00)**. 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 Alcalá, Executive Director

BY:

DATE:

Jared Arnold, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 7/12/17 

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**CONTRACT BETWEEN THE CITY OF PORTAGE AND
TWELVE BASKETS
FY 2017-18**

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

WITNESSETH: That Twelve Baskets 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, 2017** and shall terminate on **June 30, 2018** 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: Twelve Baskets agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Provide food items at no charge to local residents in need
 - Provide supportive program services such as clothing, household items and haircuts at no charge to local residents in need

Nothing herein shall be construed as limiting the ability of the Twelve Baskets 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: Twelve Baskets 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. Twelve Baskets 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: Twelve Baskets agrees to provide the city with a Status Report for the term of this Agreement. Twelve Baskets agrees to furnish the city with the following on a biannual basis:
 - 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. Reports are due by January 12, 2018 and July 13, 2018.

- V. Payments by the city: If Twelve Baskets has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payment to Twelve Baskets twice annually (subsequent to reviewing reports due January 12 and July 13) equal to the General Fund appropriation of **One Thousand Eight Hundred Dollars (\$1,800.00)**. Payments shall be made directly to Twelve Baskets. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Twelve Baskets 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 Twelve Baskets in default for breach of the Agreement and hold Twelve Baskets liable.

Any funds remaining in the possession of Twelve Baskets which are traceable to the payments made by the city to Twelve Baskets 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 Twelve Baskets is not again funded in the immediately succeeding program year.

- VI. City not Liable: Twelve Baskets, 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. Twelve Baskets 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 Twelve Baskets under this Agreement shall not be subject to any withholding tax, social security or other purpose, nor shall Twelve Baskets, 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: Twelve Baskets 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 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. Twelve Baskets shall not assign its right to receive any sums herein provided. While Twelve Baskets shall not delegate its responsibility to provide the services listed in Paragraph II above, Twelve Baskets 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 Twelve Baskets alone and nothing in the Agreement shall prohibit or restrict Twelve Baskets 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: TWELVE BASKETS

10332 Portage Road, Portage, MI 49002

BY:

DATE:

William Steger, President, Board of Directors

BY:

DATE:

Carl Wespinter, Vice 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: 7/24/17 *RS*

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
LENDING HANDS OF MICHIGAN, INC.
FY 2017-18**

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, 2017** and shall terminate on **June 30, 2018** as to funds to be provided. All services to be provided by Lending Hands and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: Lending Hands agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Medical equipment loan program to Portage residents.

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

- III. Records: Lending Hands shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. Lending Hands will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.
- IV. Reports: Lending Hands agrees to provide the city with Status Reports for the term of this Agreement. Lending Hands agrees to furnish the city with the following on a biannual basis:
 - a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
 - b. Financial Statements, including:
 - (1) Balance Sheet
 - (2) Statement of revenues, expenditures, and changes in fund balance.
 - c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
 - d. Reports are due by January 12, 2018 and July 13, 2018.

- V. Payments by the city: If Lending Hands has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Lending Hands twice annually (subsequent to reviewing reports due January 12 and July 13) equal to one-half of the General Fund appropriation of **One Thousand Seven Hundred Dollars (\$1,700.00)**. Payments shall be made directly to Lending Hands. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Lending Hands has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Lending Hands in default for breach of the Agreement and hold Lending Hands liable.

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

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

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

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

BY: _____ **DATE:** _____
Donald Ryan, 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: 7/24/17


Lending Hands of Michigan, Inc.

2403 Helen Ave.

Portage, MI 49002

Telephone: 269-567-4381

FAX: 269-567-4381

E-mail: info@lendinghandsmi.org Website: www.lendinghandsmi.org

Media Release

For immediate release:

New Executive Director For Lending Hands

After the announcement that Executive Director, John Hilliard, was going to retire Lending Hands has taken a 4.5 month search for a replacement. Lending Hands is pleased to announce the hiring of a new Executive Director. The new ED is Lucinda M. Stinson, MPA. The position change will take effect on Monday, June 26th. Retiring ED Hilliard will stay on for three months to assist in the transition.

Ms. Stinson has extensive experience in the public sector with many years working in health care systems. She takes charge of a twelve year old non-profit that lends out basic home medical equipment for free for 7 months. Lending Hands serves six counties in Southwest Michigan.

The new Executive Director will supervise a cadre of over 50 volunteers, along with day-to-day operations, fund development, marketing and public relations. Lending Hands has served over 19,000 clients and saved those clients over \$9 Million in out of pocket expenses.

"We feel Lucinda is a good fit for Lending Hands," said Board Chair, Julie VanderNoot. VanderNoot continued by saying, "We expect she will continue our growth as a non-profit organization and continue to move it forward in assisting others in their time of need."

Lending Hands of Michigan is located at 2403 Helen Ave. in Portage and may be contacted at 269-567-4381 or e-mail at info@lendinghandsmi.org.

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**CONTRACT BETWEEN THE CITY OF PORTAGE AND
GOODWILL INDUSTRIES OF SOUTHWESTERN MICHIGAN
FY 2017-18**

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, 2017** and shall terminate on **June 30, 2018** 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 1, 2018.

VI. Payments by the city: If Goodwill has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payment to Goodwill (subsequent to reviewing the report due June 1) equal to the General Fund appropriation of **One Thousand Five Hundred Fifty Dollars (\$1,550.00)**. 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:** _____
Katie McCollum, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

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

APPROVED AS TO FORM

DATE:

rus
7/24/17

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
KALAMAZOO LITERACY COUNCIL
FY 2017-18**

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

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

- I. Term of Contract: The term of this contract shall commence on **July 1, 2017** and shall terminate on **June 30, 2018** as to funds to be provided. All services to be provided by the Kalamazoo Literacy Council and payments made by the city are to be made in accordance with the provisions hereof.
- II. Services to be Provided: The Kalamazoo Literacy Council agrees to provide the following services to those residents in the city who meet established eligibility requirements:
 - Instructional books and supplies to ESL of Southwest MI \$750.00
 - Instructional books and supplies to Community Literacy Center at Prince of Peace Lutheran Church \$250.00

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

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

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

V. Payments by the city: If the Kalamazoo Literacy Council has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the Kalamazoo Literacy Council twice annually (subsequent to reviewing reports due January 12 and July 13) equal to one-half of the General Fund appropriation of **One Thousand Dollars (\$1,000.00)**. Payments shall be made directly to the Kalamazoo Literacy Council. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the Kalamazoo Literacy Council has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the Kalamazoo Literacy Council in default for breach of the Agreement and hold the Kalamazoo Literacy Council liable.

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

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

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

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

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: KALAMAZOO LITERACY COUNCIL

420 E. Alcott St., Kalamazoo, MI 49001

BY:

DATE:

Michael D. Evans, Executive Director

BY:

DATE:

Elizabeth Colson, President, Board of Directors

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

BY:

DATE:

Laurence Shaffer, City Manager

APPROVED AS TO FORM

DATE: 7/2/17
[Signature]

**CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN
FAIR HOUSING SERVICES: CDBG FUND FY 2017-18**

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, 2017** and shall terminate on **JUNE 30, 2018**. 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 2018.
 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 2018. 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 2018.
 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 2018. 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>
7/1/17 through 12/31/17	1/12/18
1/1/18 through 6/30/18	6/30/18

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 low or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

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

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

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

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

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

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

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

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

- XII. Tax Exempt: The Center shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).
- XIII. Insurance: The contractor shall furnish, within ten (10) days, a Certificate of Insurance indicating insurance coverage as listed below. In each case, the city, its employees and its appointed and elected officials, shall be named as an insured party and a certificate of insurance shall be on file in the Personnel/Purchasing Department.
1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
 2. Comprehensive General Liability Insurance: \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
 3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject the Center to the loss of the contract in accordance with the provision of default.
- The Center shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. The Center shall provide the city with a copy of all such policies prior to the city providing The Center with the first payment under the terms of this Agreement.
- XIV. Binding: The obligation of the parties hereto shall bind all their successors and assigns and The Center shall not assign its right to receive any sums herein provided, without prior written approval of the city.
- XV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.
- XVI. Exhibits: Exhibits 1 and 2 are hereby incorporated as part of this Agreement.
- XVII. Non-Discrimination: The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or

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

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

XVIII. Other Terms:

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

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

SIGNED BY:

GRANTEE/CONTRACTOR: THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN

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

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

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

GRANTOR: CITY OF PORTAGE

7900 South Westnedge Avenue, Portage, MI 49002

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

APPROVED AS TO FORM
DATE: 7/12/17
LOS

OMB Circular No. A-122

OMB Circular No. A-110

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Unsafe/Unfit Structure - Raze Order for 1411 West Centre Avenue

SUPPORTING PERSONNEL: Vicki Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council approve an order by the Construction Board of Appeals to raze and remove the single family home, accessory building and junk/debris located at 1411 West Centre Avenue.

In compliance with the Unsafe Structure Ordinance (Article 13-Section 42), a June 8, 2016 Unsafe Structure notice was sent certified mail and posted at the site after a fire damaged a portion of the single family house located at 1411 West Centre Avenue. The notice advised that the property owner had 30 days to initiate action to repair the house or further enforcement action would be pursued. As additional information, the house was also condemned for occupancy by the Kalamazoo County Health and Human Services Department since October 2014 due to methamphetamine contamination.

Due to a lack of progress to repair the house, a September 12, 2016 Construction Board of Appeals Show Cause Hearing was held. At that hearing an order was established requiring that the house be completely secured from casual entry within seven days. In addition, if the house was not decontaminated as required by Kalamazoo County, as well as repaired from the recent fire damage, the matter was to be brought back before the Board in six months as a raze order. Unfortunately, the owner failed to comply with the necessary decontamination and fire damage repair. On June 6, 2017 the Construction Board of Appeals issued an order requiring that the single-family house and accessory building located at 1411 West Centre Avenue be razed and removed from the site within 30 days. If the owner failed to comply, the matter was to be referred to City Council requesting that the City Administration be authorized to raze and remove the house, accessory building and any remaining junk and debris on the site.

Based on the continued unsafe/unfit condition of the house, it is recommended that City Council approve the Construction Board of Appeals order and authorize the City Administration to take the necessary steps to have the house, accessory building and any junk or debris removed from the site.

FUNDING: Estimated cost to raze and remove the house and accessory building is \$12,000, which will be billed to the property owner added as a tax lien against the property if not paid.

Attachments:

1. June 7, 2017 Communication/Findings of Construction Board of Appeals Show Cause Hearing
2. June 6, 2017 Construction Board of Appeals minutes (draft)

3. May 19, 2017 Staff report to Construction Board of Appeals (pictures/map)



COPY

June 7, 2017

Sent Certified and Posted at Site

Terry Derhammer
22588 Michigan Avenue
Three Rivers, MI 49093

Dear Mr. Derhammer:

RE: Findings of Construction Board of Appeals Show Cause Hearing – 1411 West Centre Avenue

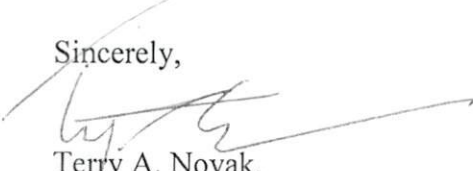
This correspondence is provided to formally advise you of the Construction Board of Appeals Order for the house/property located at 1411 West Centre Avenue.

On June 6, 2017 at 5:00 PM in Conference Room #1, Portage City Hall, the Construction Board of Appeals held a Show Cause Hearing for the house/property located at 1411 West Centre Avenue. At the conclusion of the hearing, an order was established by the Board requiring that the single-family house and accessory building located at 1411 West Centre Avenue be razed and removed from the site within 30-days. Failure to comply with the order will require that the matter be referred to City Council with a recommendation that the city be authorized to raze and remove the house, accessory building and any junk and debris on the site. Any and all costs incurred for such action shall be due and payable as permitted in the City of Portage Unsafe Structure Ordinance.

The decision of the Construction Board of Appeals may be appealed to City Council for review within ten (10) days after the decision of the Board and, after review by Council, may be appealed to the Kalamazoo County Circuit Court within twenty (20) days after the decision of the Council.

If you have any questions, please contact the Division of Building and Housing Services, Department of Development, 329-4477.

Sincerely,



Terry A. Novak,
Deputy Director of Building and Housing Services

cc: Vicki Georgeau, Community Development Director
Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services

T:\COMMDEV\2016-2017 Department Files\Address Files\C\West Centre\2017 06 07 TAN 1411 West Centre Avenue (Show Cause Hearing Results).docx

CITY OF PORTAGE CONSTRUCTION BOARD OF APPEALS

Minutes of Meeting – June 6, 2017

DRAFT

The City of Portage Construction Board of Appeals meeting of June 6, 2017 was called to order at 5:00 PM in Conference Room #1 of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

MEMBERS PRESENT:

Gary Gilchrist; William Leach; Barney Martlew; Lawrence Schmidt; Sheldon Smith and George Theodoru

MEMBERS ABSENT:

Peter Carlson

MEMBERS EXCUSED:

.None

IN ATTENDANCE:

Terry Novak, Deputy Director of Building and Housing Services and Mike Beery Senior Building Inspector

APPROVAL OF MINUTES:

The minutes of September 7, 2016 were approved.

BOARD ACTION:

1411 West Centre Avenue – Show Cause Hearing

Chairman Schmidt opened the hearing. Terry Derhammer, property owner was in attendance. Deputy Director Novak provided information to the Board regarding the matter and presented the staff recommendation that the property owner be required to raze and remove the house and accessory building within 30 days. Deputy Director Novak further advised the Board that although the house had been secured from causal entry as required at the Boards' September 7, 2016 meeting, the house was still condemned by Kalamazoo County due to methamphetamine contamination and that the fire damage that occurred within the house had not been repaired. Chairman Schmidt inquired why the house had not been cleaned and cleared by the County to which Mr. Derhammer answered he did not believe it to actually be contaminated. Mr. Derhammer requested that additional time be provided as he was still trying to sell the property. Discussion ensued regarding the lack of progress since the September 7, 2016 meeting and the need for action.

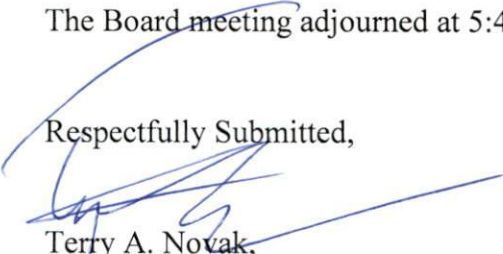
A motion was made by Member Sheldon that the single-family house and accessory building located at 1411 West Centre Avenue be razed and removed from the site within 30-days. Failure to comply with

the order will require that the matter be referred to City Council with a recommendation that the city be authorized to raze and remove the house, accessory building and any junk and debris on the site. Any and all costs incurred for such action shall be due and payable as permitted in the City of Portage Unsafe Structure Ordinance. Member Theodoru seconded the motion and it passed unanimously.

ADJOURNMENT:

The Board meeting adjourned at 5:45 PM

Respectfully Submitted,



Terry A. Novak,
Deputy Director of Building and Housing Services

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TO: Construction Board of Appeals

FROM: Vicki Georgeau, ^{VJ} Director of Community Development

DATE: May 19, 2017

SUBJECT: Show Cause Hearing – 1411 West Centre Avenue

CODE SECTION: Article 13, Section 42-1341 - Unsafe Structures, City of Portage Codified Ordinances

The single family house located at 1411 West Centre Avenue is being brought back before the Construction Board of Appeals in accordance with the order established by the Board at their September 12, 2016 meeting.

On September 12, 2016 at 5:00 PM in Conference Room #1, Portage City Hall, the Construction Board of Appeals held a Show Cause Hearing for the house/property located at 1411 West Centre Avenue. At the conclusion of the hearing, an order was established by the Board requiring that the single-family house located at 1411 West Centre Avenue be completely secured from casual entry within 7-days. The Board further required that if the house was not decontaminated as required by Kalamazoo County due to methamphetamine contamination, and repaired from the recent fire damage, it was to be brought back before the Board in 6-months as a raze order.

In compliance with the Board's Order, the house was secured from casual entry by the property owner. As of this date, however, no action to abate the methamphetamine contamination or repair the fire damage to the house has occurred. As background, the house was condemned for occupancy by the Kalamazoo County Health and Human Services Department in October 2014 due to methamphetamine contamination. Regrettably, the property owner has failed to take the necessary action directed by the Board to return the house to a habitable condition.

It is recommended that the Construction Board order the single-family house located at 1411 West Centre Avenue be razed and removed from the site within 30-days. Failure to comply with the order will result in the matter being referred to City Council with a recommendation that the city be authorized to raze and remove the house, accessory building and any junk and debris on the site. Any and all costs incurred for such action shall be due and payable as permitted in the City of Portage Unsafe Structure Ordinance.

Attachments: Vicinity map of 1411 West Centre Avenue
Notice of Show Cause Hearing Results dated September 13, 2016
Construction Board of Appeals minutes of September 12, 2016
Show Cause Hearing notification dated August 15, 2016
Unsafe structure notifications dated June 8, 2016
Photographs of 1411 West Centre Avenue

T:\COMMDEV\2016-2017 Department Files\Address Files\C\West Centre\2017 05 18 VG 1411 West Centre Avenue (Construction Board Recommendation).docx



September 13, 2016

Sent Certified and Posted at Site

Terry Derhammer
22588 Michigan Avenue
Three Rivers, MI 49093

Dear Mr. Derhammer:

RE: Findings of Construction Board of Appeals Show Cause Hearing – 1411 West Centre Avenue

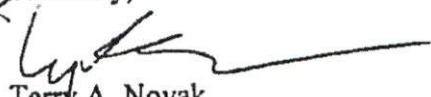
This correspondence is provided to formally advise you of the Construction Board of Appeals Order for the house/property located at 1411 West Centre Avenue.

On September 12, 2016 at 5:00 PM in Conference Room #1, Portage City Hall, the Construction Board of Appeals held a Show Cause Hearing for the house/property located at 1411 West Centre Avenue. At the conclusion of the hearing, an order was established by the Board requiring that the single-family house located at 1411 West Centre Avenue be completely secured from casual entry within 7-days. The Board further required that if the house was not decontaminated as required by Kalamazoo County due to methamphetamine contamination, and repaired from the recent fire damage, it was to be brought back before the Board in 6-months as a raze order.

The decision of the Construction Board of Appeals may be appealed to City Council for review within ten (10) days after the decision of the Board and, after review by Council, may be appealed to the Kalamazoo County Circuit Court within twenty (20) days after the decision of the Council.

If you have any questions, please contact the Division of Building and Housing Services, Department of Development, 329-4477.

Sincerely,



Terry A. Novak,
Deputy Director of Building and Housing Services

cc: Vicki Georgeau, Community Development Director
Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services

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CITY OF PORTAGE CONSTRUCTION BOARD OF APPEALS

Minutes of Meeting – September 12, 2016

The City of Portage Construction Board of Appeals meeting of September 12, 2016 was called to order at 5:00 PM in Conference Room #1 of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

MEMBERS PRESENT:

Peter Carlson; Gary Gilchrist; William Leach; Lawrence Schmidt; Sheldon Smith.

MEMBERS ABSENT:

None

MEMBERS EXCUSED:

Barney Martlew; George Theodoru.

IN ATTENDANCE:

Terry Novak, Deputy Director of Building and Housing Services

APPROVAL OF MINUTES:

The minutes of June 20, 2016 were approved.

BOARD ACTION:

715 West Osterhout Avenue – Show Cause Hearing

Chairman Schmidt opened the hearing. A representative for the property was not in attendance. Deputy Director Novak provided background information on the dilapidated house and the original unsafe structure notice that was transmitted on November 13, 2014. Deputy Director Novak advised that the owner of the property had passed away and Community Development had been working with the new property representative on the redevelopment of the 40-acre parcel. The sale of the property failed, however, and the proposed project was withdrawn. Deputy Director further advised that it was believed that a new sale of the property was pending, however, due to the amount of time that had passed, and the potential for the new sale to also fail, corrective action was necessary for the house. The Board members discussed the continued decline of the condition of the house and the need for action.

A motion was made by Member Leach that the single-family house located at 715 West Osterhout be razed and removed from the site within 30-days. Failure to comply with the order will result in the matter being referred to City Council with a recommendation that the city be authorized to raze and remove the house and any junk and debris on the site. Any and all costs incurred for such action shall

be due and payable as permitted in the City of Portage Unsafe Structure Ordinance. The motion was seconded by Member Smith and passed unanimously.

1411 West Centre Avenue – Show Cause Hearing

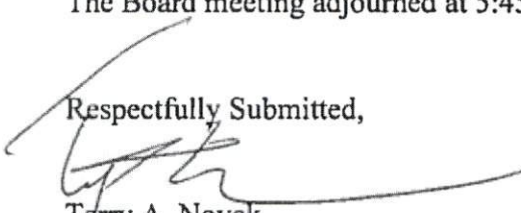
Chairman Schmidt opened the hearing. Terry Derhammer, property owner was in attendance. Deputy Director Novak provided information to the Board regarding the recent fire and history related to the property, including ongoing condemnation by Kalamazoo County Health Department for methamphetamine contamination since 2014. Deputy Director Novak further advised that police records indicate ongoing activity and periodic occupancy of the house. Mr. Derhammer indicated to the Board that he had been in contact with Kalamazoo County regarding the methamphetamine contamination and did not believe it to exist, however, acknowledged that to clear the house for occupancy a private testing firm needed to submit a clearance report. Mr. Derhammer advised that he has been trying to sell the property during the past several months but has not secured a buyer and did not see the value of repairing the house when a purchaser would probably demolish it. Mr. Derhammer also indicated that he had an outstanding mortgage on the property and was currently working with his insurance company. Members of the Board inquired as to the interior condition of the house and the electrical, plumbing and mechanical components. Mr. Derhammer advised that all systems for the house were in functioning condition. Members of the Board indicated that while they understood the situation of the property owner, forthcoming action in the near future was necessary,

A motion was made by Member Smith that the single-family house located at 1411 West Centre Avenue be completely secured from casual entry within 7-days. In addition, if the house was not decontaminated as required by Kalamazoo County due to methamphetamine contamination, and repaired from the recent fire damage, the house is to be brought back before the Board in 6-months as a raze order. The motion was seconded by Member Leach and passed unanimously.

ADJOURNMENT:

The Board meeting adjourned at 5:45 PM

Respectfully Submitted,



Terry A. Novak,
Deputy Director of Building and Housing Services



Department of Community Development

August 15, 2016

Sent Certified Mail and Posted on Site

Terry Derhammer
22588 Michigan Avenue
Three Rivers, MI 49093

Dear Mr. Derhammer:

RE: Notice of Show Cause Hearing – 1411 West Centre Avenue

The house located at 1411 West Centre Avenue has not been made safe in accordance with the provisions of the Codified Ordinances of the City of Portage, Michigan. The current condition of the house, as identified in the June 8, 2016 Unsafe Structure Notice, is unsafe and unfit for human occupancy as defined in Section 42-1341 of the City of Portage Code of Ordinances.

As a result of these continued violations, you are hereby notified that a hearing on the condition of the house at 1411 West Osterhout Avenue will be held before the Construction Board of Appeals at 5:00 P.M. on September 12, 2016. The meeting will be held in Conference Room One of Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan. At this hearing, you will have the opportunity to show cause as to why the house should not be razed or otherwise made safe. The owner and any occupant of the house shall have the right at the hearing to cross-examine witnesses who testify against the owner's and/or occupant's interests and the right to produce witnesses on your own behalf, including the use of pictures, video tapes or other recording devices.

The decision of the Construction Board of Appeals may be appealed to City Council for review within ten (10) days after the decision of the Board and, after review by Council, may be appealed to the Kalamazoo County Circuit Court within twenty (20) days after the decision of the Council.

In addition, you have indicated that you are actively trying to sell the property but will begin work on correcting violations of Chapter 24 (Community Quality) and Chapter 42 (Land Development Regulations) by selling equipment and removing refuse, equipment, and materials on site. Please have these items completed by September 12, 2016 to avoid additional enforcement action in conjunction with the Construction Board of Appeals action.

If you have any questions, please contact the Division of Building and Housing Services, Department of Community Development, 329-4477.

Sincerely,

Vicki Georgeau, AICP
Director

Attachment: Copy of June 8, 2016 Unsafe Structure Notices

cc: Terry A. Novak, Deputy Director of Building and Housing Services
Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services

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7900 South Westnedge Avenue • Portage, Michigan 49002 • (269) 329-4477
www.portagemi.gov

June 8, 2016

Sent Certified Mail and Posted on Site

Terry Derhammer
1411 West Centre Avenue
Portage, MI 49024

Dear Mr. Derhammer:

RE: Unsafe Structure - Notice to Owner/Occupant - 1411 West Centre Avenue

On behalf of the Department of Community Development, I wish to convey condolences regarding the fire that severely damaged the house located at 1411 West Centre Avenue on June 6, 2016. For life-safety purposes, your efforts to repair or remove the fire damaged house from the site as soon as possible is necessary and appreciated.

In the course of the emergency fire response, it was discovered that the house was being illegally occupied. As you are aware, the house was condemned by the Kalamazoo County Health and Community Services Department in 2014 due to methamphetamine contamination. To date, the necessary decontamination for the house has not been completed and the required clearance from the County has not been authorized. In addition, the house does not have required utilities (water, sewer, electrical, etc.) for occupancy purposes.

The City of Portage property maintenance regulations require that properties be maintained/repared in the interests of the neighborhood and to protect the public health, safety and welfare. Please be advised that the current condition of the damaged house is unsafe as defined in Section 42-1341 of the City of Portage Code of Ordinances and cannot be occupied. Please initiate corrective action to either: 1) decontaminate the house as required by Kalamazoo County, repair the fire damage and restore the utilities as required for occupancy; or 2) have the house razed and removed from the site within thirty (30) days to avoid further enforcement action. As additional information, the residential use of the house is a legal non-conforming use. However, per Section 42-133(C)(5) of the zoning code, the use cannot be re-established if it has been abandoned for more than 90 days.

If you have any questions or need further information or assistance in this matter, the Department of Community Development is readily available to assist you and can be contacted at 269-329-4466.

Sincerely,



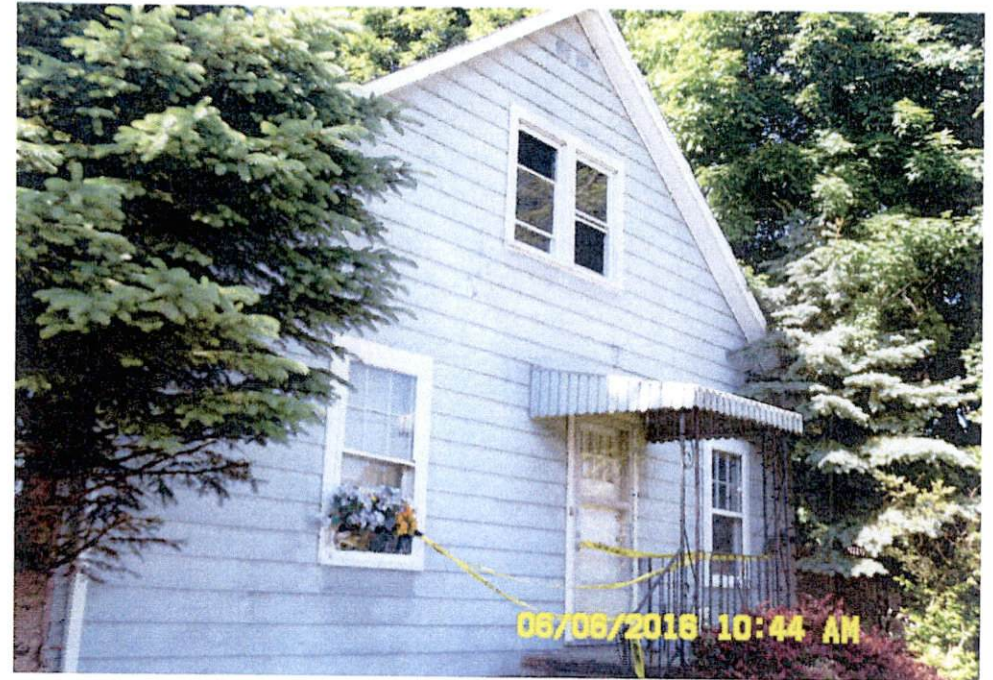
Vicki Georgeau, AICP
Director

C Lucas Pols, Kalamazoo County Environmental Health, 3299 Gull Road, Kalamazoo, MI 49048
Richard White, Public Safety Director
William Furry, Finance Director
Terry A. Novak, Deputy Director of Building and Housing Services

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1411 West Centre (100)





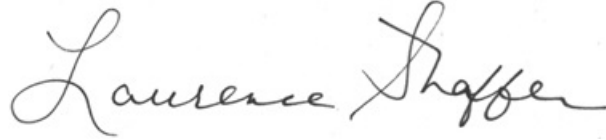
1411 West Centre (102)



1411 West Centre (103)

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Closed Session

SUPPORTING PERSONNEL: James Hudson, City Clerk

ACTION RECOMMENDED: That City Council hold a closed session immediately following the regular meeting to discuss pending litigation and attorney client privileged communications.

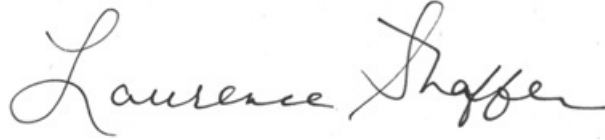
A closed sessions is requested to discuss details regarding a pending litigation matter for the city and attorney client privileged communications.

FUNDING: N/A

Attachments: 1. N/A

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: June Environmental Report

SUPPORTING PERSONNEL: Wm. Roger Buell, Director of Transportation and Utilities

ACTION RECOMMENDED: Information Only

Attached please find the June 2017 Summary Environmental Activity Report from Department of Transportation & Utilities Director, Wm. Roger Buell. New material or material of specific interest to City Council is presented in italics.

City Council has a quality of environment goal to “enhance environmental quality and protect natural resources.” The summary report is intended for informational purposes and to keep the Council, Planning Commission and Environmental Board apprised of current environmental issues.

FUNDING: N/A

Attachments: 1. June Environmental Report

SUMMARY ENVIRONMENTAL ACTIVITY REPORT
June 2017 (*updates in italics*)

<u>Project/Activity</u>	<u>Description</u>	<u>Status</u>
Portage City Landfill	Ongoing groundwater monitoring of former municipal landfill.	Beginning in 1991, South Westnedge Park (landfill) has been monitored for on-site and off-site contamination. On July 23, 2013, City Council approved a three-year contract with American Hydrogeologic Corporation (AHC) to perform annual groundwater sampling. The site groundwater data will continue to be monitored to confirm continuation of the natural attenuation process. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future. Initial groundwater and methane results indicate no off-site impact. <i>AHC has completed their contract.</i>
Site Inspection / Development Project Review	Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed.	Coordination with property owners and City or State agencies ongoing. <i>Review of 6 site/building plan and/or plats completed in June 2017.</i>
Sewer Connection Program	Groundwater protection program requiring residential/business hookup to the sanitary sewer where available.	<i>Sanitary sewer hookup permits issued in June 2017: 5 residential; 1 commercial.</i>
West Lake Management Program	Special assessment district designed to maintain/improve lake conditions. Special emphasis on weed control and non-point source pollution reduction.	Five Year Lake Management Assessment District process was approved by City Council. The West Lake Improvement association has completed a five year plan for a new special assessment district in 2014. Special assessment process for 2015-2019 began on August 26, 2014. Resolution No. 5 completing the assessment was adopted October 21, 2014. The Association elected to use Restorative Lake Sciences, LLC for consulting services in 2015 and to renew the contract with Restorative Lake Science for 2017. Planning is underway for 2017.
Retention Basin Sampling Program (Groundwater Elevation)	Investigation regarding potential impact of retention basins on groundwater levels.	Nova Consultants was awarded a four-year contract by City Council on April 29, 2014 for a four year program to monitor groundwater levels in the city. Monthly sampling at two retention basins continues. Current findings show groundwater levels rising approximately 36" over all

previously recorded levels at Black Forest and were at record levels on the east side of Portage.

No temporary pumping was done in June at Black Forest. Groundwater levels are slowly decreasing from spring's high levels.

Wellhead Protection Program (WHPP) Development of program to protect City well fields and surrounding area from contamination resulting from improper land use.

Current Wellhead Protection was originally approved in 2001. Update of the program has been initiated as part of the Water Reliability Study in conjunction with Fishbeck, Thompson, Carr & Huber update work is complete. Final report preparation was submitted to the Michigan Department of Environmental Quality for review and approval. Letter of approval received from MDEQ on June 15, 2015. Program implementation is ongoing.

Leaf Compost Monitoring Program Monitoring and analysis of groundwater at the new Oakland Drive Leaf Compost site.

City Council awarded contract on August 21, 2001 to Soil & Materials Engineers for monitoring and analysis of groundwater impact of the Oakland Drive compost site. Drilling was completed in October 2001 and first sampling cycle was completed in February 2002. Semi-annual sampling was performed from 2002 to 2008 in June and January. Sampling and analysis results continue to show negligible groundwater impacts from the leaf composting. Sampling schedule was reduced to annual sampling in 2009 with results showing continued minor impact on groundwater quality. No significant change in groundwater impacts. *Sampling will be completed again in June 2017.*

National Pollution Discharge Elimination System (NPDES) Permit Implementation Five year plan to implement the current NPDES stormwater permit.

Received NPDES general permit on August 15, 2001. City staff completed the submission of a Storm Water Pollution Prevention Initiative (SWPPI) as required by NPDES permit. New certificate of coverage permit was issued by MDEQ on September 30, 2009. New permit covers a 5 year timeframe with first work item (updating the Public Participation Plan) completed December 11, 2009. New permit application process announced in November 2014. New permit application was submitted in March 2015. Semi-annual report submitted to MDEQ on December 21, 2015. Program implementation is ongoing.

Kalamazoo River Mainstream Watershed Management Plan

Draft of watershed plan submitted to MDEQ on December 30, 2005. Public participation plan update submitted to MDEQ on November 24,

		2009. Kalamazoo River Watershed council completed a watershed update in November, 2011. No new developments.
	Portage River Watershed Management Plan	Draft watershed plan submitted to MDEQ on December 30, 2005. Interest has been raised by local conservation groups to update the Watershed Plan using grant funds. Grant for watershed update was awarded to Calhoun County Conversation District. No new developments.
	Plan to implement and maintain an Illicit Discharge Elimination Program (IDEP) Storm Sewer Outfall Testing.	On February 19, 2002, City Council approved a new ordinance as required by the NPDES permit titled “Storm Water Illicit Discharges and Connections.” Continued outfall sampling is required by permit and will be budgeted accordingly. On April 29, 2014 City Council awarded a contract to Nova Consultants, Inc., to perform annual investigations of storm outfalls and investigate all outfalls on a four-year cycle. Report submitted to MDEQ as part of the annual report. Follow-up reporting on IDEP procedures submitted on August 25, 2016. <i>Program implementation is ongoing.</i>
Garden Lane Water Treatment Plant	Native Prairie Restoration	Native prairie burn completed in March 2016. Staff assisting the Environmental Board with invasive species control. A native prairie burn will not take place in spring 2017. City staff are working together to implement a management program for future burns. Procedures are being implemented and resources identified so that the fire department will have the ability to administer and control native prairie burns.
Environmental Incident/Spill Clean Up Notification	Environmental Protection Program to assist Portage Police/Fire Departments with spill containment and spill cleanup.	Emergency spill response contract for 2017-18 with Terra Contracting is in process.
Deer Management	Assist the Environmental Board with the impact of the native deer population in the city.	The city has contracted with the Kalamazoo Nature Center to install and monitor deer exclosures. The exclosures were constructed as a local boy scout project and will help assess damage from deer in the areas they are placed. The agreement concerning deer exclosures between the city and the Kalamazoo Nature Centre expiring March 1, 2017 was extended through October 1, 2017. Investigation work in conjunction with the board is ongoing. No new developments.

Identify Environmental Threats	Work with Chair of the Environmental Board to identify and prioritize potential environmental threats within the city.	The Environmental Board has formed two small groups, each tasked with choosing one of the top threats identified in previous workshop meetings and identifying a project that would best address such threats.
Internal Environmental Efforts	Summarize internal city environmental efforts including recycling, building improvements, and hybrid vehicle inclusion.	Environmental efforts in the City of Portage are ongoing. <i>In the month of June, all remaining exterior lighting at the DPS facility were replaced with LED bulbs. Remaining interior lights were upgraded with photo sensors and LED bulb replacements.</i>
Environmental Board	Summarize efforts of the Environmental Board projects.	<i>The board submitted two projects to the City Manager's office in June regarding invasive species and land management practices. City staff are finalizing the scope and cost estimates for these projects prior to submitting to City Council for consideration. The Environmental Board, with the assistance of IT staff, have started a Google Docs group to share general information and city documents in one central location. Articles are now being submitted by board members for the Portager on a regular basis.</i>

Submitted by: Jamie Harmon, Assistant City Engineer

YAC Meeting Minutes: June 16th, 2017

- I. Call to Order
 - a. Meeting called to order at 3:04 pm
- II. Introduction, Attendance
 - a. Name and favorite pizza place
- III. Keep Michigan Beautiful Award Nomination
 - a. Discussion about form and nomination
- IV. Summer Movie
 - a. Friday, August 4th
 - b. Food truck? Yes!
 - c. Flyers/Promotion
- V. Teen Movie Night
 - a. Watching fantastic beasts and where to find them
 - b. Friday, July 14th from 6 to 9pm
 - c. Meet new members, Nerf War and Movie with Pizza
- VI. Youth Summit
 - a. Tuesday, August 22nd from 8:30 am to 1pm
 - b. Who wants to be a leader?
 - c. Breakfast and Lunch provided
- VII. The Sujay Award
 - a. Lindy and Anjana are the winners
- VIII. Who Was That?
 - a. Read descriptions of members
 - b. Guessed who they are
- IX. Comments from YAC
- X. Comments from YAC
 - a. In the future, offer more silly awards to outgoing members
 - b. Increase publicity of the YAC
 - c. Increase people who come to meetings
- XI. Next Meetings
 - a. Tuesday, July 11 at 3:00pm
 - b. Friday, July 14 – Teen Movie Night at the Library
 - c. Friday, August 4 – Community Movie Night

**BOARD OF EDUCATION
REGULAR BUSINESS MEETING MINUTES**

JUNE 26, 2017

The regular business meeting of the Board of Education of the Portage Public Schools held on Monday, June 26, 2017, was called to order at 6:30 p.m. by President Van Antwerp in Conference Room 1 at the Administration Building, 8107 Mustang Drive. He welcomed an audience of 23 people and all in attendance recited the Pledge of Allegiance.

Board Trustees Present: Kurt Droppers, Terri Novaria, Rusty Rathburn, Celeste Shelton-Harris, Randy Van Antwerp and Joanne Willson

Board Trustees Absent: Bo Snyder

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mr. Droppers, seconded by Mr. Rathburn, that the Board of Education approve the agenda as printed.

Motion carried unanimously.

PUBLIC HEARING

President Van Antwerp opened the Public Hearing on the 2017/2018 Fiscal Year Budget. Mrs. Karla Colestock, Finance Director, shared a presentation on the 2017/2018 proposed budget. Trustees thanked Mrs. Colestock and her staff for all their efforts on the budget. President Van Antwerp called for public comment on the Budget.

President Van Antwerp closed the Public Hearing.

REPORTS

Matt's Law Report. Mr. Larry Killips, Assistant Superintendent of Instruction and Assessment, provided a District report on Matt's Law, the process, the 2016/17 bullying data collected by the District and responded to Trustee questions.

Mr. Killips noted it was his honor and privilege to be a Portage Public Schools employee for the past 27 years and he appreciated the Board level support.

Bond Update. Mr. Ron Herron, Assistant Superintendent of Operations, shared drone video footage of the progress at the Northern and Central sites and responded to Trustee questions about timelines, the Huskie Stadium and practice fields.

Superintendent's Report. Superintendent Bielang noted Mr. Michael Huber, Director of Curriculum, has been working with teachers on District Curriculum. The Superintendent explained that over 100 teachers from all content areas K-12 have been focusing on digitizing and creating guaranteed and viable curriculum; transitioning to Michigan Science Standards; and pilot training the high school math textbook. Superintendent Bielang also informed Trustees of an update to the District web site now that

the District purchased its own server. This upgrade should allow a more user friendly site. He thanked Mrs. Michelle Karpinski, Community Relations Manager, and Mr. Dan Vomastek, Director of Information and Technology Systems, for their efforts with this upgrade.

Financial Report: Mrs. Karla Colestock shared the financial report for the eleven month period ending May 31, 2017.

COMMENTS OR COMMUNICATIONS

President Van Antwerp opened the comments and communications portion of the meeting and asked if there were any citizens who would like to speak to the Board. Dr. Shelton-Harris explained guidelines the Board uses for this portion of the meeting.

Mr. Paul Carlson, Portage Rotary Scholarship Chair, noted that while the Portage Rotary is celebrating their 50 year anniversary, they have been supporting Portage students with scholarships for 25 years. Mr. Carlson acknowledged the 2017 Scholarship recipients. President Van Antwerp thanked Mr. Carlson and the Portage Rotary for their support of Portage Public Schools.

A District middle school student spoke in support of middle school Media Specialists.

Mr. Brian Clinard, 517 New Hampshire Dr., a parent, spoke in support of middle school Media Specialists.

Mrs. Lesley Clinard, 517 New Hampshire Dr., a parent, spoke in support of middle school Media Specialists.

President Van Antwerp thanked the speakers for their comments and opened the floor to comments from fellow Board members.

Mrs. Willson shared highlights of the Government Relations Committee meeting pertaining to budgets.

Dr. Shelton-Harris recognized and thanked Mr. Larry Killips for his 27 years of service to the District.

Mr. Rathburn echoed Dr. Shelton-Harris' comments noting the District is losing four highly qualified Administrators and he appreciates all their contributions.

Mrs. Novaria recognized and thanked Mr. Killips and wished him a happy retirement.

President Van Antwerp reminded all Trustees of the Special Meeting on June 27 and received consensus to return the completed evaluation forms at the meeting.

CONSENT AGENDA

President Van Antwerp presented the following Consent Agenda items for approval by the Board of Education: The minutes of the May 22, 2017, Regular Business Meeting; June 12, 2017, Committee of the Whole Work Session Meeting; and June 12, 2017, Closed Session Meeting; Central High School Orchestra Students Trip to Czech Republic and Austria (Approval of the

Central High School Orchestra students trip to Czech Republic and Austria. The trip dates will be June 15-23, 2019.); Northern High School Anime Club Trip to Japan (Approval of the Northern High School Anime Club trip to Japan. The trip dates are set for June 25 – July 4, 2018, and it is recommended that explicit attention be paid to the safety of this region prior to travel by parents, students and staff.); Acceptance of Human Growth and Development Report (Acceptance of the Human Growth and Development [HGD] two-year report.); School Meal Prices 2017/2018 (Set the student meal prices for the 2017/2018 school year as follows based on the pricing equity requirements from the Michigan Department of Education:

	<u>Current 2016/17</u>	<u>Proposed 2017/18</u>
Elementary Breakfast	\$1.35	\$1.35
Elementary Lunch	\$2.25	\$2.35
Ala Carte Entrée	\$2.25	\$2.35
Milk	\$.50	\$.50
Secondary Breakfast	\$1.50	\$1.50
Middle School Lunch	\$2.75	\$2.85
High School Lunch	\$2.75	\$2.85
Premium Secondary Lunch	\$3.00	\$3.10
(Crust & Stuff, Ready Set Deli)		
Ala Carte Entrée	\$2.75/\$3.00	\$2.85/\$3.10);

Recommended Revisions to Governance Policy 2.0, Global Executive Constraint and Policy 2.10, Communication and Support to the Board (Approve the recommended revisions to add “unsafe” to Policy 2.0, Global Executive Constraint; and add point 10.B. “The Superintendent will at least annually provide to the Board a report on safety.” To Policy 2.10, Communication and Support to the Board.); Administrative Contracts (Authorize the Superintendent to issue Administrator contract extensions, not to exceed beyond June 30, 2019, with the additional compensation in the aggregate, as approved by the Board as part of the 2017/2018 budget.); and Operational Policy Revisions (Approve the proposed new, revised and replacement Operational Policies.).

There being no objections, motion carried unanimously.

REQUIRED APPROVAL ITEMS

Motion offered by Mrs. Willson, seconded by Mr. Droppers, that the Board of Education adopt the following Resolutions: Amendment #2 to the 2016/2017 General Fund Budget; Amendment #1 to the 2016/2017 Debt Retirement Fund; Amendment #1 to the 2016/2017 Building and Site Sinking Fund; and Amendment #1 to the 2016/2017 School Service Fund Budget, as presented.

Upon a roll call vote, all Trustees present voted in favor of the motion.

Motion offered by Mrs. Willson, seconded by Dr. Shelton-Harris, that the Board of Education adopt the following 2017/2018 Budget Appropriation Resolutions: the General Fund Budget; the Debt Retirement Fund Budget; the Building and Site Sinking Fund Budget; and the School Service Fund Budget, as presented.

Upon a roll call vote, all Trustees present voted in favor of the motion.

Motion offered by Dr. Shelton-Harris, seconded by Mrs. Novaria, that the Board of Education adopt the Resolution which sets the tax rates for both summer and winter levies, as presented.

Upon a roll call vote, all Trustees present voted in favor of the motion.

Motion offered by Mr. Rathburn, seconded by Mrs. Novaria, that the Board of Education adopt the Resolution to amend the Deferred Compensation/Pay for Performance Plan, as presented.

Upon a roll call vote, all Trustees present voted in favor of the motion.

ACTION ITEM

Motion offered by Mrs. Novaria, seconded by Dr. Shelton-Harris, that the Board of Education adopt the Retiree Proclamation, as presented.

Mrs. Novaria read the Proclamation.

Motion carried unanimously.

There being no further business to come before the Board, the meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Edna Kent
Recording Secretary

**PORTAGE PUBLIC SCHOOLS
GENERAL FUND BUDGET APPROPRIATIONS RESOLUTION
2016/17 AMENDED BUDGET #2**

Be it resolved that this resolution shall be the General Fund appropriations of Portage Public Schools for the fiscal year 2016/17. A resolution to make appropriations; to provide for the expenditures of appropriations; and to provide for the disposition of all revenue received by Portage Public Schools.

Be it further resolved that the total unappropriated fund balance and total revenues to be available for appropriations in the General Fund of Portage Public Schools for fiscal year 2016/17 is as follows:

	<u>Actual 2015/16</u>	<u>Amended Budget #1 2016/17</u>	<u>Amended Budget #2 2016/17</u>
Total Fund Balance, Beginning of Year, July 1	7,932,209	10,183,467	10,183,647
REVENUES:			
Local Sources	24,705,067	24,623,763	24,889,942
State Sources	60,949,472	62,869,579	62,875,841
Federal Sources	980,152	1,141,158	1,166,007
Incoming Transfers and Other Transactions	<u>1,192,151</u>	<u>317,098</u>	<u>466,395</u>
Total Revenues and Other Transactions	<u>87,826,842</u>	<u>88,951,598</u>	<u>89,398,185</u>
Total Available to Appropriate	<u>95,759,051</u>	<u>99,135,065</u>	<u>99,581,832</u>
Be it further resolved that \$89,695,574 of the total available to appropriate is hereby appropriated in the amounts and for the purposes set forth as follows:			
EXPENDITURES:			
Instruction:			
Basic Programs	43,994,622	46,819,206	46,923,956
Added Needs	<u>6,914,299</u>	<u>6,949,606</u>	<u>6,967,392</u>
Total Instruction	<u>50,908,921</u>	<u>53,768,812</u>	<u>53,891,348</u>
Supporting Services:			
Pupil	5,537,775	5,761,176	5,806,602
Instructional Staff	4,220,031	4,798,468	4,730,232
General Administration	606,926	866,679	863,673
School Administration	5,032,974	5,073,015	5,112,364
Business Services	880,191	1,088,304	1,019,380
Operations and Maintenance	7,328,824	7,709,193	7,617,206
Transportation	3,486,207	3,140,119	3,158,586
Central Services	2,930,203	2,576,468	2,493,061
Athletics	<u>1,540,391</u>	<u>1,493,569</u>	<u>1,674,795</u>
Total Supporting Services	<u>31,563,522</u>	<u>32,506,991</u>	<u>32,475,899</u>

For Board of Education Discussion at the June 12, 2017 Meeting; Action at the June 26, 2017 Meeting

PORTAGE PUBLIC SCHOOLS GENERAL FUND BUDGET APPROPRIATIONS RESOLUTION 2016/17 AMENDED BUDGET #2

	<u>Actual 2015/16</u>	<u>Amended Budget #1 2016/17</u>	<u>Amended Budget #2 2016/17</u>
Community Services	<u>2,559,144</u>	<u>2,684,749</u>	<u>2,696,451</u>
Other Financing Use - Debt Service	<u>543,997</u>	<u>632,726</u>	<u>631,876</u>
Total Expenditure Appropriation	<u>85,575,584</u>	<u>89,593,278</u>	<u>89,695,574</u>
Excess (Deficit) of Revenues over Expenditures	<u>2,251,258</u>	<u>(641,680)</u>	<u>(297,389)</u>
Total Fund Balance (Assigned and Unassigned), End of Year, June 30 (Estimate)	<u>\$ 10,183,467</u>	<u>\$ 9,541,787</u>	<u>\$ 9,886,258</u>

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for performance of their responsibilities within the amounts appropriated.

**PORTAGE PUBLIC SCHOOLS
DEBT RETIREMENT FUND APPROPRIATIONS AMENDMENT #1 RESOLUTION 2016/17**

Be it resolved that this shall be the Debt Retirement Fund appropriations for Portage Public Schools for the fiscal year 2016/17. A resolution to make appropriations; to provide for the expenditure or appropriations; and to provide for the disposition of income received by Portage Public Schools.

Be it further resolved, that the total unappropriated fund balance and revenues to be available for appropriations in the Debt Retirement Fund of Portage Public Schools for fiscal year 2016/17 is as follows:

	Actual 2015/16	Adopted 2016/17	Amended 2016/17
BEGINNING FUND BALANCE, JULY 1 (estimate)	\$1,875,663	\$1,413,265	\$1,455,299
REVENUES			
Local Property Taxes (5.30 mills in 15/16 year; 6.85 mills in 16/17 year)	12,171,892	14,745,129	14,869,000
Proceeds from Issuance of 2016 Bonds	86,749,005	-	-
Contribution from 2008 Debt Retirement Fund	2,000,000	-	-
Payment in lieu of Personal Property Taxes-State Sources	102,386	842,744	842,744
Industrial Facilities Tax	118,496	110,000	128,630
Pilot payment in lieu of tax	22,733	3,000	3,000
Other Tax Revenues	4,768	4,100	2,000
Interest Income - Investments	13,564	13,000	16,000
Interest on Delinquent Taxes	13,435	13,000	10,600
TOTAL REVENUES	101,196,279	15,730,973	15,871,974
TOTAL AVAILABLE TO APPROPRIATE	\$103,071,942	\$17,144,238	\$17,327,273
Be it further resolved, that \$15,601,111 of the total available to appropriate is hereby appropriated in the amounts and for the purposes set forth below:			
EXPENDITURES			
Principal Payments	6,010,000	8,325,000	8,325,000
Interest Payments	4,834,855	7,260,111	7,260,111
Contribution to Escrow Fund for Refunding of 2008 Bonds	2,000,000	-	-
2008 Bonds Retired	88,354,855	-	-
Underwriter's Fee & Bond Issuance Costs on 2016 Refunding Bonds	378,867	-	-
Fees	650	1,000	1,000
Tax Refunds	37,416	33,000	15,000
TOTAL EXPENDITURES	101,616,643	15,619,111	15,601,111
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	(420,364)	111,862	270,863
ENDING FUND BALANCE, JUNE 30 (estimate)	\$1,455,299	\$1,525,127	\$1,726,162

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for performance of their responsibilities within the amounts appropriated.

PORTAGE PUBLIC SCHOOLS
BUILDING AND SITE SINKING FUND APPROPRIATIONS AMENDMENT #1 RESOLUTION 2016/17

Be it resolved that this shall be the Building and Site Sinking Fund appropriations for Portage Public Schools for the fiscal year 2016/17. A resolution to make appropriations; to provide for the expenditure of appropriations; and to provide for the disposition of all revenues received by Portage Public Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Building and Site Sinking Fund of Portage Public Schools for fiscal year 2016/17 is as follows:

	SY 2015/16 Actual	SY 2016/17 Adopted	SY 2016/17 Amendment #1
Beginning Fund Balance, July 1 (estimate)	\$ 466,888	\$ 1,255,098	\$ 1,297,801
Revenues			
Tax Levy at .5000 mills for all years	1,148,410	1,077,508	1,077,401
Payment in Lieu of Personal Property Tax from State Sources	-	80,000	80,107
Industrial Facilities Tax	11,179	11,179	11,179
Interest Income	1,988	1,600	2,700
Interest on Delinquent Taxes	1,285	1,300	1,300
Payment in Lieu of Taxes	2,144	1,000	1,000
Collection of Prior Year Taxes	488	500	500
Total Revenues	1,165,464	1,173,087	1,174,187
Total Available to Appropriate	1,632,162	2,428,185	2,471,988

Be it further resolved, that \$890,100 of the total available to appropriate is appropriated in the amounts and for the purposes set forth below:

Expenditures:

Major Projects:

Asphalt Projects:			
NHS Parking Lot Connection	35,288	-	-
Haverhill (Bus loop and North lot)	8,240	100,000	89,000
Moorsbridge Elementary (Receiving Area)	0	40,000	27,850
Major Roofing Projects:			
Northern High School	75,700	-	-
North Middle School	10,000	-	-
Haverhill (partial)	-	80,000	80,000
NHS Handrail Replacement	-	-	90,000
Idaho Land and Building Purchase	-	-	121,000
Moorsbridge Fire Alarm Replacement	40,548	-	3,250
Total Major Projects	169,754	220,000	411,100

On-Going Projects

Roof Repair	8,082	30,000	30,000
Glass	5,991	10,000	10,000
Fencing	-	10,000	10,000
Sidewalk Concrete Repair	21,288	30,000	30,000
Casework	3,674	21,000	21,000
Asbestos Abatement	4,530	10,000	10,000
Asphalt Repair	18,968	32,000	32,000
Toilet Partition Replacement	-	10,000	10,000
Carpet Replacement	21,283	20,000	20,000
District Mechanical	27,755	75,000	110,000
District Electrical	4,229	37,000	37,000
Total On-Going Projects	115,808	285,000	320,000

For Board of Education Discussion at the June 12, 2017 Meeting; Action at the June 26, 2017 Meeting

PORTAGE PUBLIC SCHOOLS
BUILDING AND SITE SINKING FUND APPROPRIATIONS AMENDMENT #1 RESOLUTION 2016/17

	SY 2015/16 Actual	SY 2016/17 Adopted	SY 2016/17 Amendment #1
Exterior Door Replacement			
Various Exterior Doors At All Buildings	-	15,000	20,000
Other Projects:			
Grounds replacement-playgrounds	30,487	35,000	35,000
Windows Amberly Elementary	14,740	-	-
Windows NHS	-	50,000	-
Building Requested Capital Outlay:			
Carpeting		100,000	100,000
Miscellaneous Projects	-	100,000	-
Total Other Projects	45,227	285,000	135,000
Tax refunds	3,562	4,000	4,000
Total Expenditures	334,351	809,000	890,100
Projected (Deficit) Revenues Over Expenditures	831,113	364,087	284,087
Ending Fund Balance, June 30	\$ 1,297,801	\$ 1,619,185	\$ 1,581,888

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for the performance of their responsibilities within the amounts appropriated.

**PORTAGE PUBLIC SCHOOLS
SCHOOL SERVICE FUND APPROPRIATIONS RESOLUTION
AMENDMENT #1 2016/17**

Be it resolved that this shall be the School Service Fund appropriations for Portage Public Schools for the fiscal year 2016/17. A resolution to make appropriations; to provide for the expenditure of appropriations; and to provide for the disposition of income received by Portage Public Schools.

Be it further resolved, that the total unappropriated fund balance and revenues to be available for appropriations in the School Service Fund of Portage Public Schools for the fiscal year 2016/17 is as follows:

	<u>Food Service</u>		<u>Bookstore</u>	
	<u>Adopted</u>	<u>Amendment #1</u>	<u>Adopted</u>	<u>Amendment #1</u>
	<u>2016/17</u>	<u>2016/17</u>	<u>2016/17</u>	<u>2016/17</u>
Beginning Fund Balance, July 1 (Actual)	\$332,689	\$428,170	\$ -	\$ -
REVENUES:				
Local Sources	1,524,700	1,598,844	8,000	6,000
State Sources	203,565	222,593	-	-
Federal Sources	1,276,000	1,300,270	-	-
Total Revenues and Incoming Transfers	<u>3,004,265</u>	<u>3,121,707</u>	<u>8,000</u>	<u>6,000</u>
Total Available for Appropriations	<u>3,336,954</u>	<u>3,549,877</u>	<u>8,000</u>	<u>6,000</u>

Be it further resolved that \$3,084,345 of the Food Service total and \$8,000 of the Bookstore total available to appropriate is hereby appropriated in the amounts and for the purposes set forth as follows:

EXPENDITURES:				
Food Service	2,850,398	2,804,345	-	-
Bookstore	-	-	8,000	6,000
Outgoing Transfer to General Fund for Indirect Costs	180,000	180,000	-	-
Total Expenditures and Outgoing Transfers	<u>3,030,398</u>	<u>3,084,345</u>	<u>8,000</u>	<u>6,000</u>
Ending Fund Balance, June 30 (Estimated)	<u>\$306,556</u>	<u>\$465,532</u>	<u>\$ -</u>	<u>\$ -</u>

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for the performance of their responsibilities within the amounts appropriated.

**PORTAGE PUBLIC SCHOOLS
GENERAL FUND BUDGET APPROPRIATIONS RESOLUTION
2017/18 ADOPTED BUDGET**

Be it resolved that this resolution shall be the General Fund appropriations of Portage Public Schools for the fiscal year 2017/18. A resolution to make appropriations; to provide for the expenditures of appropriations; and to provide for the disposition of all revenue received by Portage Public Schools.

Be it further resolved that the total unappropriated fund balance and total revenues to be available for appropriations in the General Fund of Portage Public Schools for fiscal year 2017/18 is as follows:

	Actual 2015/16	Amended Budget #2 2016/17	Adopted Budget 2017/18
Total Fund Balance, Beginning of Year, July 1	7,932,209	10,183,467	9,886,078
REVENUES:			
Local Sources	24,705,067	24,889,942	25,035,311
State Sources	60,949,472	62,875,841	63,916,230
Federal Sources	980,152	1,166,007	1,009,008
Incoming Transfers and Other Transactions	1,192,151	466,395	394,335
Total Revenues and Other Transactions	87,826,842	89,398,185	90,354,884
Total Available to Appropriate	95,759,051	99,581,652	100,240,962
*In compliance with Section 16 of the Uniform Budgeting and Accounting Act, this includes a tax levy of 17.8182 mills on Non-Homestead property.			
Be it further resolved that \$91,060,885 of the total available to appropriate is hereby appropriated in the amounts and for the purposes set forth as follows:			
EXPENDITURES:			
Instruction:			
Basic Programs	43,994,622	46,923,956	47,753,809
Added Needs	6,914,299	6,967,392	7,278,780
Total Instruction	50,908,921	53,891,348	55,032,589
Supporting Services:			
Pupil	5,537,775	5,806,602	6,509,070
Instructional Staff	4,220,031	4,730,232	4,513,448
General Administration	606,926	863,673	861,277
School Administration	5,032,974	5,112,364	5,033,200
Business Services	880,191	1,019,380	1,118,850
Operations and Maintenance	7,328,824	7,617,206	7,886,889
Transportation	3,486,207	3,158,586	3,110,212
Central Services	2,930,203	2,493,061	2,447,848
Athletics	1,540,391	1,674,795	1,396,629
Total Supporting Services	31,563,522	32,475,899	32,677,423

For Board of Education Discussion at the June 12, 2017 Meeting; Action at the June 26, 2017 Meeting

PORTAGE PUBLIC SCHOOLS GENERAL FUND BUDGET APPROPRIATIONS RESOLUTION 2017/18 ADOPTED BUDGET
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	<u>Actual 2015/16</u>	<u>Amended Budget #2 2016/17</u>	<u>Adopted Budget 2017/18</u>
Community Services	<u>2,559,144</u>	<u>2,696,451</u>	<u>2,726,871</u>
Other Financing Use - Debt Service	<u>543,997</u>	<u>631,876</u>	<u>624,002</u>
Total Expenditure Appropriation	<u>85,575,584</u>	<u>89,695,574</u>	<u>91,060,885</u>
Excess (Deficit) of Revenues over Expenditures	<u>2,251,258</u>	<u>(297,389)</u>	<u>(706,001)</u>
Total Fund Balance (Assigned and Unassigned), End of Year, June 30 (Estimate)	<u>\$ 10,183,467</u>	<u>\$ 9,886,078</u>	<u>\$ 9,180,077</u>

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for performance of their responsibilities within the amounts appropriated. This appropriations resolution will take effect on July 1, 2017.

**PORTAGE PUBLIC SCHOOLS
DEBT RETIREMENT FUND APPROPRIATIONS RESOLUTION 2017/18**

Be it resolved that this shall be the Debt Retirement Fund appropriations for Portage Public Schools for the fiscal year 2017/18. A resolution to make appropriations; to provide for the expenditure or appropriations; and to provide for the disposition of income received by Portage Public Schools.

Be it further resolved, that the total unappropriated fund balance and revenues to be available for appropriations in the Debt Retirement Fund of Portage Public Schools for fiscal year 2017/18 is as follows:

	Actual 2016/16	Amended 2016/17	Adopted 2017/18
BEGINNING FUND BALANCE, JULY 1 (estimate)	\$1,875,663	\$1,455,299	\$1,726,162
REVENUES			
Local Property Taxes (5.3 mills in 15/16 year; 6.85 mills in 16/17 and 17/18 years)	12,171,892	14,869,000	15,090,469
Proceeds from issuance of 2016 Bonds	86,749,005	-	-
Contribution from 2008 Debt Retirement Fund	2,000,000	-	-
Payment in lieu of Personal Property Taxes-State Sources	102,386	842,744	886,922
Industrial Facilities Tax	118,496	128,630	130,000
Pilot payment in lieu of tax	22,733	3,000	3,000
Other Tax Revenues	4,768	2,000	2,000
Interest Income - Investments	13,564	16,000	16,000
Interest on Delinquent Taxes	13,435	10,600	11,000
TOTAL REVENUES	101,196,279	15,871,974	16,139,391
TOTAL AVAILABLE TO APPROPRIATE	\$103,071,942	\$17,327,273	\$17,865,553

*In compliance with Section 16 of the Uniform Budget and Accounting Act, this is a levy of 6.85 mills on all property classifications.

Be it further resolved, that \$16,573,299 of the total available to appropriate is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES			
Principal Payments	6,010,000	8,325,000	9,160,000
Interest Payments	4,834,855	7,260,111	7,396,799
Contribution to Escrow Fund for Refunding of 2008 Bonds	2,000,000	-	-
2008 Bonds Retired	88,354,855	-	-
Underwriter's Fee & Bond Issuance Costs on 2016 Refunding Bonds	378,867	-	-
Fees	650	1,000	1,500
Tax Refunds	37,416	15,000	15,000
TOTAL EXPENDITURES	101,616,643	15,601,111	16,573,299
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	(420,364)	270,863	(433,908)
ENDING FUND BALANCE, JUNE 30 (estimate)	\$1,455,299	\$1,726,162	\$1,292,254

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for performance of their responsibilities within the amounts appropriated. This appropriations resolution will take effect on July 1, 2017.

PORTAGE PUBLIC SCHOOLS
BUILDING AND SITE SINKING FUND APPROPRIATIONS RESOLUTION 2017/18

Be it resolved that this shall be the Building and Site Sinking Fund appropriations for Portage Public Schools for the fiscal year 2017/18. A resolution to make appropriations; to provide for the expenditure of appropriations; and to provide for the disposition of all revenues received by Portage Public Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Building and Site Sinking Fund of Portage Public Schools for fiscal year 2017/18 is as follows:

	SY 2015/16 Actual	SY 2016/17 Amendment #1	SY 2017/18 Adopted
Beginning Fund Balance, July 1 (estimate)	\$ 488,688	\$ 1,297,801	\$ 1,581,888
Revenues			
Tax Levy at .5000 mills for all years	1,148,410	1,077,401	1,098,408
Payment in Lieu of Personal Property Tax from State Sources	-	80,107	91,247
Industrial Facilities Tax	11,179	11,179	11,400
Interest Income	1,998	2,700	2,700
Interest on Delinquent Taxes	1,285	1,300	1,300
Payment in Lieu of Taxes	2,144	1,000	1,000
Collection of Prior Year Taxes	488	500	500
Total Revenues	1,165,464	1,174,187	1,206,556
Total Available to appropriate	1,632,152	2,471,988	2,788,444

*In accordance with section 16 of the Uniform Budgeting and Accounting Act, this is a levy of .5000 mills on all property classifications.

Be it further resolved, that \$803,404 of the total available to appropriate is appropriated in the amounts and for the purposes set forth below:

Expenditures:

Major Projects:

Asphalt Projects:

NHS Parking Lot Connection	35,286	-	-
North Middle School			15,000
Haverhill (Bus loop and North lot)	8,240	89,000	50,000
Moorsbridge Elementary (Receiving Area)	0	27,850	-
Major Roofing Projects:			
Northern High School	75,700	-	-
North Middle School	10,000	-	-
Haverhill (partial)		80,000	-
Bus Garage additional parking/drainage			180,000
Tennis Court Repairs (WMS/NHS/CHS)			85,804
NHS Shop Lighting Project			30,000
NHS Handrail Replacement		90,000	-
Idaho Land and Building Purchase		121,000	-
Moorsbridge Fire Alarm Replacement	40,548	3,250	-

Total Major Projects	189,754	411,100	330,904
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On-Going Projects

Roof Repair	8,082	30,000	31,500
Glass	5,991	10,000	10,500
Fencing	-	10,000	10,500
Sidewalk Concrete Repair	21,298	30,000	31,500
Casework	3,674	21,000	10,500
Asbestos Abatement	4,530	10,000	21,000
Asphalt Repair	18,988	32,000	31,500
Toilet Partition Replacement	-	10,000	10,500
Carpet Replacement	21,283	20,000	15,750
District Mechanical	27,755	110,000	73,600
District Electrical	4,229	37,000	38,750

Total On-Going Projects	115,808	320,000	283,500
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For Board of Education Discussion at the June 12, 2017 Meeting; Action at the June 26, 2017 Meeting

PORTAGE PUBLIC SCHOOLS BUILDING AND SITE SINKING FUND APPROPRIATIONS RESOLUTION 2017/18
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	SY 2015/16 Actual	SY 2016/17 Amendment #1	SY 2017/18 Adopted
Exterior Door Replacement			
Various Exterior Doors At All Buildings	-	20,000	50,000
Other Projects:			
Grounds replacement-playgrounds	30,487	35,000	35,000
Windows Amberly Elementary	14,740	-	-
Windows NHS	-	-	-
Building Requested Capital Outlay:			
Carpeting		100,000	100,000
Total Other Projects	45,227	135,000	135,000
Tax refunds	3,562	4,000	4,000
Total Expenditures	334,351	890,100	803,404
Projected (Deficit) Revenues Over Expenditures	831,113	284,087	403,152
Ending Fund Balance, June 30	\$ 1,297,801	\$ 1,581,888	\$ 1,985,040

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for the performance of their responsibilities within the amounts appropriated. This appropriations resolution will take effect on July 1, 2017.

**PORTAGE PUBLIC SCHOOLS
SCHOOL SERVICE FUND APPROPRIATIONS RESOLUTION
2017/18**

Be it resolved that this shall be the School Service Fund appropriations for Portage Public Schools for the fiscal year 2017/18. A resolution to make appropriations; to provide for the expenditure of appropriations; and to provide for the disposition of income received by Portage Public Schools.

Be it further resolved, that the total unappropriated fund balance and revenues to be available for appropriations in the School Service Fund of Portage Public Schools for the fiscal year 2017/18 is as follows:

	<u>Food Service</u>		<u>Bookstore</u>	
	<u>Amendment #1</u>	<u>Adopted</u>	<u>Amendment #1</u>	<u>Adopted</u>
	<u>2016/17</u>	<u>2017/18</u>	<u>2016/17</u>	<u>2017/18</u>
Beginning Fund Balance, July 1 (Estimate)	\$428,170	\$465,532	\$ -	\$ -
REVENUES:				
Local Sources	1,598,844	1,631,395	6,000	6,000
State Sources	222,593	224,825	-	-
Federal Sources	1,300,270	1,337,764	-	-
Total Revenues and Incoming Transfers	<u>3,121,707</u>	<u>3,193,984</u>	<u>6,000</u>	<u>6,000</u>
Total Available for Appropriations	<u>3,549,877</u>	<u>3,659,516</u>	<u>6,000</u>	<u>6,000</u>

Be it further resolved that \$3,203,699 of the Food Service total and \$6,000 of the Bookstore total available to appropriate is hereby appropriated in the amounts and for the purposes set forth as follows:

EXPENDITURES:				
Food Service	2,904,345	3,003,699	-	-
Bookstore	-	-	6,000	6,000
Outgoing Transfer to General Fund for Indirect Costs	<u>180,000</u>	<u>200,000</u>	<u>-</u>	<u>-</u>
Total Expenditures and Outgoing Transfers	<u>3,084,345</u>	<u>3,203,699</u>	<u>6,000</u>	<u>6,000</u>
Excess (Deficit) of Revenues over Expenditures	37,362	(9,715)	0	0
Ending Fund Balance, June 30 (Estimated)	<u>\$465,532</u>	<u>\$455,817</u>	<u>\$0</u>	<u>\$0</u>

Be it further resolved that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for the performance of their responsibilities within the amounts appropriated. This appropriations resolution will take effect on July 1, 2017.

**RESOLUTION TO SET 2017 TAX RATES
FOR SUMMER AND WINTER TAXES**

Portage Public Schools

Be it resolved that millage rates for the Portage Public School District, Kalamazoo County District #45, be set as follows for the 2017/18 fiscal year, and that the Board of Education President and Secretary be authorized to certify the following rates:

City of Portage

In Mills

	<u>2017 Summer Tax Rate</u>	<u>2017 Winter Tax Rate</u>	<u>Total Rate</u>
Operating (Non-Homestead Only)	17.8182	0	17.8182
Building & Site Sinking	0.5000	0	0.5000
Debt Retirement	<u>6.8500</u>	<u>0</u>	<u>6.8500</u>
 Total School Tax Rate	 <u>25.1682</u>	 <u>0</u>	 <u>25.1682</u>

City of Kalamazoo, Pavilion Township, Texas Township

In Mills

	<u>2017 Summer Tax Rate</u>	<u>2017 Winter Tax Rate</u>	<u>Total Rate</u>
Operating (Non-Homestead Only)	0	17.8182	17.8182
Building & Site Sinking	0	0.5000	0.5000
Debt Retirement	<u>0</u>	<u>6.8500</u>	<u>6.8500</u>
 Total School Tax Rate	 <u>0</u>	 <u>25.1682</u>	 <u>25.1682</u>

**RESOLUTION TO TERMINATE THE
PAY FOR PERFORMANCE BENEFIT UNDER THE
DEFERRED COMPENSATION/PERFORMANCE PAY PLAN**

**PORTAGE PUBLIC SCHOOLS
COUNTY OF KALAMAZOO, MICHIGAN**

Minutes of a Regular Meeting of the Board of Education of Portage Public Schools, County of Kalamazoo, Michigan (the "Board of Education") held in the Board of Education offices in said District on the 26th day of June, 2017 at 6:30 o'clock p.m., prevailing Eastern Time.

PRESENT: Members Kurt Droppers, Terri Novaria, Rusty Rathburn, Celeste Shelton-Harris, Randy Van Antwerp
and Joanne Willson

ABSENT: Members Bo Snyder

The following preamble and resolution were offered by Member Mr. Rathburn and supported by Member Mrs. Novaria:

WHEREAS, Portage Public Schools hereby represents that it is a State or local government or an agency or instrumentality of a State or local government as described in Section 457(e)(1)(A) of the Internal Revenue Code.

WHEREAS, Portage Public Schools sponsors the Deferred Compensation/Performance Pay Plan ("Plan") under Section 457 of the Internal Revenue Code.

WHEREAS, the Plan includes a "performance bonus benefit" of a non-elective employer contribution to the Plan for certain administrative employees based on completion of employment during a Plan year.

WHEREAS, Portage Public Schools has determined that, due to budgetary constraints, it is necessary to eliminate the employer contributions provided under the Plan's "performance bonus benefit" in Article 5 of the Plan after the 2016-2017 school year.

WHEREAS, Portage Public Schools wants to clarify that after all participants have had a severance from employment and all Plan benefits have been completely distributed the Plan shall automatically terminate.

WHEREAS, Portage Public Schools also wishes to amend the Plan to clarify the definition of spouse to include same-sex spouses consistent with the Supreme Court's decisions in *United States v. Windsor* and *Obergefell v. Hodges* effective September 16, 2013 (or June 26, 2013 if the participant lived in a state or other jurisdiction that then recognized same-sex marriage).

BE IT RESOLVED that the Board of Education of Portage Public Schools adopts the attached amendment to the Plan to clarify the definition of spouse to include same-sex spouses effective September 16, 2013 (June 26, 2013, if applicable), eliminate the non-elective employer

contributions to the Plan under the “performance bonus benefit” effective July 1, 2017, and clarify the circumstances under which the Plan will automatically terminate.

AYES: Members Kurt Droppers, Terri Novaria, Rusty Rathburn, Celeste Shelton-Harris, Randy Van Antwerp
and Joanne Willson

NAYS: Members None

RESOLUTION DECLARED ADOPTED.


Secretary, Board of Education

PROCLAMATION RECOGNITION AND COMMENDATION FOR RETIRING EMPLOYEES

WHEREAS, these certified and classified employees have announced their intention to retire from Portage Public Schools, namely,

Mary Daoust
Chuck Haskin
Larry Killips
Mark Root; and

WHEREAS, these retirees have faithfully served and supported the students and staff of this community; and

WHEREAS, these retirees inspired great teaching and learning in classrooms throughout our District; and

WHEREAS, these retirees took phone calls or answered e-mail at all hours of the day, especially during winter snow storms; and

WHEREAS, appropriate recognition of this dedicated and devoted service shall come to the attention of the entire community.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Portage Public Schools takes great pleasure in recognizing the contributions of these four individuals, and expresses its sincere gratitude for their contributions to Portage Public Schools, and further wishes each a healthy, happy and rewarding retirement.

Proclaimed this 26th day of June, 2017
Portage Public Schools Board Of Education

**BOARD OF EDUCATION
SPECIAL MEETING**

June 27, 2017

The special meeting of the Board of Education of the Portage Public Schools held on Tuesday, June 27, 2017, was called to order by President Van Antwerp at 9:00 a.m. in Conference Room 1 at the Administration Building, 8107 Mustang Drive.

Board Trustees Present: Kurt Droppers, Terri Novaria, Rusty Rathburn, Celeste Shelton-Harris, Bo Snyder, Randy Van Antwerp and Joanne Willson

Board Trustees Absent: None

Administration Members Present: Mark Bielang

CLOSED SESSION

Motion offered by Mrs. Willson, seconded by Mr. Snyder, that the Board of Education move into Closed Session for the purpose of discussing periodic personnel evaluations [Section 8(a) of the Open Meetings Act].

Upon a roll call vote, all Trustees present voted in favor of the motion.

The Board moved into closed session at 9:02 a.m.

The Board returned to open session at 10:46 a.m.

POST CLOSED SESSION ACTION

Motion offered by Mr. Rathburn, seconded by Mrs. Novaria, that the Board of Education, after completing the annual evaluation of the Superintendent, rates the Superintendent as Highly Effective.

Motion carried unanimously.

There being no further business to come before the Board, the meeting was adjourned at 10:48 a.m.

Respectfully submitted,

Dr. Celeste Shelton-Harris
Secretary Pro-Tem

TO: Honorable Mayor and City Council

FROM: City Council Community Survey Committee
Mayor Pro Tem Nasim Ansari
Councilmember Richard Ford
Councilmember Claudette Reid

SUBJECT: 2017 Community Survey

ACTION RECOMMENDED: That City Council approve changes to the annual survey document as recommended by the City Council Community Survey Committee and authorize the City Manager to execute all related documents.

The Kercher Center for Social Research at Western Michigan University has conducted the Portage Community Survey since 1986. The survey is a tool utilized by the City Council and City Administration to obtain citizen feedback on the provision of services and to assist in setting future goals and objectives. The Portage Community Survey was last conducted in 2014. On July 8, 2017, the City Council awarded a contract to the Kercher Center for Social Research at Western Michigan University in the amount of \$11,206 to conduct the 2017 Portage Community Survey.

The City Council Community Survey Committee, comprised of Councilmembers Nasim Ansari, Richard Ford and Claudette Reid, met with Dr. David J. Hartmann of the Kercher Center for Social Research at Western Michigan University and City Manager Shaffer to review the 2014 survey document and discuss potential changes to the document. A revised version of the survey instrument was presented to the Council on July 8, 2017 and recommended for approval. Based on comments from the Council, the survey instrument was further revised as shown in the red-line / strike-out attachment.

It is recommended that Council approve changes to the annual survey document as recommended by the City Council Community Survey Committee and authorize the City Manager to execute all related documents. It is expected that the survey will be conducted in both mail and online formats in September 2017, with results available in October or November.

FUNDING: Sufficient funding is budgeted and available in the FY 2017-2018 operating budget.

Attachments: 1. Red-line / strike-out version of the 2017 Community Survey

2014-2017 PORTAGE COMMUNITY SURVEY

Please check the box next to the answer that best represents your opinion or experience. Skip any question you do not want to answer. There is space at the end for comments.

CULTURE & ENVIRONMENT

1. How satisfied are you with the condition of city parks?
 - ☐ Very satisfied
 - ☐ Somewhat satisfied
 - ☐ Neutral
 - ☐ Somewhat dissatisfied
 - ☐ Very dissatisfied
 - ☐ Have not visited/Don't know
2. If you have participated in any of the recreation programs offered by the city (such as softball leagues, Ramona Park Beach, etc.), how satisfied are you with these programs?
 - ☐ Very satisfied
 - ☐ Somewhat satisfied
 - ☐ Neutral
 - ☐ Somewhat dissatisfied
 - ☐ Very dissatisfied
 - ☐ Have not participated/Don't know
3. Do you feel there is a problem with the deer population within the Portage City limits?
 - ☐ Yes (go to Question 4)
 - ☐ No (skip to Question 5)
 - ☐ Don't know
4. If you feel there is a problem with the Deer Population within the Portage City Limits, which of the following identifies your concerns? (Check all that apply.)
 - ☐ Deer / vehicle collisions
 - ☐ Damage to private property (e.g., gardens and landscaping)
 - ☐ Diseases hosted and spread by deer
 - ☐ Other (Please specify)_____
- 3.5. If you have used any of the city bikeways or trailways within the last year, how satisfied are you with the condition of these facilities?
 - ☐ Very satisfied
 - ☐ Somewhat satisfied
 - ☐ Neutral
 - ☐ Somewhat dissatisfied
 - ☐ Very dissatisfied
 - ☐ Have not used/Don't know
6. Would you support the use of public funds to purchase open space from the Michigan Department of Natural Resources with the intention of preserving it as part of the Portage Parks system?
 - ☐ Yes
 - ☐ No
 - ☐ Don't know

7. The user fees received at the Ice Rink at Millennium Park do not completely offset the expenses to operate and maintain the rink. Do you think the city should eliminate public funding for the Ice Rink at Millennium Park?

- ☐ Yes
- ☐ No
- ☐ Don't know

4.8. Do you feel that the city is doing too much, just enough or too little in making ~~cultural~~ arts and entertainment opportunities available in Portage?

- ☐ Too much
- ☐ Just enough
- ☐ Too little
- ☐ Don't know

9. Would you support the use of city resources to support diversity event funding?

- ☐ Yes
- ☐ No
- ☐ Don't know

5.10. If you have city water, is there a problem with the quality of the drinking water?

- ☐ No, it is not a problem
- ☐ Yes, slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem (Please specify ~~what~~) _____

☐ Don't have city water/Don't know

6.11. Have you utilized the Kalamazoo County Household Hazardous Waste Center in the last year?

- ☐ Yes
- ☐ No
- ☐ Don't know

HUMAN SERVICES

The Michigan Legislature passed laws to allow for a pharmaceutical model of Medical Marihuana in the State of Michigan. The state will begin issuing licenses for marihuana dispensaries, growing operations, processing facilities, testing facilities and transportation operations at a level approved by the local municipality, beginning December 15, 2017.

12. Would you support having medical marihuana dispensaries in Portage?

- ☐ No, not at all
- ☐ Yes, at a level adequate to serve City of Portage residents
- ☐ Yes, at a level adequate to serve City of Portage residents and also customers from other communities
- ☐ Not sure / don't know

13. Would you support the growing, processing, testing and transportation of medical marihuana in Portage?

- ☐ No, not at all
- ☐ Yes, at a level adequate to serve City of Portage residents
- ☐ Yes, at a level adequate to serve City of Portage residents and also dispensaries in other communities
- ☐ Not sure / don't know

14. If you have utilized the services offered at the Portage Senior Center, how satisfied are you with these services?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not used/Don't know.

8. Is there a problem with illegal drug use in your neighborhood?

- ☐ No, it is not a problem
- ☐ Yes, slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem
- ☐ Don't know

9. Is there a problem with underage drinking in your neighborhood?

- ☐ No, it is not a problem
- ☐ Yes, slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem
- ☐ Don't know

MUNICIPAL SERVICES

15. If you have utilized the Fall Leaf Pickup Program in the last year, how satisfied are you with the program?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not participated/Don't know

16. If you have utilized the Spring Cleanup Program (household junk collection) in the last year, how satisfied are you with the program?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not participated/Don't know

~~12.~~17. If you have utilized the weekly Curbside Recycling Program in the last year, how satisfied are you with the program?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not participated/Don't know

~~13.~~18. If you have utilized the Curbside Brush Collection Program, how satisfied are you with the program?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not used/Don't know

~~14.~~ If you have utilized the 9-1-1 emergency dispatch services in Portage, how satisfied were you with the service?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not used/Don't know

~~15.~~19. How satisfied are you with the street snow removal?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Don't know

~~16.~~20. How satisfied are you with the condition of the pavement on roads and streets in Portage?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Don't know

17.21. If you have had any direct contact with Portage city employees over the past year, how satisfied were you with the quality of service received from the employee?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied (Please specify why) _____

☐ Have had no contact/Don't know

22. If you have utilized the 9-1-1 emergency dispatch services in Portage, how satisfied were you with the service?

- ☐ Very satisfied
- ☐ Somewhat satisfied
- ☐ Neutral
- ☐ Somewhat dissatisfied
- ☐ Very dissatisfied
- ☐ Have not used/Don't know

18.23. Do you think there is a problem with the level of police protection in Portage?

- ☐ No, it is not a problem
- ☐ Yes, there is a slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem
- ☐ Don't know

19.24. Do you think there is a problem with the level of fire protection in Portage?

- ☐ No, it is not a problem
- ☐ Yes, slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem
- ☐ Don't know

~~20. Due to the state of the economy, the city may need to increase taxes or further reduce services. If it becomes necessary, would you rather the city ...~~

- ~~☐ maintain services and raise taxes?~~
- ~~☐ maintain taxes and further reduce services?~~
- ~~☐ Don't know~~

~~21. If city services must be reduced, which service(s) would you suggest? _____~~

~~22~~25. How do you *currently* obtain information about what is going on in Portage city government? (Check all that apply.)

- ☐ City website
- ☐ *Portager* newsletter
- ☐ Public Media Network (**Cable Access**)
- ☐ Contact with city employees
- ☐ *Kalamazoo Gazette / Portage Gazette*
- ☐ Local television and / or radio
- ☐ Other (please specify): _____
- ☐ None of the above

~~23~~26. What is your *preferred* method of obtaining information about what is going on in Portage city government? (Check all that apply.)

- ☐ City website
- ☐ *Portager* newsletter
- ☐ Public Media Network (~~AT&T U-verse or Charter Cable~~**Cable Access**)
- ☐ Contact with city employees
- ☐ ~~Kalamazoo Gazette / Portage Gazette~~
- ☒ **Online local news outlets (e.g., MLive, WWMT)**
- ☐ Local television and / or radio
- ☐ Social media (e.g., ~~NIXLE~~, Facebook, Twitter)
- ☐ Other (please specify): _____
- ☐ None of the above

~~24~~27. As a source of information about what is going on in Portage city government, how important is the *Portager* newsletter?

- ☐ Very important
- ☐ Somewhat important
- ☐ Not important
- ☐ Don't know

~~25~~28. As a source of information about what is going on in Portage city government, how important is the City of Portage website?

- ☐ Very important
- ☐ Somewhat important
- ☐ Not important
- ☐ Don't know

~~26~~29. Do you think you are getting good services for your city tax dollars?

- ☐ Yes
- ☐ No (Please specify why not) _____
- ☐ Don't know

NEIGHBORHOODS

~~27.~~30. Is there a problem with the condition of neighborhood homes and yards in Portage?

- ☐ No, it is not a problem
- ☐ Yes, slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem (Please specify what) _____

☐ Don't know

~~28.~~31. Has the condition of your neighborhood changed in the last five years?

- ☐ It is better than it was
- ☐ It is about the same
- ☐ It is worse than it was
- ☐ Don't know

32. Is there a problem with illegal drug use in your neighborhood?

- ☐ **No, it is not a problem**
- ☐ **Yes, slight problem**
- ☐ **Yes, moderate problem**
- ☐ **Yes, severe problem**
- ☐ **Don't know**

33. Is there a problem with underage drinking in your neighborhood?

- ☐ **No, it is not a problem**
- ☐ **Yes, slight problem**
- ☐ **Yes, moderate problem**
- ☐ **Yes, severe problem**
- ☐ **Don't know**

TRANSPORTATION

~~29.~~34. Is there a problem with the flow of traffic on South Westnedge Avenue?

- ☐ No, it is not a problem
- ☐ Yes, slight problem
- ☐ Yes, moderate problem
- ☐ Yes, severe problem
- ☐ Don't know

~~30.~~35. Is there a problem with the flow of traffic on any Portage streets other than South Westnedge Avenue?

- ☐ Yes (Please specify streets) _____
- ☐ No
- ☐ Don't know

36. Have you used public transportation in Portage (e.g., Metro Transit, County Connect Demand Service)?

- ☐ **Yes**
- ☐ **No**
- ☐ **Don't know**

POTENTIAL NEW or EXPANDED SERVICES

The City of Portage is interested in gauging support for the following potential new or expanded services. Although detailed proposals specifying levels of cost and service have yet to be developed, the city would like to obtain a level of citizen interest before proceeding.

For each question, please circle the response that best reflects your opinion:

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	No Opinion
31. I would support the creation of a dog park in Portage that would be supported by user fees.	1	2	3	4	5	6
32. I would support the improvement of drinking water quality even if it costs me more in water fees.	1	2	3	4	5	6
33. I would support the expansion of the Portage Senior Center even if it cost me more in taxes or fees.	1	2	3	4	5	6
34.37. I would support the addition of a second household junk collection in the fall even if it cost me more in taxes or fees.	1	2	3	4	5	6
35. I would support the creation of a county-wide consolidated dispatch (9-1-1) center even if it cost me more in taxes or fees.	1	2	3	4	5	6
36. I would support the enhancement of public transportation (Metro Transit) even if it cost me more in taxes or fees.	1	2	3	4	5	6
37. I would support an increase in neighborhood code enforcement even if it cost me more in taxes or fees.	1	2	3	4	5	6
38. In addition to funds pledged by private donors, I would support the use of public funds to establish and maintain a new Senior Center in Portage	1	2	3	4	5	6
39. I would support the creation of a new Senior Center that would also accommodate the needs of non-seniors in the community (Community Center).	1	2	3	4	5	6
40. Non-profit human service agencies in Portage (e.g., Portage Community Center, YMCA, etc.) currently receive support in the form of a set proportion of the city budget. That proportion has been set at .55% of the city budget for more than 20 years. I would support increasing the amount given to human service agencies in Portage.	1	2	3	4	5	6

GENERAL OPINION

~~38~~ 41. In general, what do you feel are the best two features of Portage?

~~39~~ 42. Looking at the next ten years, what do you think is the single most important problem facing Portage?

DEMOGRAPHICS

~~40~~ 43. About how many years have you lived in Portage?

- ☐ Less than 1 year
- ☐ 1 to 4 years
- ☐ 5 to 9 years
- ☐ 10 or more years
- ☐ Don't know

~~41~~ 44. Are you male or female?

- ☐ Male
- ☐ Female

~~42~~ 45. What is your age, please? Are you...

- ☐ 29 years or younger
- ☐ 30-39
- ☐ 40-49
- ☐ 50-54
- ☐ 55-59
- ☐ 60 years or over
- ☐ Don't know

~~43~~ 46. How would you classify your racial or ethnic heritage?

- ☐ White/non-Hispanic
- ☐ Black/African American
- ☐ Alaskan Native, American Indian, Eskimo
- ☐ Asian American or Pacific Islander
- ☐ Hispanic
- ☐ International/non-US resident
- ☐ Multiracial
- ☐ Other (please specify) _____
- ☐ Don't know

44.47. What is the highest level of education you have completed?

- ☐ High school or less
- ☐ Some college/technical school
- ☐ Bachelor's degree
- ☐ Graduate degree
- ☐ Don't know

45.48. Which of the following best describes where you live?

- ☐ Single-family home
- ☐ Mobile home
- ☐ Apartment
- ☐ Condominium
- ☐ Other (please specify) _____
- ☐ Don't know

46.49. Using Centre Avenue and South Westnedge Avenue as dividing streets, do you live in the northwest, northeast, southwest, or southeast portion of Portage?

- ☐ Northwest (Near Crossroads Mall)
- ☐ Northeast (Near the airport)
- ☐ Southwest (Near the state game area)
- ☐ Southeast (Near the lakes)
- ☐ Don't know

47.50. Which of the following categories represents your total family income for the last year before taxes?

- ☐ Less than \$25,000
- ☐ \$25,000 to \$49,999
- ☐ \$50,000 to \$74,999
- ☐ \$75,000 to \$99,999
- ☐ \$100,000 or more
- ☐ Don't know

48. If you have access to the Internet from home, what type of internet service do you have?

- ☐ No internet service
- ☐ Dial-up
- ☐ DSL
- ☐ Satellite
- ☐ Cable
- ☐ Other (Please specify) _____
- ☐ Don't know

49. Do you have conventional land line telephone service or cell phone service in your home?

- ☐ Land line only
- ☐ Both land line and cell phone
- ☐ Cell phone only
- ☐ Don't know

~~50.~~ 51. Please indicate below any other comments, concerns, or suggestions you may have for the City of Portage.

That was the last question! Thank you for your time and assistance. Just put the survey in the postage-paid return envelope and drop it in the mail.

CITY OF PORTAGE

COMMUNICATION

TO: Laurence Shaffer, City Manager

DATE: July 5, 2017

FROM: Meshia Rose, Deputy City Assessor

SUBJECT: June 2017 Department Operations Report

The following information summarizes the operations of the City Assessor's Office during June 2017:

- **Summer Tax Bill Preparation:** Approximately 19,000 Summer Tax billings will be mailed to all taxpayers in July. Assessing staff worked diligently to process ownership and mailing address changes to ensure that the mailing address records are as current as possible. All deeds (property transactions) are received from the Eagle Recorder online program. The documents are immediately processed to ensure that "returned" tax bills are kept to a minimum. Approximately 177 Deed transactions were processed during the month of June along with any corresponding Property Transfer Affidavits and Principle Residence Exemption Affidavits.
- **Michigan Tax Tribunal Appeals:** The city has received a total of nine new 2017 commercial real estate MTT appeals and three small claims residential MTT appeals. We have responded to the appeals with the MTT and will work with the petitioners to determine if the properties are in fact assessed excessively and resolve the matters accordingly. Hearings for small claims are scheduled for August 11, 2017.
- **2017 Sales Ratio Study:** The 2017 Residential Sales Ratio Study (to be used as a basis for establishing 2018 assessments) will be issued to the City of Portage from the Kalamazoo County Equalization Department sometime in November. The cut off date for sales to be used in the 24-month transaction period has been changed by the State Tax Commission to March 31, 2017. The Assessor's Office has been collecting and analyzing property transactions and verifying the details of all sale transactions with either the grantor, grantee, the real estate agent that participated in the closing or with information provided on the Real Property Statement. This information is provided to the Kalamazoo County Equalization Department to ensure that only valid arms-length transactions are included in the ratio study.
- **2018 Assessment Roll Preparation:** In addition to analyzing property sale transactions, staff are also utilizing technology to assist in the process of inspecting 20% of the City's parcels as required by the State Tax Commission. Records pertaining to approximately 244 properties were examined as part of verifying new construction or as part of the re-inspection program during the month of June.

CITY OF PORTAGE

COMMUNICATION

TO: Laurence Shaffer, City Manager

DATE: July 14, 2015

FROM: James R. Hudson, City Clerk

SUBJECT: June Monthly Report

PUBLIC INFORMATION AND CITIZEN ASSISTANCE

Worked with the Youth Advisory Committee (YAC): finalized plans for Teen Movie Night at the Library; reviewed the plans for a movie at Celery Flats partnered with the Breakfast Optimist Club of Kalamazoo; and, selected Lindy Nebiolo and Anjana Krishman as the recipients of the *Sujay Award* given annually to the most dedicated member(s) of YAC.

Assisted Portage Rotary Club in obtaining approvals for their 4th of July fireworks display.

Discussed the Health Management Program and made plans for the 2018-2019 Health Management Program.

Attended the Municipal Clerk Conference in downtown Kalamazoo, June 21 through 23, 2017.

Responded to request(s) from Police Department for copies of Police Reports required during an investigation (reports are on microfilm). Performed research for city departments on a variety of topics.

Coordinated the Freedom of Information Act (FOIA) process and the liquor license procedures for Class C Licenses, processed Solicitor Permits, Secondhand Dealer Permits and transmittal letters for City Departments and the City Attorney.

Updated the "Portage City Clerk" segment of the City of Portage website. Provided Notary Public Service to citizens upon request.

Prepared transmittals for documents, resolutions, FOIA responses and recorded documents for City Departments and the City Attorney. Provided help to citizens for over-the-counter requests including voter information, guidance to appropriate departments and miscellaneous assistance.

CEMETERIES

Processed six (6) grave openings/closings, including the preparation of invoices and Burial Rights Certificates and entry on the BS&A Cemetery Software module. Researched availability of lots for citizens in conjunction with the Department of Public Services and assisted with burials.

PUBLICATIONS

Published public and legal notices in the *Kalamazoo Gazette* and posted notices as necessary for meetings and public hearings.

AGENDA PREPARATION AND FOLLOW-UP

Prepared the City Council Agenda packets for the Regular City Council Meetings, uploaded the agenda packets to Boardsync and distributed them. Prepared the Summary and Minutes of the two Regular City Council Meetings.

Provided follow-up communications, adopted Resolutions and approved Ordinances on items passed by City Council at the June Regular City Council Meetings.

RECORDS

Coordinated the FOIA research and retrieved documents for various departments and assisted with the search and printing of various microfilm documents.

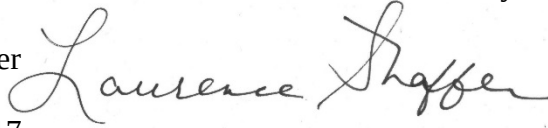
Administered the microfilming, scanning and destruction of documents contract for the city and reviewed recently scanned and microfilmed documents for completeness and accuracy. Implemented of the Michigan State approved citywide revised Document Retention Schedules.

Added approved minutes of City Council meetings to the permanent record and the Document Collection in Clerk's Index as well as Clerk folder on Sharecop for Internet download and filed all contracts for the month.

ELECTION PREPARATION AND FOLLOW-UP

Assisted the Kalamazoo County Clerk with the election audit and the Resolution and Grant Agreement for new election equipment.

Continued processing additions, changes, deletions from the QVF In-Box, and continued process of manually recording QVF changes/updates (addresses, DOB, ID numbers, etc.) on in-house Master Voter Cards and filing, and continued the process of printing Master Cards and ID Cards for all new registrations and changes, as indicated.

TO: Honorable Mayor and City Council**DATE:** July 3, 2017**FROM:** Laurence Shaffer, City Manager**SUBJECT:** Monthly Report – June 2017

The following summarizes some of the activities in which staff of the Office of the City Manager were involved during the month of June 2017.

1. City Council:

- Coordinated and/or prepared agenda and other materials for the following meetings:
 - City Council Regular Meetings on June 13 and 27.
 - Pre-Council meetings on June 12 and 26.
 - Dog Park Ribbon Cutting Ceremony on June 29.

2. Represented the City of Portage in the following activities, among others:

- Met with KCCDA Executive Director Jeff Troyer on June 1 and 2.
- Met with representatives from the South County Fire/EMS Group on June 1.
- Met with new representation from the Crossroads Mall on June 1.
- Met with Environmental Board Chair Bill Beck on June 2 and 16.
- Attended Southwest Michigan First Vice President Jill Bland's 20th Anniversary on June 2.
- Attended a meeting with Pfizer CEO Ian Read on June 6.
- Met with Councilmember Pearson on June 7.
- Met with Paul Selden of Bike Kalamazoo on June 8 and 30.
- Met with Portage Free Methodist Church Pastor Adam Davidson on June 8.
- Attended the KCCDA Board of Directors Meeting on June 8.
- Attended a meeting with City of Kalamazoo representatives on June 8.
- Attended a KCCDA Signatory Officials meeting on June 9.
- Met with Dr. Monifa Jumanne regarding cultural matters on June 9 and 28.
- Hosted a neighborhood meeting with Hill 'An' Brook residents regarding a potential special assessment on June 13.

- Met with Councilmember Randall on June 14 and 27.
- Met with representatives of the Michigan Department of Natural Resources and Trout Unlimited on June 15.
- Met with Kalamazoo County Administrator Tracie Moored on June 15.
- Met with local greenhouse grower Chad Schuring on June 16.
- Met with Mayor Pro Tem Ansari on June 16.
- Met with Kalamazoo County Commission Chair Dale Shugars on June 26.
- Attended the Medical Marijuana Educational Seminar hosted by County Prosecuting Attorney Jeff Getting on June 26.
- Met with former Councilmember Dr. Romeo Phillips and Public Safety Director Nicholas Arnold on June 28.
- Met with a youth event vendor on June 28.
- Met with representatives of AVB on June 29.
- Met with Andy Wenzel of PlazaCorp on June 30.

3. Projects - Completed and Ongoing:

- Continued the transition and design of the new city website through CivicPlus.
- Continued work on new building security and keyless entry projects.
- Finalized PPCOA contract negotiations for contracts that expired June 30, 2016.
- Continued PPOA contract negotiations for contracts that expired June 30, 2016.
- Continued review of city buildings to optimize energy efficiency.
- Continued review of medical marijuana related matters with city legal counsel.
- Continued review various city signage for cataloging and marketing efforts.
- Continued oversight of planning, design and construction for various city projects and developments.
- Consulted with city staff regarding Information Technology projects, as well as current Community Development, Finance, Transportation & Utility and Assessing matters.
- Prepared materials and attended the Historic District Commission monthly meeting on June 7.

4. Public Information and Citizen Assistance:

- Mailed the June *Portager* and coordinated production of the July *Portager* newsletter.
- Continued oversight of the *PortageAlert* system and notifications for those who registered through the portal for updates.
- Coordinated responses to citizen concerns/requests regarding a variety of matters, including blight/tall lawns, construction project statuses, etc.
- Updated and approved changes to the city website and city publications.

- Provided informational packets on Portage to citizens, realtors and businesses, as requested.
- Continued to collect and monitor Citizen Comment Card responses and submissions to the Online Customer Service Survey.
- Continued to collect and monitor SeeClickFix.com citizen concerns and questions, as well as ensure timely responses.

TO: Laurence Shaffer, City Manager**DATE:** July 17, 2017**FROM:** Vicki Georgeau, ^WDirector of Community Development**SUBJECT:** Monthly Customer Service Report for June 2017

Staff performed research, conducted reviews, and developed recommendations and information necessary for the efficient and effective delivery of community planning and development services, construction permitting and neighborhood programs. All areas involved considerable commitment of staff resources necessary to ensure appropriate customer service, the protection of the public health, safety and welfare and the provision of community development programs. These services were provided together with processing and responding to citizen information requests performed on a continuous basis.

PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICESPlanning Commission

June 1, 2017 meeting:

1. Accepted the applicant's request to withdraw Rezoning Application #16/17-5, 7338 Lovers Lane, from further consideration.
2. Convened a public hearing, reviewed, discussed and then approved a Special Land Use Permit for Increasing Life World Ministries, 7548 South Sprinkle Road.

June 15, 2017 meeting:

1. Reviewed, discussed and approved an Alternative Screening Arrangement for Meredith Street Preschool, 5323 Meredith Street.
2. Conducted Election of Officers and approved the following Officers: Wayne Stoffer (Chairman), Raymond Shoup (Vice-Chairman), and Betty Schimmel (Secretary).

June 29, 2017 meeting:

1. Convened a public hearing, reviewed, discussed and then approved a Special Land Use Permit for Car City Auto Sales, 7206 South Westnedge Avenue.
2. Reviewed, discussed and then approved a Site Plan for Car City Auto Sales, 7206 South Westnedge Avenue.

Zoning Board of Appeals

June 12, 2017 meeting:

1. Reviewed, discussed and then approved a variance for Joshua Sortland, 802 Shumway Avenue, to allow an attached garage 5-feet from the west/side property line.

2. Reviewed, discussed and then approved variance for Mark Caley, 9033 West End Drive, to:
a) relocate and modify an existing dwelling from 9103 West End Drive to 9033 West End Drive, that will be situated 7-feet from the north and 5-feet from the south property lines; and
b) construct a 30-foot by 40-foot accessory building on a zoning lot separate from the principal use and concurrent with construction of the dwelling across the street.
3. Reviewed, discussed and then denied a variance for Eric Cleasby, 1030 South Shore Drive, to increase the amount of nonconforming accessory building area that currently exceeds the ground floor area of the principal residence.

Human Services Board

June 1, 2017 meeting:

1. Introduced new Board member Stephanie Upshaw.
2. Reviewed, discussed and then approved an exception for a Housing Rehabilitation Appeal.
3. Received a Kalamazoo Transit Authority LAC Update.
4. Discussed summer meeting and work groups and agreed to forego meetings in July and August.
5. Accepted the resignation of Board member Edward Morgan.

OTHER BOARD ACTIVITIES

- Downtown Development Authority - The Authority did not meet in June 2017.
- Local Development Finance Authority - The Authority did not meet in June 2017.
- Economic Development Corporation/Tax Increment Finance Authority/Brownfield Redevelopment Authority – The Authority did not meet in June 2017.

Citizen Information Requests:

During the month of June 2017, a total of 143 cases/violations were inspected in response to citizen service requests or staff field observations and include: 45 tall grass/weeds; 34 debris/refuse; 19 parking; 12 zoning; 10 inoperable vehicles; 9 building maintenance; 5 signs; 3 property maintenance; 2 building maintenance; 1 housing maintenance; 1 safety, sanitation & health; 1 noise and 1 access.

BUILDING AND HOUSING SERVICES

Construction Board of Appeals:

The Board issued a raze order for 1411 West Centre Avenue at the June 6, 2017 meeting.

Issued permits and conducted required building, electrical, plumbing and mechanical inspections to ensure compliance with local codes/ordinances. The following list shows major permits:

Type of Permit/Application	Number of Permits	Project Valuations
Single-family Detached	4	\$943,884
Single-family Attached	2	\$521,024
Residential Additions, Interior Remodels, Garages, Sheds, etc.	38	\$426,440
Commercial Additions, Interior Remodels, etc.	9	\$3,355,328

Type of Permit/Application	Number of Permits	Project Valuations
Permits Not on Report (i.e., demolition, electrical, plumbing, mechanical, driveway, sign, water use/sewer use, etc.).	164	N/A
Totals	217	\$5,246,676

CDBG Housing Assistance Programs

CDBG PROGRAMS				
Activity	Housing Rehabilitation	Water / Sewer	Emergency Repair	Down Payment Assistance
New Applications	1	0	0	0
Applications Approved	1	0	0	0
Loan Closings	1	0	N/A	0
Monthly Projects Completed	0	0	0	0
Projects Underway	5	0	0	0
FY YTD Projects Completed	8	0	1	0

CITY OF PORTAGE

COMMUNICATION

TO: Laurence Shaffer, City Manager

DATE: July 19, 2017

FROM: William Furry, Director of Finance

wkf

SUBJECT: Monthly Report-June 2017

ACCOUNTING /PAYROLL

- During the month, 1090 invoices for payment were processed. Bi-weekly Accounts Payable payment included 535 paper checks totaling \$2,767,262.18 and 228 automated clearing house (ACH) payments totaling \$1,154,767.57 The count of ACH vendors at the end of the month was 365.
- Analyzed funds, accounts and projects to be inactivated prior to creation of 2017-2018 chart of accounts and budget in BS&A, and inactivated same.
- Continued work on preparing for annual audit and financial statement preparation.
- Finalized the city's cash position and portfolio for fiscal year end.
- Processed 2 payrolls, creating 552 deposit advices and checks for 259 employees, with a total monthly payroll expenditure of \$1,097,836.45.
- Issued quarterly checks to Council members.
- Issued longevity payments to on-call firefighters.
- Issued payments to UAW employees for the successful completion of the 2016-2017 HMP program.
- Issued IAFF union Holiday and Food Bonuses.
- Created and issued manual checks for Shoe Allowance Reimbursement to applicable PPOA employees.
- Calculated retroactive payment for PPCOA members per recently signed contract that was effective 7/1/2016.
- Run year end reports to be used for preparing the accrued leave liability information for the CAFR.
- Updated new fiscal year rate changes for UAW & Fire union employees per respective contracts, to be effective the first pay in July.
- Updated new fiscal year changes to wage allocations per approved budget, to be effective with the July 20th payroll.

TREASURY

- Treasury Supervisor attended conference call meeting with BS&A and Community Development staff regarding updates on getting the Loans module up and running.

- Received and processed request lists from escrow agents advising Treasury of the 2017 summer tax bills they intend to pay. A total of 7,429 parcels were requested by escrow agents.
- Established summer 2017 property tax rates, billing codes and revenue distributions.
- Sent “tax-roll notices” to 234 customers with water/sewer billing delinquencies notifying them that charges would be transferred to the tax roll if not paid by June 30, 2017. This represents seven fewer than were sent at the same time in 2016.
- Generated 868 special assessment notices for the 2017 installment year. Work included verifying outstanding principal balances for selected parcels and other analytical procedures, as well as reviewing property splits for 2017.
- Mailed 24 miscellaneous receivables statements.
- Sent 60 delinquent personal property tax notices (these are mailed quarterly).
- Prepared and issued the following utility billing statements:
 - 5,452 regular quarterly bills (cycle 3). Emailed 350 regular quarterly bills.
 - 167 final bills mailed (all cycles). Emailed 22 final bills.
- Prepared and issued the following utility billing delinquent notices:
 - 532 delinquent notices (cycle 2) – a 15% decrease from June 2016
 - 370 disconnect notices (cycle 2) – a 1% increase from June 2016
 - 54 delinquent notices to customers with inactive services
- Shut-off water service for 35 customers due to non-payment on June 28, 2017.
- Enrolled 36 new accounts in the direct debit payment program for utility billing and set them up for “pre-note” bank account verification.
- Processed 243 requests to initiate or terminate water/sewer services during June 2017.
- During June 2017, staff worked with 102 customers at the Treasury counter to whom receipts were not issued. Treasury staff deals with approximately 5 such customers on average each business day.
- Staff handled 1,071 phone calls during June 2017. During fiscal year 2016/2017, Treasury staff handled a total of 12,544 phone calls, averaging 49 per business day.

FINANCE/BUDGET

- Prepared and emailed the Finance Year-End Deadlines schedule.
- Adopted the Council approved 2017-2018 budget in BS&A software.
- Cashed in maturing investments, analyzed cash position and reinvested called bonds.
- Opened certificates of deposit with Chemical Bank and 1st Source Bank, each paying a favorable rate of approximately 1.50% for 15 and 17 month periods, respectively.
- Prepared monthly investment scorecard, input investment activity and balances into SymPro software and generated monthly SymPro reports for the investment committee. Performed JPMorgan Chase monthly risk analysis. Composed monthly investment report email for the investment committee.
- Continual monitoring of requisitions to ensure compliance with year-end requirements.
- Review of general ledger reports for account categories over budget and related investigations, communications, and adjustments.
- The Deputy Director of Accounting/Budget viewed two webcasts to further learning on the subjects of working effectively with different personality styles and learning the details of an embezzlement of a former transportation director. These two webcasts finalized the

continuing professional education hours needed to maintain her CPA license for the period of July 2015 – June 2017.

- Reviewed and approved accounts payable invoices and invoices with a purchase order prior to payment.
- Prepared and posted various year-end budget amendments.
- Attended meetings and responded to various questions and requests from the City Manager's Office and other departments.
- Attended the introductory MiCIMS (WebEOC) user training for the Michigan Critical Incident Management System class at Fire Station 1.
- Prepared and reviewed employee performance evaluations.
- Viewed the Civic HR Hiring Manager webinar.
- Attended the monthly Public Safety budget meeting.

BENEFITS & COMPENSATION

- Continued to monitor, research, track and implement requirements of the Affordable Care Act (ACA).
- Continued to track city share of health insurance premium limits as provided for by PA-152.
- Calculated health insurance taxes and fees required under the ACA.
- Calculated and approved monthly payments for employee fringe benefit plans (medical, vision, dental, life and long-term disability insurance, flexible spending accounts, pension contributions, etc.).
- Continued to work with Kushner & Company in regard to Flexible Spending Account, COBRA and Medical Reimbursement Account contract renewal.
- Calculated Portage Police Command Officers Association (PPCOA) retroactive pension adjustments per the 2016-2019 labor agreement.
- Continued to administer Defined Benefit Plan, including locating and coordinating benefit payments for terminated vested participants.
- Continued work on restatement of Defined Benefit Plan as required by the IRS.
- Prepared census data for actuarial valuation of Defined Benefit Plan and submitted to Watkins & Ross.
- Prepared benefit and census data for actuarial valuation of Other Post-Employment Benefits (OPEB) Plan and submitted to Watkins & Ross.
- Began preparations for annual Defined Benefit Plan actuarial valuation.
- Administered contractual wage adjustments per applicable labor agreements.
- Administered contractual bonus payments per applicable labor agreements.
- Responded to various employment verifications for employees.
- Prepared and processed union and non-union July 1, 2017 and July 2, 2017 pay increases.

WORKERS' COMPENSATION

- Continued with aggressive case management on a number of work related injury claims. Special attention continues to be directed toward high reserve cases. Focus also directed toward lost-time cases with emphasis placed on returning employees to restricted duty assignments.
- Continued to assist supervisory personnel with employees in restricted duty assignments.
- Provided direction to third party administrator in regard to workers' compensation claims.

- Updated the OSHA 300 Log.

07/10/2017

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 06/30/2017

FUND	DESCRIPTION	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	2016-17 ACTIVITY THRU 06/30/17	Percent of Amended Used
Totals for dept 1001-City Council		118,800	192,358	76,404	40%
Totals for dept 1085-City Council-Human Services		131,941	131,941	100,200	76%
Totals for dept 1501-District Court		67,815	70,595	59,211	84%
Totals for dept 1720-City Manager		549,855	549,855	474,540	86%
Totals for dept 2001-Finance Accounting		437,871	437,871	350,343	80%
Totals for dept 2002-Finance & Budget		327,751	327,751	250,246	76%
Totals for dept 2053-Finance Treasury		171,456	169,097	130,562	77%
Totals for dept 2110-MIS		846,066	849,607	734,623	86%
Totals for dept 2133-MIS Public Information		55,570	55,570	47,945	86%
Totals for dept 2209-Assessor		515,458	515,358	320,706	62%
Totals for dept 2247-Assessor Board Of Review		38,832	38,932	25,256	65%
Totals for dept 2310-Attorney		226,728	226,728	226,524	100%
Totals for dept 2415-City Clerk		143,324	143,324	128,344	90%
Totals for dept 2416-City Clerk Records Management		71,096	73,919	65,628	89%
Totals for dept 2491-City Clerk Elections		245,319	245,319	215,275	88%
Totals for dept 2610-Human Resources		579,766	609,104	405,053	66%
Totals for dept 2733-Purchasing		83,672	83,672	66,682	80%
Totals for dept 2734-Purchasing Risk Management		29,475	29,475	24,244	82%
Totals for dept 2865-Parks Maintenance		1,308,460	1,314,240	1,140,472	87%
Totals for dept 2876-Cemeteries		72,678	72,678	63,878	88%
Totals for dept 2877-Parks & Rec - Parks		592,244	596,559	526,717	88%
Totals for dept 2878-Parks & Rec - Kalamazoo In Bloom		10,000	10,000		0%
Totals for dept 2879-Parks & Rec - Board Activities			8,710	5,370	62%
Totals for dept 2880-Parks & Rec Rec - Admin		184,916	183,240	153,500	84%
Totals for dept 2882-Parks & Rec Rec - Team Sports		57,700	70,877	53,185	75%
Totals for dept 2885-Parks & Rec - Programs		9,040	9,040	1,672	18%
Totals for dept 2886-Parks & Rec Rec - Ramona Park		93,579	93,579	57,911	62%
Totals for dept 2887-Parks & Rec Rec - Special Events		33,500	34,800	28,162	81%
Totals for dept 2888-Parks & Rec - Ice Rink		123,282	121,282	97,679	81%
Totals for dept 3005-Police Administration		854,219	849,719	742,075	87%
Totals for dept 3006-Police Youth Services		496,721	503,459	449,157	89%
Totals for dept 3007-Police Investigation		669,574	673,724	680,673	101%

Totals for dept 3010-Police Patrol	5,341,925	5,359,139	4,508,996	84%
Totals for dept 3020-Police Training	115,037	119,537	118,601	99%
Totals for dept 3021-Police Training-Grant Funded	8,000	8,000	7,624	95%
Totals for dept 3030-Police Public Safety Dispatch/ts	1,005,424	1,005,424	872,681	87%
Totals for dept 3031-Police Emergency Sirens	9,376	9,376	1,829	20%
Totals for dept 3035-Police 911 Cmrs PSAP	207,170	207,170	177,862	86%
Totals for dept 3040-Police Records & PST	438,914	438,914	392,234	89%
Totals for dept 3050-Police Drug Law Enforcement	311,809	311,809	286,633	92%
Totals for dept 3065-Police Facility Management	76,900	95,951	85,159	89%
Totals for dept 3310-Fire Admin	695,868	748,989	678,420	91%
Totals for dept 3320-Fire Operations	3,940,801	3,951,212	3,556,097	90%
Totals for dept 3330-Fire On Call Firefighters	136,790	136,790	65,493	48%
Totals for dept 3331-Fire Emergency Operations	7,570	7,570	1,842	24%
Totals for dept 3340-Fire Prevention	149,599	149,599	127,940	86%
Totals for dept 3350-Fire Training	185,028	187,928	134,295	71%
Totals for dept 3365-Fire Facility Management	77,550	81,534	80,822	99%
Totals for dept 3710-Comm Dev Building Services	453,988	454,343	390,699	86%
Totals for dept 3720-Comm Dev Planning & Development	301,246	307,546	267,228	87%
Totals for dept 3730-Comm Dev Neighborhood Services	240,598	243,598	213,331	88%
Totals for dept 3765-Comm Dev Building Maintenance	249,459	252,372	197,287	78%
Totals for dept 4210-General Public Services	519,400	519,400	462,618	89%
Totals for dept 6720-Senior Center	336,339	307,718	292,614	95%
Totals for dept 6721-Senior Center Trips	232,889	309,889	227,261	73%
Totals for dept 6725-Aging Mastery Program		7,110	6,753	95%
Totals for dept 9610-Transfers Out	913,000	913,000	913,000	100%
TOTAL GENERAL FUND	25,101,388	25,426,301	21,769,556	86%

07/10/2017

BUDGET REPORT FOR CITY OF PORTAGE
Calculations as of 06/30/2017

FUND	DESCRIPTION	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	2016-17 ACTIVITY THRU 06/30/17	Percent of Amended Used
202	Major Street Fund	3,409,832	3,549,006	3,229,139	91%
203	Local Streets Fund	1,303,231	1,361,691	1,250,220	92%
204	Municipal Streets Fund	1,580,420	1,580,420	1,580,420	100%
223	Curbside Recycling Fund	651,844	656,844	610,717	93%
226	Leaf Pickup / Spring Cleanup Fund	722,404	723,904	516,026	71%
230	CDBG Program Income Fund	150,000	150,000	33,364	22%
252	West Lake Weed Mgt	40,000	40,000	17,000	43%
296	Community Development Block Grant	229,877	337,070	284,278	84%
298	Cable Television Fund	1,018,179	1,052,707	681,285	65%
400	CIP General	13,426,000	17,961,605	12,700,235	71%
490	Sewer CIP	1,710,000	3,186,307	601,064	19%
491	Water CIP	2,060,000	4,979,074	107,075	2%
590	Sewer Fund	8,023,912	8,182,094	6,279,665	77%
591	Water Fund	5,140,886	5,394,789	3,116,888	58%
APPROPRIATIONS - ALL FUNDS		64,567,973	74,581,812	52,776,932	71%

TO: Laurence Shaffer, City Manager**DATE:** July 17, 2017**FROM:** Shannon Hertz, Director Human Resources **SUBJECT:** Human Resources Department Monthly Report – June 2017

RECRUITING

The following positions were filled in June:

- Ramona Park Waterfront Senior Lifeguards (1)
- Director of Transportation and Utilities
- Seasonal Laborer Crew Leader (PT)
- Community Development Administrative Assistant (Temporary)
- SEPA for Summer Sports Sampler

The following positions are open and/or recruitment efforts are ongoing:

- On-Call Firefighters
- Police Officer (1 PT) (Candidates tested)
- Police Officer (2 FT) (Candidates in background)
- Radio Operators/Dispatch (2) (3 candidates in background)

Employment applications, assessments and recruitment activities:

119	Applications processed and screened
37	In person and phone interviews conducted
79	Testing and other assessments conducted on individuals
0	Career fairs attended

SAFETY, TRAINING AND DEVELOPMENT

June activities to promote the education, development, training and safety of employees included the following:

- Randomly tested 4 participants for the drug testing program
- Conducted on-boarding for 4 new/returning employees
- Attended 1 department-specific Safety meeting
- Attended 2 meetings regarding new software and training
- Attended training on Badge system and designed new badge layouts
- Conducted 4 park audits for ADA compliance and safety

HEALTH MANAGEMENT PROGRAM

- Continued to administer Health Management Program (HMP) for Department Head, Non-Union, PPCOA, PPOA and UAW employee groups.
- Conducted final planned event for the 2016/2017 plan year – Where's Shannon.
- Began processing HMP incentives for the PPCOA, PPOA and DH/NU
- Began planning for the 2017/2018 HMP plan year.

BENEFITS

- Provided benefit consultation to employees terminating, retiring and beginning employment.
- Assisted employees and retirees with various benefit matters, including claim resolution and dependent eligibility.
- Processed benefit changes as necessary, including calculation and submission of payroll deductions.
- Issued retiree health insurance invoices to 6 retirees and 2 unions.
- Monitored Flexible Spending Account (FSA) reimbursements processed by Kushner & Company for 29 participants for the 2017-2018 plan year.
- Performed administrative requirements to meet legal compliance in regard to the Family Medical Leave Act (FMLA). Processed 23 notifications for employees.
- Performed administrative requirements to meet legal compliance in regards to the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 1 COBRA participants.
- Documented and monitored sick leave usage.

ELECTIONS

- Nothing at this time.

CITY OF PORTAGE**COMMUNICATION**

TO: Laurence Shaffer, City Manager**DATE:** July 12, 2017**FROM:** Kathleen Hoyle, Director of Parks, Recreation and Senior Citizen Services**SUBJECT:** Monthly Operations Report for June 2017**PARKS & RECREATION:****PARK RESERVATIONS**

Amphitheatre	0	\$0
Gazebo	0	\$0
Grain Elevator	8	\$1,735
Hayloft	6	\$2,840
Lakeview #1	9	\$950
Lakeview #2	7	\$770
Lakeview Softball	15	\$199.80
Ramona #1	9	\$870
Ramona #2	6	\$660
Ramona Softball #1	2	\$30
Ramona Softball #2	1	\$15
Ramona Soccer North	8	\$105.60
Ramona Soccer #5	0	\$0
Ramona Soccer #6	0	\$0
Ramona Football #1	0	\$0
Ramona Football #2	0	\$0
Ramona Football #3	0	\$0
Ramona Football #4	0	\$0
Schrier Park	9	\$2,440
Schrier Park Pavilion	1	\$110
Schoolhouse	0	\$0
Stuart Manor	6	\$1,210
South Westnedge #1	0	\$0
South Westnedge #2	0	\$0
South Westnedge #3	0	\$0
South Westnedge #4	0	\$0
South Westnedge #5	0	\$0
South Westnedge #6	0	\$0
Westfield	4	\$440
Westfield Softball	0	\$0
TOTAL	91	\$12,375.40

EVENTS

Alan Turner Concert	138 Participants
Kidney Walk	231 Participants
Epilepsy Walk	111 Participants
Free Parks Day	550 Participants
Dog Park Grand Opening	8 Small Dogs – 12 People Large Dogs – People

Ramona Park Attendance

Resident Daily	770
Resident Annuals	271
Non Resident Daily	659
Non Resident Annuals	77

Active Net Software

Online Activity Registration	35
Walk In Activity Registration	14

SENIOR CITIZEN SERVICES:

ATTENDANCE AND ACTIVITIES

Activity Type	Duplicated	Unduplicated
Events	2579	761
Rides	24	6
Volunteers	267	117
Trips	318	250
Total Seniors Served	3188	909
Average served per day	112	

MEMBERSHIP STATISTICS

Total Active Memberships	Membership Renewals	New Memberships
1,395	129	38

Age Range	Count	Percent
Ages 55-59	21	2.3
Ages 60-64	47	5.2
Ages 65-69	119	13.1
Ages 70-74	180	19.8
Ages 75-79	160	17.6
Ages 80-84	133	14.6
Ages Below 55	35	3.9
Ages Over 85	123	14
Age Unknown	91	9.5
Totals	909	100

City/Town	Count	Percent
In Town	596	65.5
Out of Town	313	34.4
Totals	909	100

Ethnicity	Count	Percent
African American	10	1.1
Asian American	6	.7
Caucasian	691	76
Hispanic	3	.3
Native American	1	.1
Unknown	191	21
Totals	909	100

Gender	Count	Percent
Female	664	73
Male	245	27
Totals	909	100

VOLUNTEERISM

Volunteer Service Type	Hours	Pay Equivalent	Duplicated	Unduplicated
Board Member	18.25	397.62	13	11
Club/Group Support	1352.50	29470.96	1282	80
Events/Programs	19	414.	12	8
Instructor	31	675.49	4	2
Transportation	57.50	1252.93	14	6
Travel	213.02	4641.64	27	9
Totals	1711.52	37293.85	267	117

TRAVEL PROGRAM

Category	Duplicated	Unduplicated
Day Trips	301	235
Extended Trips	17	17
Totals	318	250

FUNDRAISING

Income for the month of June was \$40,291 and includes Friend of the PSC support, transportation donations, fundraising, and memberships.

OTHER SENIOR CENTER HIGHLIGHTS

- PSC staff participated in “Boomer Bash,” an expo for older adults held in Allegan. PSC Manager Kim Phillips presented on “Benefits of Group Travel” and “Making Connections after 50.”
- Portage Senior Center screened documentary “Age of Love,” which follows seniors through a speed dating process at Celebration Cinema Crossroads on June 5. Over 265 individuals were in attendance.

- PSC Manager Kim Phillips and Program Coordinator, Dawn Shilts, attended the National Institute of Senior Center conference June 13-16. They presented a workshop entitled “Radical Hospitality: Creating a Welcoming Inclusive Environment.”
- Quarterly New Member “Meet & Eat” was held on Thursday, June 8 with 18 attending.
- A Barbershop Quartet, “The Four Flats” performed at a luncheon on June 19 and the Evening Meal on June 21.
- June was a busy month for the PSC Trip Program with 170 people participating in five different day trips.
- Author Teresa Irish, author of “A Thousand Letters Home,” gave two presentations at the Senior Center on Thursday, June 22. Almost 100 people attended between the two sessions.
- 23 people attended the “Coffee with a Cop” event.
- PSC Member Gloria Padilla-Carlson presented a “Cuba Travelogue” based on her recent travels. Over 28 attended.

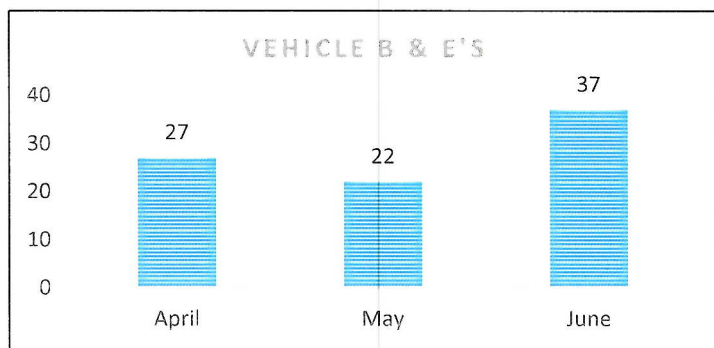
TO: Laurence Shaffer, City Manager

DATE: July 17, 2017

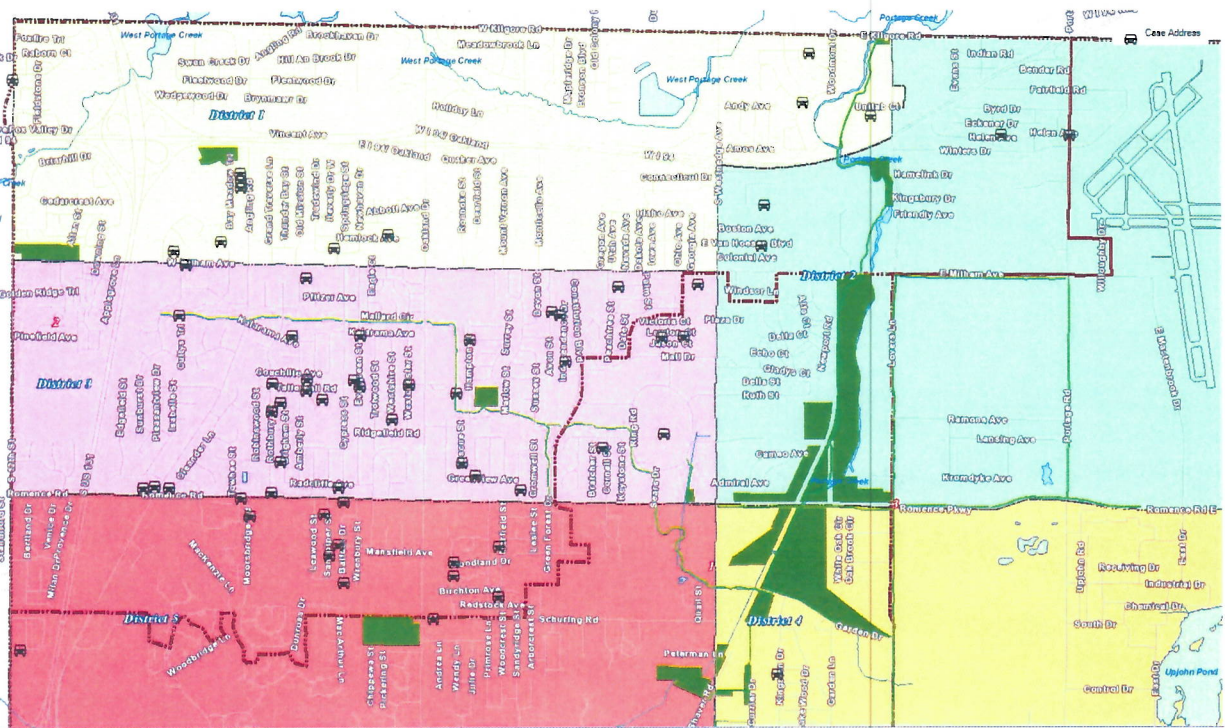
FROM: Nicholas J. Arnold, Public Safety Director – Police/Fire Chief 

SUBJECT: Monthly Report for June 2017

During the months of April, May, and June 2017, Portage Department of Public Safety patrol officers responded to 86 breaking and entering of vehicle incidents on the west side of the city. These incidents occurred in primarily three neighborhoods and during the overnight hours. As a result, officers have been patrolling the areas in plain cars, on foot, on bike, and on motorcycle. A possible suspect has been identified.



The victims of these crimes have reported that nothing of significant value has been taken, mostly change and vehicle documents. The community policing officer, who reports that the majority of the incidents involve unlocked vehicles, put a post on Facebook, reminding citizens to remove valuables from their vehicles and to lock the doors to their vehicles.



POLICE DIVISION STATISTICAL SUMMARY

Police Incidents Dispatched:	3,053
Fire Incidents Dispatched:	451
Gun Registrations:	115
Warrants Obtained:	106
Expressway Incidents Handled:	21
9-1-1 Calls Received	2,768

ARRESTS

Total Adult Arrests: 308

Major Charges:

Aggravated/Felonious Assault-Family-Gun
Fraud-Illegal Use of Credit Card
Stalking-Aggravated
Possession of Methamphetamine

Total Juvenile Arrests: 15

Major Charges:

Larceny from a Building
Resisting Officer
Fleeing & Eluding
Aggravated/Felonious Assault-Family-Gun

MAY CRIME STATISTICS

Violent Crimes:	76
Non-Violent Crimes:	362

Reported Crimes - May 2017 Compared to May 2016:

Part I Crimes:	+14.7%
Part II Crimes:	- 11.6%

Year-to-Date Comparison:

Part I & II Crimes Total YTD:	+ 1.2%
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TRAINING

Topics: F.B.I. National Academy
School Resource Officer
Leadership Skills Development
Police Cyclist Course

VOLUNTEER HOURS

June:	110
YTD:	862

EMPLOYEES INJURED

June:	1
YTD:	4

FIRE DIVISION STATISTICAL SUMMARY

Calls for Service	Count
Fire	18
Rescue & Emergency Medical Service Incident	225
Hazardous Condition (No Fire)	17
Service Call	38
Good Intent	115
False Alarm and False Call	29
Total Calls	442
Total Property Loss	\$125,766.00

Inspections	Count
Annual Attempt & Inspection	357
Reinspection Attempt & Inspection	36
Plan Review	19
Key Box	1
Final or Move-in	10
Fire Protection Plan and Inspection	10
FOIA	2
Campfire New/Renewal	19
Other	11
Total	465

Auto/Mutual Aid	Count
Mutual Aid Received by Comstock	5
Automatic Aid Given by Comstock	1
Mutual Aid Given by Comstock	1
Mutual Aid Received by KDPS	1
Automatic Aid Given by KDPS	4
Automatic Aid Given by Oshtemo	3
Mutual Aid Given by Oshtemo	2
Mutual Aid Received by South County	3
Automatic Aid Received by Texas Township	2
Mutual Aid Received by Texas Township	2
Automatic Aid Given by Texas Township	4

Public Education	Adults	Children
Lecture Demo	106	370
Station Tour	8	21
Car Seats	24	6
		Installed
Smoke Detectors		5
Car Seats		20

Training	
Mobile Water Supply and Drafting	33
Hose Deployment Evolutions	27
Basic Rope Operations	20
Vetter Air Lift Bag In-Service	10
EMS Continuing Education	22

SIGNIFICANT EVENTS – JUNE 2017

On June 3, 2017 at 1:39 a.m., Police and Fire were dispatched to a report of a vehicle that had crashed into a business at Forest Drive and Portage Road. Responding units discovered that a vehicle that was traveling eastbound on Forest Drive failed to stop for the stop sign, crossed over Portage Road, and crashed into the business known as “Youz Guys Sausage” at 8847 Portage Road. The driver fled on foot, while the front seat passenger, who had suffered severe trauma, was attended to by Fire personnel and ultimately transported to an area hospital for treatment. The investigation remains active. Speed and possible drug use is believed to be the cause of the crash.

On June 3, at approximately 3:55 p.m., Police and Fire were dispatched to westbound I-94, between S. Westnedge Avenue and Portage Road, after reports were received of a motorcycle accident. The operator, a 55-year-old Grandville, Michigan resident, was treated for critical injuries and transported to the hospital. Officers interviewed witnesses, who said the motorcycle was traveling westbound in the right driving lane, when he lost control of the motorcycle, skidded across the two remaining westbound travel lanes, and impacted the concrete median barrier. No other vehicles were involved in the accident. Officers from the Kalamazoo Department of Public Safety assisted with traffic control, and MDOT provided barricades to assist with traffic movement. Two lanes of westbound I-94 were closed to traffic for approximately three hours while the accident was investigated.

Fire units responded to J Rettenmaier, 1615 Vanderbilt, on a reported structure fire. J Rettenmaier is a plant that produces paper insulation. First arriving units reported light, white smoke conditions from the roof and loading dock door. The fire was contained within 25 minutes of arrival. Fire crews were on scene for approximately five hours, performing suppression, ventilation, overhaul, and investigation. The cause of the fire is under investigation by the Fire Marshal, and the loss value is estimated at \$105,000. No injuries were reported.



A male subject attacked his wife and brutally assaulted her before fleeing the home. The woman was subsequently taken to the hospital, where she was treated for her injuries. The following day, a warrant for Assault by Strangulation was issued for the suspect, whose immediate whereabouts was unknown. Over the next few days, officers and detectives attempted to locate the suspect using a variety of investigative methods. Using cell phone and banking intelligence, the suspect was eventually tracked to Boone, Iowa. With assistance from the Boone Police Department, the suspect was taken into custody without incident.

On June 14, a Portage fire engine was requested to staff a Comstock fire station. It was learned a few hours later that Comstock Fire Chief Switalski had been killed at an accident scene. The Portage Fire Division provided coverage to Comstock for two days, as well as the day of the visitation. This was a collective effort for many fire departments within Kalamazoo County and Battle Creek.

Neighbors near a mobile phone store called about suspicious juveniles on bikes in the area. Officers arrived on scene and witnessed three to four subjects run from the area of the store. Officers then discovered the door to the store to be unsecure. Three male teens were detained and questioned regarding the break-in. The store owner responded and stated the store was broken into and phones were taken. The phones were subsequently recovered in a backpack just east of the store. The case remains under investigation.

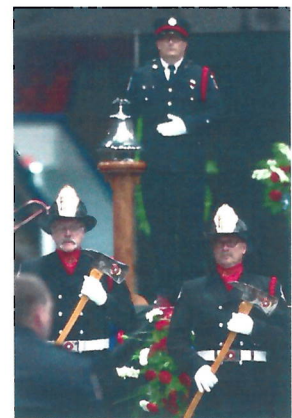
Officers responded to the area of E. Van Hoesen after a citizen reported a subject checking car doors. Officers quickly located a subject matching the description. The male subject was in possession of two purses and admitted to burglarizing two vehicles in the area. The suspect, a 33-year-old Portage resident, was arrested and charged with two counts of Stealing a Financial Transaction Device and two counts of Breaking & Entering of a Vehicle. The stolen property was returned to its rightful owners.

On June 27, 2017 at approximately 5:40 p.m., Portage Department of Public Safety received a report of an assault at Lakeview Park, located at 9345 Portage Road. Once on scene, officers interviewed a female victim, who advised that an unknown subject grabbed her while she was jogging in a secluded area of the park and pulled her to the ground. When the victim began to scream, the suspect let her go and took off running. Several police officers and park rangers responded to the area; however, the suspect was not located. However, officers and detectives conducting follow-up investigation were able to identify the suspect, who was subsequently charged with Unlawful Imprisonment and Assault & Battery.

PUBLIC EVENT

Portage firefighters participated in several capacities, ranging from station coverage to funeral preparations, for the Line of Duty Death of Comstock Fire Chief Switalski. Portage IAFF Honor Guard participated at the funeral home and the final ceremony. Portage Police participated in the planning of the processional and provided sworn personnel to man traffic posts.

NJA:JMH:jh



TO: Laurence Shaffer, City Manager

DATE: July 14, 2017

FROM: Rod Russell, Director of Public Services 

SUBJECT: Monthly Operations Report for June 2017

STREET MAINTENANCE ACTIVITIES

- Repaired damaged and faded traffic control signs
- Installed new tennis and pickleball courts at Lakeview Park
- Removed dirt from Portage Road near the Stryker construction sight
- Crack sealed parking lots at Dog Park, West Lake Nature Preserve, Harbors West and Oakland Drive Parks
- Repaired potholes on major and local streets with Durapatch machine
- Swept Durapatched areas with street sweeper
- Repaired deteriorating storm basins, curbs and drive approaches into DPS facility
- Repaired one damaged mailbox from winter maintenance operations
- Repaired cracks in asphalt basketball court at Westfield Park
- Pushed up asphalt millings that were hauled to millings storage site on Garden Drive
- Installed and removed American flags on South Westnedge Avenue for Flag Day on 6/14/17
- Installed storm water leaching system on Ruth Street
- Repaired deteriorating sidewalks, curbs and storm water basin at Department of Public Safety
- Removed curb delineators from major streets
- Crack sealed major and local streets as well as Lovers Lane Bikeway
- Retrieved painted plows from Portage Public Schools
- Patched concrete gutter pan on Woodview Drive
- Re-painted crosswalk on Bird Rock Street
- Removed fallen limbs from Wadsworth Lane, Newell's Lane, Long Lake Drive and West Romence Road
- Swept Dog Park parking lot free of debris
- Hauled sand from Angling Road to milling storage site on Garden Drive
- Hired contractor to remove tree stump on Old Kilgore Road
- Hired contractor to perform Spring Mill & Fill Program which repaired the following streets: Melody Avenue, Buckhorn Street, Sussex Street, Jennifer Street, Marlow Street, Edington Street, Bellaire Avenue, Chasemoor Drive, Haverhill Avenue and Hampton Street
- Hired contractor to repair sidewalks in Lexington Green neighborhood

- Supported Transportation & Utilities Department by removing tree limbs on West Centre Avenue for construction project
- Supported residents requesting block parties by providing street barricades
- Supported Transportation & Utilities Department with sink hole at intersection of South Westnedge Avenue and East Romence Road Parkway
- Supported Equipment Division with building of construction equipment trailer
- Supported Alan Turner Concert at Central Park on 6/8/17
- Supported YMCA Youth Triathlon on 6/23/17
- Continued work on Dog Park by painting perimeter fencing, adding fence slats, installing gates, making dog playscapes and preparing for grand opening on 6/29/17
- Supported Transportation & Utilities Department by removing tree limbs in West Centre Avenue and Old Centre Road construction zones

Weekly Curbside Recycling Program - The following summarizes total weights of recyclable materials collected during the month of June 2017 as well as Fiscal Year-to-Date totals:

WEEKLY CURBSIDE RECYCLING PROGRAM COLLECTION SUMMARY
TOTAL WEIGHT OF RECYCLABLE MATERIALS COLLECTED

		Tier I	Total	Tier II	Dumpster	Dumpster	Dumpster
Date	Total (tons)	Carts	Carts	Carts	2 Cyd	4 Cyd	6 Cyd
Jul-16	214	31	12901	0	8	9	24
Aug-16	223.91	28	12929	0	8	9	24
Sep-16	219.96	24	12953	0	8	9	24
Oct-16	204.08	19	12972	0	8	9	24
Nov-16	218.15	20	12992	0	8	9	24
Dec-16	219.4	12	13004	0	8	9	24
Jan-17	223.12	12	13016	0	8	9	24
Feb-17	165.04	11	13027	0	8	9	24
Mar-17	204.25	33	13060	0	8	9	24
Apr-17	183.21	33	13093	0	8	9	24
May-17	201.96	67	13160	0	8	9	25
Jun-17	208.27	60	13225	5	8	9	25
YTD Total	2485.35	350	13225	5	8	9	25

PARKS MAINTENANCE ACTIVITIES

- Removed trash from park properties
- Prepared facilities for upcoming rentals
- Removed debris from trail system
- Mowed grass in parks and cemeteries
- Prepared softball fields for league and tournament games
- Turned on water at park facilities
- Repaired irrigation and plumbing leaks

- Repaired plumbing leaks and clogs in park facilities
- Repaired lighting issues in park facilities
- Trimmed low hanging limbs in the parks
- Painted swing set at Lexington Green Park
- Removed deteriorating fence from Lexington Green Park and Schrier Park
- Repaired damaged and deteriorating split rail fencing
- Power washed Oakland Drive Park playscape, Ramona Park playscape and Central Park Bandshell area
- Repaired rock fountain at Portage Creek Bicentennial Park Trail Head
- Repaired Millennium Park pond fountain
- Installed donated bench on Portage Creek Bicentennial Park Trail
- Repaired red block wall at Westfield Park playscape
- Repaired electrical issue at Central Park
- Repaired malfunctioning door at Stuart Manor
- Added woodchips to playscape at Oakland Drive Park and Westfield Park
- Repaired swing set discrepancy at Ramona Park
- Removed and installed signs in parks
- Painted water well covers at South Westnedge Park
- Removed fallen trees from Ramona Park and Harbors West Park
- Removed tall grasses and brush from right-of-ways with roadside mower
- Removed dead tree from Liberty Park
- Removed large boulders from Ramona Park
- Continued work on Dog Park in preparation for grand opening on 6/29/17
- Added sand to Ramona Park beach and Lakeview Park volleyball court areas
- Installed historic plaque at Stuart Manor
- Cleaned out storage room at Schrier Park rental facility
- Repaired roof trim at Schrier Park rental facility and Portage Creek Bicentennial Park restroom facility
- Repaired deteriorated entrance door at Schrier Park rental facility
- Installed parking lot bumpers at South Westnedge Park
- Repaired drinking fountain at South Westnedge Park
- Repaired two sinking headstones in city cemeteries
- Removed low hanging limbs and brush from Portage Creek Bicentennial Park Trail
- Repaired sections of Super Decking at West Lake Nature Preserve and Portage Creek Bicentennial Park
- Repaired roofing shingles at Lexington Green Park shelter
- Removed brush, bushes and limbs from Millennium Park Trail
- Removed split rail fencing from Lakeview Park
- Added gravel to asphalt trail edges at Lakeview Park and Northwest Bikeway
- Repaired damaged lawn at northeast corner of West Romance Road and Oakland Drive
- Hired contractor to paint parking lot lines at South Westnedge, West Lake Nature Preserve, Westfield, Lakeview, Harbors West, Portage Creek Bicentennial Park, Oakland Drive and the Dog Park
- and Schrier Parks

- Hired contractor to remove tree roots from paved bikeways on Northwest Bikeway, East Romence Road Parkway and Lovers Lane
- Hired contractor to repair parking lot at Schrier Park
- Hired contractor to treat pond at City Hall for algae
- Hired contractor to spray Central Park for mosquitos
- Hired contractor to remove tree stumps from Dog Park
- Hired contractor to repair irrigation systems
- Hired contractor to prepare Lakeview Park tennis/pickleball courts for painting
- Hired contractor to remove sidewalk trip hazards from City Hall entrance
- Hired contractor to remove algae from city ponds
- Hired contractor to paint exterior of Grain Elevator
- Supported five burials in city cemeteries
- Supported Farmer's Market at Portage Senior Center 6/4, 6/11, 6/18 and 6/25/17
- Supported Alan Turner Concert at Central Park on 6/8/17
- Supported HMP picnic at Celery Flats Grain Elevator on 6/21/17
- Supported Farmer's Market at Portage Senior Center on 6/18 & 6/25/17
- Supported Skate Park Camp at South Westnedge Park from 6/26 to 6/29/17
- Supported Youth Tennis Camp at Oakland Drive Park from 6/26 to 6/29/17

FLEET & FACILITIES DIVISION

The Fleet & Facilities Division generated 128 work orders for the month of June 2017. A total of \$13,904.44 was spent on billable labor hours while the parts costs were \$10,520.45. The outside contracted work was \$5,675.33.

June 2017	June 2016	
128	159	Work Orders
\$10,520.45	\$16,930.28	Parts Cost
\$13,904.44	\$11,203.88	Labor Cost
41	26	Preventative Maintenance (P.M.) Work Orders Completed
\$134.15	\$132.60	Average Cost per P.M
\$5,500.20	\$3,447.69	Total P.M. Cost
\$0.00	\$5,249.43	Contracted Repairs-Body & Painting
\$5,675.33	\$17,750.30	Contracted Repairs (Not Including Body & Paint)
\$15,487.14	\$4,035.61	Building Renovations

BUILDING MAINTENANCE

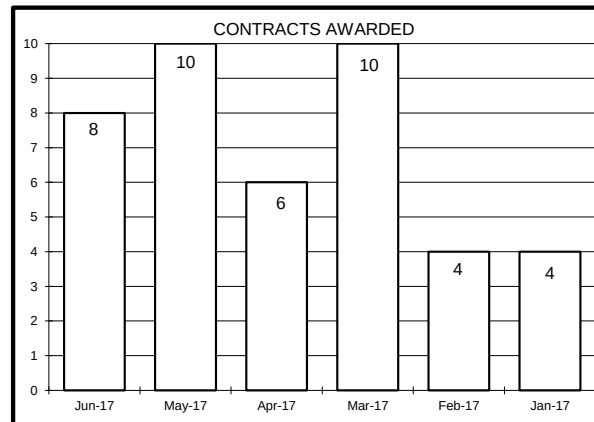
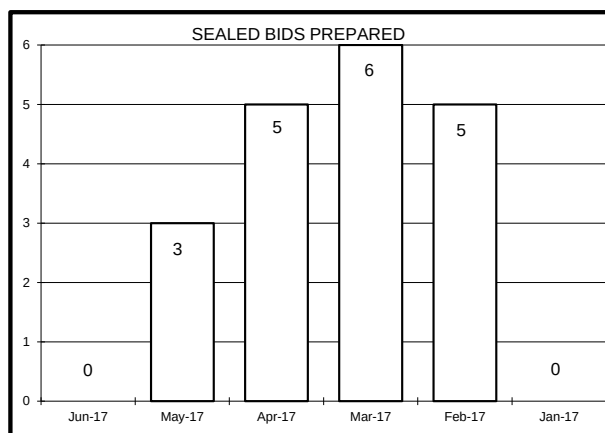
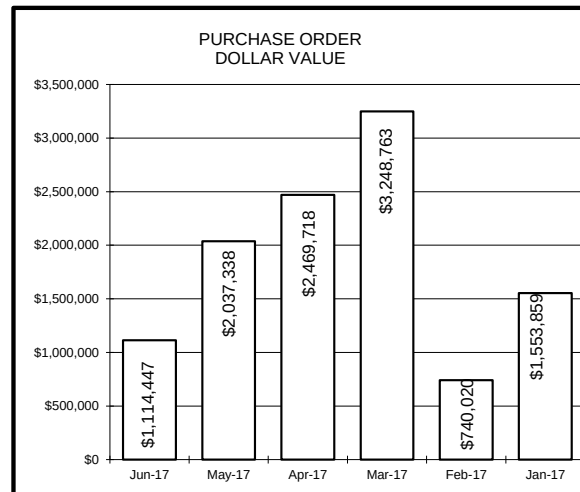
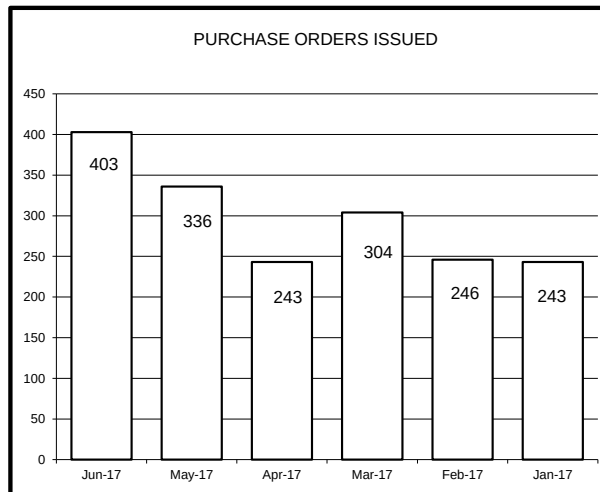
1. Custodial Operations
2. City Hall, Police, and Senior Center support services

TO: Laurence Shaffer, City Manager

DATE: July 3, 2017

FROM: Rob Boulis, Deputy City Manager

SUBJECT: Purchasing Monthly Report - June 2017



SEALED BIDS OPENED / CONTRACTS AWARDED

City Sign Design

School Crossing Guard Services

Winters Drive Basin Rehab

South Cemetery Access Road Repair

Lakeview Park Tennis/Pickleball Courts

Labor Counsel

Summer Mill & Fill

HVAC Maintenance

Ambulance Service

SEALED BIDS PREPARED

None

- Three new claims were filed with MMRMA, four claims were settled.
- Purchasing staff added 13 new vendors to the purchasing software vendor file.

CITY OF PORTAGE

COMMUNICATION

TO: Laurence Shaffer, City Manager

DATE: July 12, 2017

FROM: Devin Mackinder, Director of Technology Services & Community Marketing



SUBJECT: Department Monthly Report – June, 2017

The following summarizes some of the public information and technology activities for the month of June.

Cable Access

Continued administration of the Cable Communications Franchise Agreement with Charter Communications, AT&T, Comcast and the Cable Television Access Agreement with Public Media Network:

Significant Activities:

- Continued taping various special programs (HMP, PSI, Lunch & Learn, etc.)
- Emergency broadcast protocols – on hold until new PMN director is in place
- Continued working on new city marketing video materials

Internet/Intranet Web Site

Continued with daily updates to city Internet and Intranet web sites as well as preparing for future updates and upgrades and compiling monthly statistics.

Significant Activities:

- Continued working on the city website rebuild.

Telecommunications

- Continued working on the Mobilitie DAS permit process.
- Continued working on the AT&T DAS permit process.
- Continued utilizing services of special council, Mike Watza to assist with developing a modified METRO Act and new Franchise Permit to address the DAS permit requests.
- Began working on the 123Net Metro permit application

Contract Administration

- IP Consulting block time agreement
- BS&A CDBG loans module agreement

Information Technology

Continued with several technology projects, supervising Technology Services Department staff and researching new technology opportunities that work toward city goals of providing efficient and cost-effective services.

Significant Activities:

- Continued working with the City of Kalamazoo new IT director on connecting fiber
- Continued PortageAlert mass notification system for emergency initiatives
- Continued development of new city website
- Continued investigating options for upgrading the decades-old multi-mode fiber ring
- Continued work on new CDBG loans tracking module
- Continued working on a Soofa Sign pilot program application
- Continued researching various new technologies
- Continued implementation of the citywide keyless entry and camera system project
- Continued working on process and certifications for operating a city drone
- Continued working on consolidated dispatch
- Completed energy efficiency project with CMO
- Began working on migrating left-over AS400 data to new platforms and consolidating data
- Continued working on Backflow Prevention software upgrade/migration
- Continued replacing city network switches
- Continued migrating paper forms to the new electronic Seamlessgov system

Marketing Activities

- Continued oversight and management of all city marketing activities
- Continued Branding support initiatives
- Continued working on Soofa Sign branding

TO: Laurence Shaffer, City Manager

DATE: July 25, 2017

FROM: Wm. Roger Buell, Director of Transportation & Utilities

SUBJECT: Transportation & Utilities Department Monthly Report for June 2017

The month of June 2017 was busy for both Transportation & Utilities staff and the Suez Environmental staff. In regards to the Suez Environmental operations, emphasis during the month continued to be directed at ensuring the various activities related to the utility operation were being completed professionally and in a manner to ensure that service levels committed under the Suez Environmental contract with the city are completed in a timely manner.

Major accomplishments involving the Suez operations during the month include:

1. Inspections continued on sewer lift stations and water wells. During the month of June 586 inspections were made by Suez personnel.
2. Suez personnel received 42 customer service calls throughout June.
3. Suez personnel responded to 41 after-hour panel alarms as indicated on the SCADA control panel monitoring the city's water and sanitary sewer facilities.
4. Approximately 236 million gallons of water were produced/pumped during the month of June. Production averaged around 8 million gallons of water per day during the month. 1,113 water quality analyses were completed during the month.
5. Nineteen new meters were installed and 1 new service lead was required to be tapped during the month of June.
6. Miss Dig stakings were completed at 535 locations.
7. There were no water main breaks during the month.
8. Suez personnel cleaned a total of 32,975 feet of sanitary sewer and inspected and cleaned 142 manholes.
9. Suez swept 359 lane miles of streets.

In the transportation and utility areas, the following activities in June were either completed or ongoing at month's end.

1. Review of new development plans from a transportation and utility standpoint continued during the month. Seven development and building plans were reviewed.
2. The Utility Contract Administrator was very busy overseeing the Suez Environmental operations, addressing customer concerns, inspecting public and private utility construction and inspecting city-owned stormwater and utility facilities. Recent focus by Suez has been sanitary sewer and storm drainage cleaning.
3. The Traffic Engineering section was active during the month of June investigating complaints/concerns regarding operation of traffic signals, performing traffic volume/accident analyses and reviewing new streetlight installations.
4. Nova Consultants was awarded a four-year contract by City Council on April 29, 2014 for a four year program to monitor groundwater levels in the city. Monthly sampling at two retention basins continues. Current findings show groundwater levels rising approximately 36” over all previously recorded levels at Black Forest and were at record levels on the east side of Portage.

No temporary pumping was done in June at Black Forest. Groundwater levels are slowly decreasing from spring’s high levels.

5. City traffic signal maintenance is performed under contract to a specialized electrical traffic signal contractor. City staff initiated a new bid package for traffic maintenance with bids received July 23, 2015 with the sole bid in the amount of \$176,300 submitted by Severance Electric. City Council approved on August 11, 2015 and renewed on September 1, 2016. Recent work continues to focus on LED sign upgrades, illuminated sign replacements, and controller cleaning.

Implementation of the Capital Improvement Construction Program was also an ongoing activity as the construction season was completed. Accomplishments during the month of June included the following:

1. Local Street Calming Program

The 2015-16 Capital Improvement Program includes a project for a Local Street Neighborhood Calming Program. A budget of \$10,000 was established for professional services and the remaining \$15,000 will be used for implementation of the program. OHM was selected based on experience and their proposed approach to developing a project plan that will best meet the City’s needs. Draft Program complete with final program documents forthcoming. Development of the program is underway. The first program to follow the program will be Meredith Street this summer. A request was also received for Lakeview Drive and is being reviewed.

2. West Centre Avenue Intersections Improvements

The 2015-16 Capital Improvement Program includes the design and construction of new traffic signals and associated street improvements on West Centre Avenue at the

intersections of Old Centre Road and Cooley Drive. Included in the project are modifications to the existing driveways on West Centre Avenue within the influence of the Greenspire Retail Drive/Cooley Drive intersection to promote use of the new protected left-turn phase at the traffic signal and limit left turns out of driveways close to the intersection. City Council awarded contracts to Severance Electric Company on August 23, 2016 for \$446,967.80 (Cooley Drive) and \$294,965.33 (Old Centre). Construction is 90% complete. Old Centre was activated on June 23, 2017 and Cooley Drive will be activated in August once the signal development improvements on the south leg of the new signal are completed.

3. South Westnedge Avenue and Kilgore Road Intersection

The 2015-16 Capital Improvement Program includes the design and construction of new traffic signal equipment at South Westnedge Avenue and Kilgore Road and preliminary design work for the intersection of Portage Road and Lakeview Road. City Council awarded a contract to Severance Electric Company on August 23, 2016 in the amount of \$316,307.20 for the intersection improvements at South Westnedge Avenue and Kilgore Road, preliminary design services for the intersection improvements at Portage Road and Lakeview Drive have been completed by Abonmarche Consultants. Construction is approximately 30% complete.

4. South Westnedge Avenue and Romence Road Intersection Improvements MDOT CMAQ Funding

The 2015 - 2016 Capital Improvement Program includes the traffic signal replacement at South Westnedge Avenue and Romence Road. As part of a federal safety program, \$261,000 of federal grant monies was secured for the project. On September 22, 2015, City Council awarded a contract to Abonmarche consultants in the amount of \$47,840 for engineering design and construction administration. Low bid of \$356,695.06 was submitted by Severance Electric Company. MDOT awarded the contract and preconstruction meeting was held January 2017. Construction is approximately 99% complete.

5. US-131 Crossing Forcemain Replacement

The 2014 – 2015 Capital Improvement Program includes a project to replace the 20” force main under US-131 from 12th Street to east of Angling Road. The force main has suffered several breakages and is nearing the end of its effective life. On March 30, 2016, an engineering contract was awarded to Prein & Newhof for design of the force main project. Under agreement with Texas Township, the township is responsible for approximately 94% of the project cost. Design was initially complete for a directional bore under the freeway. The one bid received on August 9, 2016 was substantially over the engineer’s estimation cost. Staff is in discussions with the contractor Texas Township and MDOT to identify cost saving measures, so the project was redesigned with construction alternatives and new bids received. On March 28, 2017, City Council awarded a contract to Kamminga & Roodvoets, Incorporated in the amount of \$567,323. Construction start date is pending.

6. Shaver Road Reconstruction Watermain Improvements

The 2016-2017 Capital Improvement Program includes a project for reconstruction of Shaver Road from Vanderbilt Avenue to West Centre Avenue. The project also includes the replacement of existing cast iron water main. Low bid was submitted by Millbocker Construction in the amount of \$2,460,199.82 through a March 2017 bid letting by MDOT. Construction is underway. Water services and testing will occur at the end of July, followed by the paving of the northbound lanes and switching traffic.

7. Oakland Drive, Katie Court to West Centre Avenue

On May 9, 2017 City Council awarded a contract to Reith-Riley Construction Company in the amount of \$163,364.80. Construction to begin July 17th, 2017.

8. The 2016-2017 Capital Improvement Program includes projects in the Major Street Reconstruction Programs. These streets include:

Rockford Street, Schuring Road to Romence Road

A preliminary design has been completed for Rockford Street, but due to limited funds needed for Portage Road, will be delayed until the 2017-2018 Capital Improvement Program.

Angling Road, Squire Heath Lane to Romence Road

On September 20, 2016 City Council awarded an engineering contract to Abonmarche consultants in the amount of \$260,600. Design engineering is complete. Angling Road includes the construction of sanitary sewer. Bidding on Angling Road by MDOT was held April 7, 2017 with Hoffman Brothers submitting the low bid. Angling Road is closed to thru traffic. Sanitary sewer main construction underway, with main line installation complete with the exception of the section of road between Prestwick and Romence.

Portage Road, Mandigo Avenue to Osterhout Avenue

A Public Open House was held for Portage Road on March 7, 2017 with approximately 30 attendees. Final design has been completed with bids opened May 11, 2017. Construction scheduled for summer of 2017 with complete road closure of Portage Road to facilitate construction. City Council awarded a contract to Lakeland Asphalt in the amount of \$759,181.86 on May 23, 2017. Construction start date pending.

9. The 2016-2017 Capital Improvement Program includes a project for construction of utilities at the following locations:

Chopin Avenue and Mozart Street Watermain

On September 20, 2016 City Council awarded an engineering contract to Midwest Civil Engineers in the amount of \$63,800. On January 10, 2017 City Council approved Resolution No. 5 (Final) for the Chopin Avenue and Mozart Avenue Water Main Special Assessment District. City Council awarded a contract to Balkema Excavating in the amount of \$220,644 on May 23, 2017. Construction underway. Estimated completion date August 2017.

Archwood/Cliffwood (water and sewer)

On December 13, 2016 City Council elected to cancel the Cliffwood/Archwood Special Assessment process and the project was terminated.