

6:00 p.m. City Council Committee of the Whole.

7:30 p.m. Call to Order.

Invocation: Pastor Steve Nichols of Berean Baptist Church.

Pledge of Allegiance.

Roll Call.

Proclamation.

A. Approval of the Committee of the Whole and Regular Meeting Minutes of January 20, 2015.

\* B. Approval of Consent Agenda Motions.

\* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of February 10, 2015, as presented.

D. Public Hearings:

1. Communication from the City Manager recommending that City Council adopt Resolution No. 5 for the West Osterhout Avenue Sanitary Sewer Project #414-S, confirming the Special Assessment Roll.

2. Communication from the City Manager recommending that City Council adopt Resolution No. 5 for the Pine View Drive Sanitary Sewer Project #415-S, confirming the Special Assessment Roll.

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

\* 1. Communication from the City Manager recommending that City Council confirm the appointment of Rodney Russell as the Director of the Department of Public Services, effective February 11, 2015.

\* 2. Communication from the City Manager recommending that City Council approve the three-year pricing renewal agreement with ADP, Incorporated, to perform payroll services on behalf of the City of Portage at a cost of \$27,375.47 for the first and second year and a cost of \$27,992.97 for the third year, and authorize the City Manager to execute all documents related to the contract on behalf of the city.

\* 3. Communication from the City Manager recommending that City Council approve the annual Microsoft licensing renewals with CDW-G at a total cost of \$50,388.13 and authorize the City Manager to execute all documents related to this action on behalf of the city.

\* 4. Communication from the City Manager recommending that City Council set a Committee of the Whole (COW) Meeting for Tuesday, February 24, 2015, at 6:00 p.m. in Conference Room No. 1 to discuss enriching culture and increasing community engagement.

G. Communications:

H. Unfinished Business:

1. Communication from the City Manager regarding an Audit of the City Towing and Impound Contract.

- \* I. Minutes of Boards and Commissions Meetings:
  - 1. Portage Public Schools Board of Education Regular Meeting of December 8, 2014, Special Meeting of December 15, 2014 and Policy Governance Retreat and Organizational Meeting of January 12, 2015.
  - 2. Central County Transportation Authority Regular Meeting of December 10, 2014, Special Meeting of December 19, 2014 and Agenda Packet of the January 23, 2015 Meeting.
  - 3. Portage Park Board of January 7, 2015.
  - 4. Kalamazoo County Environmental Health Advisory Council of January 14, 2015, 2015 Meeting Schedule and Membership List.
  - 5. Portage Human Services Board of January 22, 2015.
  - 6. Portage Planning Commission of January 22, 2015.
  
- J. Council Committee Reports.
  - 1. Verbal report Councilmember Urban on the efforts and activities of the Central County Transit Authority.
  - 2. Verbal report from Councilmember Reid on the efforts and activities of the Public Media Network Board of Directors.
  - 3. Verbal report from Mayor Pro Tem Pearson on the efforts and activities of the Austin Lake Governmental Lake Board.
  
- K. New Business.
  
- L. Bid Tabulations:
  - \* 1. Communication from the City Manager recommending that City Council award a contract to perform design engineering services for the Lovers Lane/Kilgore Road Traffic Signal Interconnection project to Abonmarche Consultants, Incorporated, in the amount not to exceed \$35,480 and authorize the City Manager to sign all documents related to the contract on behalf of the city.
  
- M. Other City Matters:
  - 1. Statements of Citizens.
  - 2. From City Council and City Manager.
  - \* 3. Reminder of Meetings:
    - a. Wednesday, February 11, 5:30 p.m. until 7:30 p.m., Public Input Session on Proposed Adoption of the 2012 International Fire Code, Council Chambers.
    - b. Wednesday, February 11, 7:00 p.m., Environmental Board, City Hall Room #1.
    - c. Thursday, February 12, 7:00 p.m., Fire Accreditation Town Hall Meeting, Council Chambers.
    - d. Wednesday, February 18, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
    - e. Wednesday, February 18, 4:00 p.m. and 6:00 p.m., Public Input Sessions regarding leaf and brush pickup on private streets, Council Chambers.
    - f. Thursday, February 19, 7:00 p.m., District Library Board, Portage District Library.
    - g. Thursday, February 19, 7:00 p.m., Planning Commission, Council Chambers.
    - h. Tuesday, February 24, 6:00 p.m., City Council Committee of the Whole, City Hall Room #1.
  
- N. Materials Transmitted of January 16, 20 and 30, 2015.

Adjournment.

# CITY COUNCIL MEETING SUMMARY

January 20, 2015

## ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Check Register of January 20, 2015, as presented.

## PUBLIC HEARINGS

- ◆ Approved Rezoning Application #14/15-2 and rezoned the west ten feet of 4707 West Milham Avenue and 4713 West Milham Avenue (excepting the west ten feet) from B-2, community business, to OS-1, office service.

## REPORTS FROM THE ADMINISTRATION

- ◆ Approved the Preliminary Condominium Subdivision for Copperleaf, Phase 1, subject to approval of detailed engineering plans for the public infrastructure improvements.
- ◆ Approved detailed engineering plans for the Final Preliminary Condominium Subdivision for Copperleaf Phase 1.
- ◆ Adopted Resolution No. 4 for the West Osterhout Avenue Sanitary Sewer Project #414-S, setting a public hearing on the Assessment Roll for February 10, 2015.
- ◆ Adopted Resolution No. 4 for the Pine View Drive Sanitary Sewer Project #415-S, setting a public hearing on the Assessment Roll for February 10, 2015.
- ◆ Appointed Lori Knapp, Michael Quinn and William Brandt to serve on "Sub-Committee One" of the Board of Review and appointed Jay Woodhams, Keith Hearit and Wesley Mazurek to serve on "Sub-Committee Two" of the Board of Review.
- ◆ Received the December 2014 Summary Environmental Activity Report as information only.
- ◆ Received the Departmental Monthly Reports.

## COMMUNICATIONS

- ◆ Received the annual report and presentation of the Portage Youth Advisory Committee.
- ◆ Received the Communication from Mr. Charles Agosti regarding the proposed amendment to the Code of Ordinances, Chapter 34, Fire Prevention and Protection, reflecting changes in the 2012 edition of the International Fire Code.

## UNFINISHED BUSINESS

- ◆ Authorized the City Administration to conduct a public session(s) to discuss the potential interest in extending leaf, brush and spring cleanup collection programs to private streets in the city with residential property owners and representatives with property interests in city private streets.

## NEW BUSINESS

- ◆ Authorized the Administration to review the current contract with McDonald's Towing and Rescue, Inc. to ensure contract compliance and quality of service within the past year.

## BID TABULATIONS

- ◆ Awarded an engineering services contract for the Pine View Drive Sanitary Sewer Project (from Bacon Avenue to Chaucer Street) to Midwest Civil Engineers, P.C., of South Haven, Michigan, in the amount not to exceed \$22,250 and authorized the City Manager to execute all documents related to the contract on behalf of the city.

## STATEMENTS OF CITIZENS

- ◆ Mr. Jonathon Peer, 1030 Romence Road, spoke and thanked City Council for his appointment to the Park Board and expressed his regret that he was unable to attend the October Board and Commission interview session.

## STATEMENTS OF CITY COUNCIL AND CITY MANAGER

- ◆ Councilmember Reid shared that there are changes in government structure at the state and federal levels and cited the combination of the two largest departments in the State into a single department as an example.
- ◆ Councilmember Randall shared that the *Portager* was returning to monthly distribution based in large part on feedback from the Community Survey. She reminded residents that Property Assessment Change Notices would be mailed in mid-February and that sign up for Board of Review appointments would begin on March 2<sup>nd</sup>. Councilmember Randall complimented the City Manager and Office of the City Assessor on the tenor of an upcoming *Portager* article regarding property assessments and the Board of Review. Finally, she shared that she, along with the City Manager, Mayor Pro Tem Pearson and Councilmember Ford, attended the Police and Fire holiday party and that it was a great opportunity to interact with public safety employees. She concluded by stating that she has heard a lot of optimism on the direction of the City.
- ◆ City Manager Shaffer shared that Director of Parks, Recreation and Public Services, Bill Deming, will be retiring. He also shared that Mr. Deming had helped to secure funding that would help cover costs associated with creating a dog park in the community. He also expressed optimism that additional private funds could be solicited in support of the project.
- ◆ Mayor Pro Tem Pearson shared his enthusiasm for obtaining private funding in support of a dog park and complimented Police and Fire on the overwhelmingly positive feedback they consistently receive in the Community Survey.
- ◆ Mayor Strazdas recognized and thanked City Staff for their support of a recent food drive in which employees donated food for the Portage Community Center and congratulated the Police on being the department that donated the most. He then shared details about the Committee of the Whole meeting held earlier in the evening.

\*\*\*\*\*

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

DRAFT

**MINUTES OF THE COMMITTEE OF THE WHOLE WORK SESSION  
OF JANUARY 20, 2015**

Mayor Peter Strazdas called the meeting to order at 6:00 p.m. The following Councilmembers were present: Councilmembers Nasim Ansari, Richard Ford, Patricia Randall, Claudette Reid and Terry Urban, Mayor Pro Tem Jim Pearson and Mayor Peter Strazdas. Also present were Ron Kitchens, Executive Director of Southwest Michigan First, City Manager Larry Shaffer, Deputy City Manager Rob Boulis, Director of Community Development Vicki Georgeau, and Deputy City Clerk Adam Herringa.

Mayor Strazdas reviewed the rationale behind holding Committee of the Whole Work Sessions and shared that the topic for the meeting this evening was to look at efforts that can be undertaken by the City to enhance economic development with a special focus on balancing economic development with the city's natural environment, efforts that can be taken to promote the development of large undeveloped tracts of land within the city and to look at working with Southwest Michigan First on pre-approved development sites. Mayor Strazdas also stated that the topic for the next Committee of the Whole Meeting will be a continuation of the discussion on enhancing economic development but will include a review of the city's P.A. 198 Tax Abatement Policy. This meeting is planned for the evening of Tuesday, February 10<sup>th</sup>. Mayor Strazdas then invited the Director of Community Development, Vicki Georgeau, to share her thoughts and information related to the topics on this evening's agenda.

Director Georgeau highlighted the economic development efforts of the City over the years, shared efforts that are currently being undertaken, highlighted attributes of the community that make Portage a desirable place for development, and pointed out several recent economic development success stories.

Director Georgeau then highlighted several large parcels of land that are or could be prime for development provided that the current property owners are open to development or willing to sell their property to someone who is. Director Georgeau spoke specifically about a prime industrial development opportunity involving a parcel along Milham Avenue between Lovers Lane and Portage Road (referred to as Parcel #6). Mayor Pro Tem Pearson inquired if there have been any inquiries regarding this specific piece of property and Ron Kitchens, Executive Director of Southwest Michigan First, responded in the affirmative. Discussion followed on potential obstacles that may have to be overcome when it comes to developing this property, desire to keep it zoned for heavy industry and what the City has done to make this parcel prime for development.

Mayor Strazdas invited Ron Kitchens, Executive Director of Southwest Michigan First, to share his thoughts on the topics of the meeting. Mr. Kitchens stated his optimism with the City Council discussing the topic of economic development and with both City Council and City Administration expressing a willingness to make economic development happen. He continued by emphasizing the importance of creating primary jobs and that major employers have the most capacity to create quality jobs through which a person can create wealth. He also emphasized the importance of having a community that retains and develops talent and possesses and promotes quality schools and quality of life.

DRAFT

Mr. Kitchens then shared some current economic trends with City Council and pointed out, for example, that there is now a lack of building space in the entire region of Southwest Michigan and that there is far too much office space both locally and nationally. Relatedly, Mr. Kitchens strongly emphasized the need to have pre-certified sites so that the speed from which a development is proposed to the time it is ready to go is as expeditious as possible and termed this activity as “speed to market.” In some areas of the country, he stated, speed to market is such that a property can be sold and ground can be broken in as little as three days. He then reminded City Council that the City of Portage is constantly competing with other locations in the state and nation when it comes to enticing and landing a development and shared that Portage possesses one of the premier properties for development in the entire State of Michigan (Parcel #6). Mr. Kitchens cited Oakland County as an example of a community that has taken great steps to promote economic development.

In response to a question from Councilmember Ansari, Mr. Kitchens shared that Southwest Michigan First is involved in most every major development in the region and that, while Portage is not a member of the organization, has reaped numerous benefits of their efforts.

Councilmember Randall inquired as to what the City can do to promote the development of Parcel #6. Mr. Kitchens replied that the property is zoned correctly, that the property should be used as a single development (not divided up) and the City needs to make sure that development incentives are clear. Director Georgeau concurred.

Mayor Strazdas summarized that he has heard three “takeaways” from the discussion so far which include looking at the City of Portage becoming a member of Southwest Michigan First, getting incentives in place to promote “speed to market” for developments and that City Administration pre-plan as much as possible to be able to close deals as quickly as possible. Mayor Strazdas inquired if there is anything else the City should focus on and Mr. Kitchens replied that the City must be aggressive and clear so that a company knows up front that if they, for example, create so many jobs what the corresponding benefit will be. Mayor Strazdas then added to his list of “takeaways” that City Administration should get input from Southwest Michigan First on the city’s tax abatement policy and what is appropriate to ask of developers so that only the greatest of developments receive maximum rewards. Discussion followed and Mr. Kitchens reiterated that the greatest force for change in a community is high quality jobs.

Councilmember Urban shared his experience and history related to a major development by Stryker and that the city was in a reactive mode at the time and stated his support for the City taking a more proactive approach for the next major development.

Councilmember Ford asked what can be done to entice a company to stay once the tax abatement period is over. Mr. Kitchens replied that a tax abatement is usually not the driver of a company’s decision to move. He continued by stating that another driver could be the overall business environment or an inability to fill jobs. He continued by stating that one of the best avenues to take to encourage a company to stay is frequent and quality communication so that a company’s needs, wants and desires can be known and understood. Mr. Kitchens followed up by stating that not only will such positive communication help you to work with and support businesses, it will enhance the

DRAFT

likelihood of new business development.

Mayor Strazdas summarized the discussion to this point and asked that:

- It be determined if Portage should become a member of Southwest Michigan First and, if so, at what level and at what level of financial commitment.
- The City pick 1, 2, or 3 parcels to work with Southwest Michigan First on finding opportunities to promote “speed to market.”
- The City work on development incentives, in particular as they relate to 198 Abatements, so that it is clear what level of investment and jobs will yield a particular benefit.

Mr. Kitchens stated his belief that, based on the feedback and support of City Administration and City Council, Portage can be the driver in Southwest Michigan in job acquisition. Discussion followed and City Manager Shaffer stated his support for making economic development a priority, that the city will be a true partner with business development and that a clear policy will be in place.

Mayor Pro Tem Pearson asked City Administration to look at other communities, in particular Oakland County, that would be good models for incentives and actions to take as it relates to business development. Mayor Strazdas concurred and Mayor Pro Tem Pearson also inquired whether property managers are dealt with at a local level or if corporate offices are contacted as well. Mr. Kitchens shared that Southwest Michigan First will call on company representatives at the local, national and international levels.

**ADJOURN:** Mayor Strazdas adjourned the meeting at 7:16 p.m.

---

Adam Herringa, Deputy City Clerk

DRAFT

## CITY COUNCIL MEETING MINUTES FROM JANUARY 20, 2015

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

At the request of Mayor Strazdas, Pastor Richard Hertsel of the Centre Avenue Community Church of God provided an invocation. The City Council and the audience recited the Pledge of Allegiance.

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

**APPROVAL OF MINUTES:** Motion by Ansari, seconded by Urban, to approve the Special and Regular Meeting Minutes of January 6, 2015. Upon a voice vote, motion carried 7 to 0.

\* **CONSENT AGENDA:** Mayor Strazdas asked Mayor Pro Tem Pearson to read the Consent Agenda. Mayor Strazdas asked that Item H.1, Authorization to Conduct a Public Session to Discuss Interest in Extending Leaf, Brush and Spring Cleanup Collection Programs to Private Streets, be removed from the Consent Agenda. Councilmember Urban asked that items F.1 and F.2, Preliminary Condominium Subdivision for Copperleaf, Phase 1, and Engineering Plans for the Final Preliminary Condominium Subdivision for Copperleaf Phase 1, be removed from the Consent Agenda. Motion by Pearson, seconded by Reid, to approve the Consent Agenda Motions as amended. Upon a roll call vote, motion carried 7 to 0.

\* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JANUARY 20, 2015:** Motion by Pearson, seconded by Reid, to approve the Accounts Payable Register of January 20, 2015 as presented. Upon a roll call vote, motion carried 7 to 0.

### **PUBLIC HEARINGS:**

**REZONING APPLICATION #14/15-2:** Mayor Strazdas opened the public hearing and deferred to City Manager Shaffer who asked Director of Community Development, Vicki Georgeau, to provide background information and details related to the requested rezoning. Director Georgeau shared the history and details of the proposed rezoning and related development and informed City Council of City Administration and Planning Commission support for approving the application.

Mr. Richard Eby, Bickford Senior Living, 4707 West Milham Ave., spoke and shared that his business is asking for the rezoning so it can expand services related to memory care for seniors. Mr. Eby then shared and discussed details of the planned expansion. Councilmember Randall inquired how many jobs would be created and Mr. Eby replied that around six certified staff positions would result.

Don McCloud, 7421 Oak Shores, spoke in support of the rezoning and shared that he has a relative receiving care at Bickford Cottages and that he believes it to be the finest elder care facility in Kalamazoo County.

Motion by Reid, seconded by Urban, to close the public hearing. Upon a voice vote, motion carried 7 to 0. Motion by Urban, seconded by Reid, to approve rezoning application #14/15-2 and rezone the west ten feet of 4707 West Milham Avenue and 4713 West Milham Avenue (excepting the west ten feet) from B-2, community business, to OS-1, office service. Upon a roll call vote, motion carried 7 to 0.

**REPORTS FROM THE ADMINISTRATION:**

**PRELIMINARY CONDOMINIUM SUBDIVISION FOR COPPERLEAF, PHASE 1:**

Councilmember Urban stated that he was not supportive of the initial Tentative Plan for this development, that his concerns remain and cited pedestrian access at the site entrance as an example of one of his concerns. Community Development Director Vicki Georgeau spoke and shared some of the details regarding the development that is being presented and how it differs slightly from the Tentative Plan. She noted that this development was formerly known as Harbors West. Ms. Georgeau continued by stating that the plan is still in substantial compliance with the original proposal and discussed the connection of the development to Milham Avenue, the pedestrian system that is included in the development and how it will connect to Harbors West Park. Ms. Georgeau then shared two of the reasons for the change in access as being the desire to preserve several mature trees that the developer and adjoining property owner would like to maintain and grading issues on the west side of the entrance. Discussion followed on sidewalk widths, trail locations and compliance with the Tentative Plan.

Brian Wood, Allen Edwin Homes, 2186 East Centre Street, spoke with regard to the entrance to the development and how it coincides and is in alignment with a future roadway directly across the street on Milham Road. Mr. Wood then offered additional detail on the preservation of trees and elevation issues associated with prior development plans.

Councilmember Reid inquired if the islands included in the planned entrance were a design feature or a city requirement. Pat Flanagan, Ingersoll, Watson and McMachen, 1133 East Milham, an engineering firm associated with the project, spoke and shared the importance of keeping the entryway in alignment with the future entryway on the opposite side of Milham Road and of the dangerous traffic movements that would be created if the entryways were not aligned. He also stated that, if the islands were removed, the traffic lanes of the entryway would not substantially shift.

Motion by Randall, seconded by Ansari, to approve the Preliminary Condominium Subdivision for Copperleaf, Phase 1, subject to approval of detailed engineering plans for the public infrastructure improvements. Upon a roll call vote, motion carried 6 to 1 with Councilmember Urban voting no.

**ENGINEERING PLANS FOR THE FINAL PRELIMINARY CONDOMINIUM SUBDIVISION FOR COPPERLEAF PHASE 1:** There being no discussion on the topic, Motion by Ford, seconded by Ansari, to approve detailed engineering plans for the Final Preliminary Condominium Subdivision for Copperleaf Phase 1. Upon a roll call vote, motion carried 7 to 0.

\* **RESOLUTION NO. 4 FOR WEST OSTERHOUT SANITARY SEWER PROJECT #414-S:** Motion by Pearson, seconded by Reid, to adopt Resolution No. 4 for the West Osterhout Avenue Sanitary Sewer Project #414-S, setting a public hearing on the Assessment Roll for February 10, 2015. Upon a roll call vote, motion carried 7 to 0. Resolution recorded on page 407 of City of Portage Resolution Book No. 45.

\* **RESOLUTION NO. 4 FOR PINE VIEW DRIVE SANITARY SEWER PROJECT #415-S:** Motion by Pearson, seconded by Reid, to adopt Resolution No. 4 for the Pine View Drive Sanitary Sewer Project #415-S, setting a public hearing on the Assessment Roll for February 10, 2015. Upon a roll call vote, motion carried 7 to 0. Resolution recorded on page 411 of City of Portage Resolution Book No. 45.

**BOARD OF REVIEW APPOINTMENTS:** Mayor Strazdas asked City Manager Shaffer to introduce the item and Mr. Shaffer provided his rationale and spoke in support of his recommended appointments to two Board of Review subcommittees. Councilmember Reid pointed out that the composition of one board is recommended to be the same as last year and wondered whether moving people around would be a better way to go. Discussion followed on reasons why and whether there would be a benefit to switching up the proposed compositions of the subcommittees and City Manager

Shaffer spoke in support of keeping the configuration the same as last year due to a record of success. Mayor Strazdas emphasized the importance of training and consistency for Board of Review members and inquired whether the composition of the subcommittees could be switched around should something happen which prevents a member from fulfilling his or her service. City Attorney Brown opined that City Council could make such a change provided it occurred before getting into the Board of Review sessions. He continued by stating that it would be more complicated to change subcommittee compositions once the Board of Review started hearing appeals.

Motion by Randall, seconded by Ansari, to appoint Lori Knapp, Michael Quinn and William Brandt to serve on “Sub-Committee One” of the Board of Review and to appoint Jay Woodhams, Keith Hearit and Wesley Mazurek to serve on “Sub-Committee Two” of the Board of Review. Upon a roll call vote, motion carried 7 to 0.

\* **DECEMBER 2014 SUMMARY ENVIRONMENTAL ACTIVITY REPORT:** Motion by Pearson, seconded by Reid, to receive the December 2014 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 7 to 0.

\* **DEPARTMENTAL MONTHLY REPORTS:** Motion by Pearson, seconded by Reid, to receive the Departmental Monthly Reports. Upon a roll call vote, motion carried 7 to 0.

### **COMMUNICATIONS:**

**PRESENTATION BY THE YOUTH ADVISORY COMMITTEE:** Mayor Strazdas asked the Deputy City Clerk and staff liaison to the Youth Advisory Committee, Adam Herringa, to introduce the youth members present. Mr. Herringa introduced Youth Advisory Committee Chair Sami Ahmad, Vice Chair Amanda Croft and Secretary Grace Beverage. Mr. Ahmad referred to his communication to City Council dated January 12, 2015, and highlighted events and activities of the Youth Advisory Committee. Mayor Strazdas shared some of the history of the Youth Advisory Committee and thanked the members for their service. Motion by Ford, seconded by Reid, to receive the Annual Presentation by the Portage Youth Advisory Committee. Upon a voice vote, motion carried 7 to 0.

**COMMUNICATION FROM MR. CHARLES AGOSTI REGARDING THE PROPOSED AMENDMENT TO THE CITY OF PORTAGE CODE OF ORDINANCES, CHAPTER 34, FIRE PREVENTION AND PROTECTION, REFLECTING CHANGES IN THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE:** Mayor Strazdas shared that there would be an upcoming input session to afford the public an opportunity to provide feedback on the proposed changes to the Code of Ordinances and that action would not be taken until after the public has an opportunity to be heard. Mayor Strazdas then invited Mr. Agosti to come forward and share his thoughts and concerns on the topics identified in his communication to City Council. Mr. Charles Agosti, 1723 Romence Road, shared the recent history of the International Fire Code and why he believes certain changes have been made to it. He continued by stating that Portage currently utilizes the 2009 International Fire Code but that the City of Portage does not follow every aspect of the Code. Mr. Agosti stated that his biggest concern with the 2012 International Fire Code is related to costs that would be borne by business owners in order to comply with radio infrastructure requirements and that, to be in complete compliance, a business owner would need to make \$50,000 to \$60,000 in upgrades. He then expressed concern with how the planned Consolidated Dispatch operations would impact on the City of Portage’s ability to enforce provisions of the International Fire Code.

Councilmember Urban pointed out that the equipment requirements of the 2012 International Fire Code would primarily affect new buildings and that City Council has a say as to when it would affect existing structures. Mr. Agosti replied that, while this was true, it is his belief that established buildings would need to upgrade if structural improvements are made.

Mayor Strazdas emphasized the importance of having a clear and concise policy and to be clear on costs. He continued by stating that a public input process is needed and thanked Councilmember Urban for raising concerns about adopting the 2012 International Fire Code at an earlier City Council Meeting.

City Manager Shaffer assured the City Council that there would be a public input session and that concerns that are expressed would be shared with City Council along with a recommendation. Discussion followed and Mr. Agosti inquired if the proposed changes to the Fire Code could be made available on the Internet. Motion by Urban, seconded by Ansari, to receive the Communication from Mr. Charles Agosti regarding the proposed amendment to the City of Portage Code of Ordinances, Chapter 34, Fire Prevention and Protection, reflecting changes in the 2012 edition of the International Fire Code. Upon a voice vote, motion carried 7 to 0.

#### **UNFINISHED BUSINESS:**

**AUTHORIZATION TO CONDUCT A PUBLIC SESSION(S) TO DISCUSS INTEREST IN EXTENDING LEAF, BRUSH AND SPRING CLEANUP COLLECTION PROGRAMS TO PRIVATE STREETS:** Mayor Strazdas asked City Manager Shaffer to share some information and provide some background on the topic. Mr. Shaffer explained how the topic came about and that the City Attorney has written an opinion indicating there is no legal reason to prevent City Council from moving ahead with offering these services on private streets. Mr. Shaffer continued by stating that he would like to hold a public input session to hear from residents on the matter of expanding these services to private streets and that a report to Council would follow.

Mayor Strazdas discussed a report from City Administration regarding the potential of getting indemnification agreements with residents of streets that may be too narrow or that are not constructed to the same standards as public streets. He continued by stating that liability is a concern so there must be rules in place to protect both residents and the city. Mr. Shaffer emphasized the importance of making sure the program is safe and that proper rules and protocols are established and followed.

Councilmember Urban asked that a financial analysis be conducted that spans more than one year and would like to see an analysis that covers the life of the millage. Councilmember Reid stated that, according to materials provided to City Council on the topic, there is a requirement that individuals who received recycling service on private streets had to sign an indemnification agreement and wondered if that was still the case and how the provision of a service like leaf pickup would be any different. City Manager Shaffer responded that he would research the matter. Discussion followed on the appropriateness of having agreements in place with property owners v. homeowner associations.

Councilmember Randall inquired if there are current public streets in the City that do not measure up to current standards and cited some of the streets near the lakes as examples. Mr. Shaffer responded in the affirmative and confirmed that residents on these streets do receive the services in question. Councilmember Randall followed up and inquired if a fire apparatus would drive down a private street and Mr. Shaffer responded in the affirmative and stated that in an emergency the fire department is not focusing on whether a road is public or private.

Councilmember Ford expressed support for looking closely at the millage and whether it will be sufficient to meet future demand and that he believes, if proper agreements are in place, these services can be expanded to private streets.

Michael Jaeger, 7415 Byrne Court, spoke and shared that he had come prepared to advocate for expansion of the services on private streets but would be supportive of participating in a public input session on the topic. He expressed frustration with the current process for residents of his neighborhood to get leaves removed and shared his desire to see leaf, brush and spring cleanup services expanded on private streets.

James Falahee, 7463 Cottage Oaks, shared his experience with attempting to get these services expanded onto local streets in the past and expressed his support for extending leaf, brush and spring cleanup to private streets.

DRAFT

Councilmember Reid inquired as to the process of changing a private street to a public street and Attorney Brown provided his thoughts on the topic. Discussion followed on this topic along with the provision of city services on future private roads and the need to have a sound policy in place.

Councilmember Randall expressed her strong support for expanding the services especially since property owners on private streets have been paying for these services for years without receiving a benefit. She continued by stating that she would like to make it happen in 2015, provided some history regarding the initial implementation of the program and expressed support for moving forward.

Bob Bodzianowski, 7451 Byrne Court, shared his support for expanding services to private streets especially since they are paying taxes for them.

Mayor Strazdas emphasized that the matter of expanding leaf, brush and spring cleanup services to private streets needs a fair and equitable policy in place that works for the whole city.

Mr. Jaeger spoke with regard to the dedicated millage/fund that is used to pay for leaf, brush and the spring cleanup and likened it to the recycling millage/fund. He stated that the two are very similar and while his neighborhood receives recycling services, it does not receive leaf pickup. He then contrasted these dedicated funds with services provided for by the General Fund and noted snow plowing as an example. Mayor Strazdas stated that he agreed with Mr. Jaeger's logic but wants to make sure there are not lawsuits against the city by expanding services to private streets and that an equitable system for all is established.

Councilmember Reid inquired if all residents on private streets would be notified of the input session and City Manager Shaffer responded that the City has the resources to notify and identify all properties that would be involved and to create notifications.

Motion by Pearson, seconded by Ansari, to accept the communication from the City Manager recommending that City Council authorize the City Administration to conduct a public session(s) to discuss the potential interest in extending leaf, brush and spring cleanup collection programs to private streets in the city with residential property owners and representatives with property interests in city private streets. Upon a roll call vote, motion carried 7 to 0.

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

Portage Historic District Commission of December 3, 2014.

Portage Human Services Board of December 4, 2014.

Portage Youth Advisory Committee of December 8, 2014.

**COUNCIL COMMITTEE REPORTS:** Mayor Pro Tem Pearson stated that the Central County Transportation Authority (CCTA) had not met but that recent minutes from CCTA had been shared with the City Clerk and asked that minutes such as these be included on the agenda and shared with City Council. Mayor Pro Tem Pearson also shared that, following a request from the Mayor, the City Attorney had provided an opinion indicating that the representatives from Portage on the CCTA are not obligated to vote in accordance with the wishes of the City Council. Mayor Strazdas concurred with Mayor Pro Tem Pearson and asked that meeting minutes be shared with City Council similar to minutes from the various boards and commissions.

Councilmember Ford shared that the Environmental Health Advisory Committee had met at the Household Hazardous Waste facility. He stated that there was little discussion at the meeting as it was more of a tour of the facility and deferred to City Administration with regard to Saturday hours at the facility.

**NEW BUSINESS:**

**TOWING CONTRACT REVIEW:** At the request of the Mayor, City Manager Shaffer shared that the city's Towing Contract is up for renewal in March and that he has asked the Department

of Public Safety to conduct a review of the performance of the city's towing contractor as it relates to performance, reliability, consistency of service and charges that have been levied on customers. Mayor Strazdas indicated that it was his understanding that this contract, along with the contract for police vehicle maintenance, was already undergoing routine audits and inquired if this was in fact occurring. He continued by requesting that the City Manager provide an audit schedule which includes these and other routinely monitored contracts. Mr. Shaffer replied that while the Department of Public Safety has been monitoring the towing contract, he would like to understand if the charges that are being levied are consistent with the contract especially since the contract is up for renewal on March 11<sup>th</sup>. City Attorney Brown commented that a monthly disclosure requirement is part of the contract and Councilmember Reid inquired if this audit is a result of any citizen complaints about the services provided under the present towing contract. Mr. Shaffer replied that he has not heard of any resident complaints. Mayor Pro Tem Pearson shared that he has heard from several Kalamazoo County Commissioners who received concerns regarding the company the City contracts with for towing and stated that he looked forward to learning the results of the audit.

Motion by Pearson, seconded by Reid, to authorize the Administration to review the current contract with McDonald's Towing and Rescue, Inc. to ensure contract compliance and quality of service within the past year. Upon a roll call vote, motion carried 7 to 0.

#### **BID TABULATIONS:**

\* **ENGINEERING SERVICES CONTRACT FOR THE PINE VIEW DRIVE SANITARY SEWER PROJECT (BACON AVE. TO CHAUCER STREET):** Motion by Pearson, seconded by Reid, to award an engineering services contract for the Pine View Drive Sanitary Sewer Project (from Bacon Avenue to Chaucer Street) to Midwest Civil Engineers, P.C., of South Haven, Michigan, in the amount not to exceed \$22,250 and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

#### **OTHER CITY MATTERS:**

**STATEMENTS OF CITIZENS:** Mr. Jonathon Peer, 1030 Romence Road, spoke and thanked City Council for his appointment to the Park Board and expressed his regret that he was unable to attend the October Board and Commission interview session.

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER:** Councilmember Reid shared that there are changes in government structure at the state and federal levels and cited the combination of the two largest departments in the State into a single department as an example.

Councilmember Randall shared that the *Portager* was returning to monthly distribution based in large part on the Community Survey in which 84% of residents found the *Portager* valuable. She then reminded residents that Property Assessment Change Notices would be mailed in mid-February and that sign up for Board of Review appointments would begin on March 2<sup>nd</sup>. Councilmember Randall complimented the City Manager and Office of the City Assessor on the tenor of an upcoming *Portager* article regarding property assessments and the Board of Review. Finally, she shared that she, along with the City Manager, Mayor Pro Tem Pearson and Councilmember Ford, attended the Police and Fire holiday party and that it was a great opportunity to interact with public safety employees. She concluded by stating that she has heard a lot of optimism on the direction of the City.

City Manager Shaffer shared that longtime Director of Parks, Recreation and Public Services, Bill Deming, will be retiring in February. He also shared that Mr. Deming had helped to secure funding that would cover 30% to 40% of the costs associated with creating a dog park in the community. He also expressed optimism that additional private funds could be solicited in support of the project.

DRAFT

Mayor Pro Tem Pearson shared his enthusiasm for obtaining private funding in support of creating a dog park and complimented Police and Fire on the overwhelmingly positive feedback they consistently receive in the Community Survey.

Mayor Strazdas recognized and thanked City Staff for their support of a recent food drive in which employees donated food for the Portage Community Center and congratulated the Police on being the department that donated the most. He then shared details about the Committee of the Whole meeting held earlier in the evening.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 9:26 p.m.

---

Adam Herringa, Deputy City Clerk

\*Indicates items included on the Consent Agenda.



**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager

**SUBJECT:** Accounts Payable Register

**SUPPORTING PERSONNEL:** William Furry, Director of Finance

**ACTION RECOMMENDED:** That City Council approve the Accounts Payable Register of February 10, 2015, as presented.

Bi-weekly, the City Council reviews and approves the Accounts Payable Register, including checks issued to vendors and the electronic funds transfer register. Attached please find the Accounts Payable Register for the period January 11, 2015 through January 25, 2015. The time period noted includes \$214,441.59 for electronic transfers and \$859,860.46 for checks issued to vendors for a total of \$1,074,302.05.

**FUNDING:** N/A

**Attachments:** Accounts Payable Register

## CITY OF PORTAGE CHECK REGISTER

Page: 1/3

Check Date From: 1/11/2015 1 TO 1/25/2015 1

Check Date	Check	Vendor Code	Vendor Name	Amount
01/16/2015	3714(A)	0597	ABONMARCHE CONSULTANTS, INC	2,650.98
01/16/2015	3715(A)	0104	ADMIRAL LOCK & KEY SERVICE	109.25
01/16/2015	3716(A)	0114	AMERICAN HYDROGEOLOGY CORP.	1,653.25
01/16/2015	3717(A)	0113	AMERICAN SAFETY & FIRST AID	540.35
01/16/2015	3718(A)	1253	APOLLO FIRE EQUIPMENT COMPANY	5,062.81
01/16/2015	3719(A)	3808	BLUESTONE PSYCH	465.00
01/16/2015	3720(A)	0170	C C G SYSTEMS, INC.	5,000.00
01/16/2015	3721(A)	2690	C D W GOVERNMENT, INC.	187.40
01/16/2015	3722(A)	3556	C M P DISTRIBUTORS, INC.	2,625.00
01/16/2015	3723(A)	1647	CARRIER & GABLE	18,350.60
01/16/2015	3724(A)	0191	CONTINENTAL LINEN SERVICES	53.23
01/16/2015	3725(A)	2511	DIVE RESCUE INTERNATIONAL INC	64.76
01/16/2015	3726(A)	2973	ENGINEERED PROTECTION SYSTEMS, INC.	667.51
01/16/2015	3727(A)	4507	FURRY, WILLIAM	199.26
01/16/2015	3728(A)	4891	GLOBAL TELEMATIC SOLUTIONS LLC	800.00
01/16/2015	3729(A)	0063	INDUSCO SUPPLY CO., INC.	82.23
01/16/2015	3730(A)	3783	KEHOE, EDWARD J	370.00
01/16/2015	3731(A)	3775	MATERIALS RESOURCES	141.38
01/16/2015	3732(A)	4746	MAURER'S TEXTILE RENTAL SERVICES	415.40
01/16/2015	3733(A)	4724	MEJEUR ELECTRIC LLC	827.00
01/16/2015	3734(A)	4828	PECKELS, CHRISTINE	235.00
01/16/2015	3735(A)	2584	PRECISION PRINTER SERVICES INC	222.88
01/16/2015	3736(A)	4386	RIETH-RILEY CONSTRUCTION CO., INC	1,431.00
01/16/2015	3737(A)	0339	ROAD EQUIPMENT PARTS CENTER	1,108.44
01/16/2015	3738(A)	3481	S B F ENTERPRISES, INC.	917.25
01/16/2015	3739(A)	1505	SNELL, DEBRA	144.00
01/16/2015	3740(A)	4609	UNITED WATER ENVIRONMENTAL SERVICES	167,775.40
01/16/2015	3741(A)	0699	W W GRAINGER INC	101.00
01/16/2015	3742(A)	0425	WIGHTMAN & ASSOCIATES, INC.	2,241.21
			<b>SUBTOTAL:</b>	<b>29 CHECKS</b>
				<b>214,441.59</b>
01/16/2015	292085	0773	AMERICAN WATER WORKS ASSOC.	356.00
01/16/2015	292086	0849	AT&T	13,061.41
01/16/2015	292087	2689	B & H FOTO & ELECTRONICS CORP.	20.77
01/16/2015	292088	999999	BEATON, IAN	44.00
01/16/2015	292089	2312	BOLLINGER INSURANCE	300.00
01/16/2015	292090	4125	BORGESS CORPFIT	250.00
01/16/2015	292091	0151	BORGESS HEALTH ALLIANCE	397.85
01/16/2015	292092	4729	BREAD OF LIFE, LLC	69.99
01/16/2015	292093	4813	BRONSON HEALTHCARE GROUP	200.00
01/16/2015	292094	2677	BROWNELL'S INCORPORATED	130.46
01/16/2015	292095	4645	BRUCE'S TRUCK & AUTO ACCESSORIES	1,285.00
01/16/2015	292096	0068	BYHOLT INC.	1,056.91
01/16/2015	292097	2887	C B C INNOVIS INC	10.30
01/16/2015	292098	1795	CANTEEN SERVICES	111.00
01/16/2015	292099	0168	CARLETON EQUIPMENT CO.	20,325.00
01/16/2015	292100	4858	CENTER FOR PUBLIC SAFETY EXCELLENCE	1,300.00
01/16/2015	292101	3080	CHARTER COMMUNICATIONS	104.02
01/16/2015	292102	1560	CITY OF KALAMAZOO (PUBLIC SAF)	3,000.00
01/16/2015	292103	4649	CITY OF KALAMAZOO (TRANS MILLAGE)	118.53
01/16/2015	292104	0540	CITY OF KALAMAZOO TREASURER	215,434.74
01/16/2015	292105	0743	CONSUMERS ENERGY	40,844.48
01/16/2015	292106	0189	CONSUMERS ENERGY-BILL PMT CNT	70,699.23
01/16/2015	292107	2019	DAN WOOD COMPANY	128.00
01/16/2015	292108	999999	DEAL, RALPH	124.14
01/16/2015	292109	0209	DEHAAN HEATING	1,980.00
01/16/2015	292110	3277	DRIESENGA & ASSOCIATES, INC.	40,729.10
01/16/2015	292111	2948	EMERGENCY VEHICLE PRODUCTS	15,285.93
01/16/2015	292112	0532	ENDERICH, RYAN	375.00
01/16/2015	292113	999999	ERB, GREG	514.25
01/16/2015	292114	4189	EXTREME POWER EQUIPMENT, INC.	10,436.62

## CITY OF PORTAGE CHECK REGISTER

Page: 2/3

Check Date From: 1/11/2015 1 TO 1/25/2015 1

Check Date	Check	Vendor Code	Vendor Name	Amount
01/16/2015	292115	1385	FAIR HOUSING CENTER OF SW MICHIGAN	1,000.00
01/16/2015	292116	5058	FARRELL AUDIO VIDEO LLC	1,521.10
01/16/2015	292117	0690	FAWLEY OVERHEAD DOOR, INC.	292.00
01/16/2015	292118	0025	GALL'S, AN ARAMARK COMPANY	56.95
01/16/2015	292119	0502	GORDON FOOD SERVICE	215.25
01/16/2015	292120	0517	GORDON WATER SYSTEMS	152.00
01/16/2015	292121	2967	GORNO FORD	29,611.00
01/16/2015	292122	0598	GRIFFIN PEST SOLUTIONS, INC.	68.00
01/16/2015	292123	4781	HALT FIRE, INC.	2,744.68
01/16/2015	292124	2898	HOCKEY SERVICES	91.20
01/16/2015	292125	0691	HOME DEPOT	714.91
01/16/2015	292126	4424	HYDRODYNAMICS, INC	6,440.00
01/16/2015	292127	999999	INSTITUTE OF TRANSPORTATION	250.50
01/16/2015	292128	1048	INT'L PERSONNEL MGMNT ASSOC	1,759.28
01/16/2015	292129	3244	INTERNATIONAL CODE COUNCIL, INC	125.00
01/16/2015	292130	999999	ISTOCK	325.00
01/16/2015	292131	4693	JAYBEE SIGNS	400.00
01/16/2015	292132	4682	JOHANNA THOMPSON	858.40
01/16/2015	292133	3201	JONS TO GO PORTABLE RESTROOM	390.00
01/16/2015	292134	1036	KAL COUNTY FIRE CHIEFS ASSOC.	780.00
01/16/2015	292135	1036	KAL COUNTY FIRE CHIEFS ASSOC.	40.00
01/16/2015	292136	4427	KAL-CREEK APPRAISERS, L.C.	1,250.00
01/16/2015	292137	0090	KALAMAZOO LANDSCAPE SUPPLIES	660.00
01/16/2015	292138	4511	KALAMAZOO OIL COMPANY	106.42
01/16/2015	292139	0532	KEALA, TRICIA	212.86
01/16/2015	292140	3805	KLOSTERMAN DISTRIBUTING	405.46
01/16/2015	292141	2546	KOTECKI, CHRISTOPHER	450.00
01/16/2015	292142	4838	LACOSTA FACILITY SUPPORT SERVICES	54.17
01/16/2015	292143	1093	LANGUAGE LINE, INC	35.00
01/16/2015	292144	2124	MARTIN SPRING & DRIVE, INC.	1,228.18
01/16/2015	292145	999999	MCCLAY, JOHN	44.00
01/16/2015	292146	0728	MCDONALD'S TOWING & RESCUE, INC.	265.00
01/16/2015	292147	0256	MCNALLY ELEVATOR CO.	116.10
01/16/2015	292148	5027	MEEKHOF TIRE SALES & SERVICE INC.	2,213.23
01/16/2015	292149	0258	MENARDS, INC	349.00
01/16/2015	292150	4777	MICH MUNICIPAL POLICE & FIRE REPAIR	565.82
01/16/2015	292151	4757	MICHIGAN ASSOC OF MUNICIPAL CLERKS	100.00
01/16/2015	292152	0279	MISS DIG SYSTEM, INC.	1,326.55
01/16/2015	292153	0089	MLIVE MEDIA GROUP	166.08
01/16/2015	292154	4476	MML UNEMPLOYMENT FUND	675.64
01/16/2015	292155	2251	MODERN SEWER, DRAIN & PLUMBING	50.00
01/16/2015	292156	999999	MTA	1,139.40
01/16/2015	292157	0286	MULDERS LANDSCAPE SUPPLIES INC	17,518.00
01/16/2015	292158	4351	NEW FRESH CLEANING SERVICE	1,380.00
01/16/2015	292159	1154	NEW WORLD SYSTEMS	4,806.92
01/16/2015	292160	0299	NYE UNIFORMS	237.47
01/16/2015	292161	5032	O'REILLY AUTO PARTS	61.02
01/16/2015	292162	1721	OFFICE DEPOT, INC.	840.20
01/16/2015	292163	5019	OMM ENGINEERING, INC.	7,948.88
01/16/2015	292164	4852	PCM SALES, INC.	40,280.43
01/16/2015	292165	1231	PEERLESS-MIDWEST, INC.	15,850.00
01/16/2015	292166	0610	PETTY CASH-FIRE	121.89
01/16/2015	292167	0890	PETTY CASH-POLICE DEPT.	209.13
01/16/2015	292168	4157	POLDERMAN'S FLOWER SHOP	45.00
01/16/2015	292169	1415	PORTAGE CLEANERS & LAUNDRY	2,495.55
01/16/2015	292170	4052	PREMIER TRUCK SALES & RENTAL, INC.	69,250.00
01/16/2015	292171	3139	QUADRANT II MARKETING, LLC	1,968.40
01/16/2015	292172	0327	RATHCO SAFETY SUPPLY, INC.	1,633.90
01/16/2015	292173	4527	REFRIGERATION SERVICES	1,879.09
01/16/2015	292174	4686	RENEWED EARTH, INC.	7,916.66
01/16/2015	292175	3442	RENTALEX OF MICHIGAN, INC.	266.50
01/16/2015	292176	4443	REPUBLIC SERVICES OF WEST MICHIGAN	44,276.74
01/16/2015	292177	4846	RESTORATIVE LAKE SCIENCES, LLC	1,500.00

CITY OF PORTAGE CHECK REGISTER

Check Date From: 1/11/2015 1 TO 1/25/2015 1

Check Date	Check	Vendor Code	Vendor Name	Amount
01/16/2015	292178	0532	RICK NASON	250.00
01/16/2015	292179	0438	RIDGE AUTO NAPA	2,428.05
01/16/2015	292180	0344	ROOT SPRING SCRAPER CO.	4,165.00
01/16/2015	292181	0346	ROWLEY BROTHERS, INC.	1,752.52
01/16/2015	292182	999999	RUSH, JOHN	44.00
01/16/2015	292183	1372	S & T LAWN SERVICE	8,327.00
01/16/2015	292184	999999	SCOTT ALLEN JOHNSON	180.00
01/16/2015	292185	999999	SCOTT ALLEN JOHNSON	180.00
01/16/2015	292186	0353	SEVERANCE ELECTRIC COMPANY, INC	15,935.19
01/16/2015	292187	0356	SHERWIN WILLIAMS	518.36
01/16/2015	292188	1727	SHORELINE TOURS & TRAVEL	4,228.12
01/16/2015	292189	1423	SOIL & MATERIALS ENGINEERS, INC	2,388.21
01/16/2015	292190	0368	STATE OF MICHIGAN (DOT)	61,859.72
01/16/2015	292191	0369	STATE SYSTEMS RADIO, INC	711.50
01/16/2015	292192	4841	SUCCESS COMMUNICATIONS, INC.	499.00
01/16/2015	292193	4841	SUCCESS COMMUNICATIONS, INC.	259.00
01/16/2015	292194	4539	T D S METROCOM, LLC	3,193.91
01/16/2015	292195	3665	T-MOBILE USA INC	29.99
01/16/2015	292196	2220	TOO CLEAN JANITORIAL	45.00
01/16/2015	292197	2817	TRACTOR SUPPLY CORP.	259.77
01/16/2015	292198	3497	U S BANK	600.00
01/16/2015	292199	0545	UNITED PARCEL SERVICE	14.30
01/16/2015	292200	4653	VERIZON WIRELESS SERVICES, LLC	2,192.15
01/16/2015	292201	4594	VOLOGY DATA SYSTEMS	222.04
01/16/2015	292202	3061	WINDEMULLER ELECTRIC, INC.	19,847.64
01/16/2015	292203	4945	WINTER EQUIPMENT COMPANY, INC.	516.06
01/16/2015	292204	1089	WOLVERINE LAWN SERVICE, INC.	720.72
01/16/2015	292205	2684	XEROX CORPORATION	615.66
01/16/2015	292206	3820	Z G H DESIGN INC.	235.50
01/16/2015	292207	999999	7TH DISTRICT COURT	200.00
01/16/2015	292208	4607	A-1 ASPHALT SEALING & REPAIR, INC.	4,600.00
01/16/2015	292209	0108	ALL-PHASE ELECTRIC SUPPLY CO.	297.78
01/16/2015	292210	0533	ALLEGRA PRINT & IMAGING	757.15
01/16/2015	292211	5058	FARRELL AUDIO VIDEO LLC	1,033.45
01/19/2015	292212	5058	FARRELL AUDIO VIDEO LLC	2,026.98
01/22/2015	292213	4682	JOHANNA THOMPSON	300.00

**SUBTOTAL: 129 CHECKS 859,860.46**

**TOTAL: 158 CHECKS 1,074,302.05**

\*\* (A) DENOTES ACH PAYMENTS

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** West Osterhout Avenue Sanitary Sewer Project #414-S

**SUPPORTING PERSONNEL:** James Hudson, City Clerk

**ACTION RECOMMENDED:** That City Council adopt Resolution No. 5 for the West Osterhout Avenue Sanitary Sewer Project #414-S, confirming the Special Assessment Roll.

Attached is Special Assessment Resolution No. 5 for the West Osterhout Sanitary Sewer Project #414-S. Previous Council action relating to this project includes:

- On December 2, 2014, City Council adopted Resolution No. 1 on the project, accepted the City Manager report and requested preparation of Resolution No. 2.
- On December 16, 2014, City Council adopted Resolution No. 2, setting a public hearing of necessity on January 6, 2015.
- On January 6, 2015, City Council adopted Resolution No. 3, on the necessity of the project, directing preparation of the Assessment Roll.
- On January 20, 2015, City Council adopted Resolution No. 4, setting a public hearing on the Assessment Roll for February 10, 2015.

Therefore, it is recommended that City Council adopt Resolution No. 5 for the West Osterhout Sanitary Sewer Project #414-S, confirming the Special Assessment Roll.

**FUNDING:** The improvements are funded in the Fiscal Year 2014 – 2015 Capital Improvement Program by the utilization of special assessment bonds, city-share bonds and revenue bonds as appropriate.

**Attachments:** Resolution No. 5 for West Osterhout Avenue Sanitary Sewer Project #414-S

**CITY OF PORTAGE  
SPECIAL ASSESSMENT RESOLUTION NO. 5  
WEST OSTERHOUT AVENUE SANITARY SEWER, DISTRICT #414-S**

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan held at the City Hall in said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 at 7:30 p.m., local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by:

Councilmember: \_\_\_\_\_, and seconded by:

Councilmember: \_\_\_\_\_.

WHEREAS, the City Council of the City of Portage, Kalamazoo County, Michigan, after due and legal notice has reviewed the Special Assessment Roll No. 414-S prepared for the purpose of defraying the costs of the following described public improvement:

Install approximately 1,600 feet of sanitary sewer and appurtenances in West Osterhout Avenue from Lloy Street to South Westnedge Avenue to serve existing properties on this section of West Osterhout Avenue. Sewer services will be installed to abutting properties and are included in the assessment. The expected life of said improvement is 20 years

WHEREAS, the cost of said improvement is \$680,000.00, the share of the Special Assessment District is \$49,505.54, and the share of the City-at-Large is \$630,494.46.

WHEREAS, the City Council deems said Special Assessment Roll to be fair and equitable, and the assessments recorded therein to be in proportion to the benefits derived or to be derived;

NOW THEREFORE, BE IT RESOLVED:

1. That the City's share of said improvement, in the amount of \$630,494.46, is hereby confirmed and payment of the same shall be determined at a later date.

2. That said Special Assessment Roll No. 414-S in the amount of \$680,000.00, as prepared, filed and presented to the City Council, may be and the same hereby is confirmed.

3. That said Special Assessment Roll shall be divided into twenty (20) equal installments, the first installment to be due August 1, 2015 to August 31, 2015, inclusive. The remaining nineteen (19) installments, with accrued interest thereon, shall be due and payable August 1<sup>st</sup> to August 31<sup>st</sup> each year thereafter and shall be spread upon the City tax roll for the year in which the same becomes due and payable. No interest shall be charged on the first installment or on the total amount if paid in full by August 31, 2015. On September 1, 2015, interest at a rate no to exceed one percent (1%) above the average interest cost on the bonds sold to finance the improvements shall begin on the deferred installments and any unpaid balance of the first installment.

4. The assessments made in said Special Assessment Roll are hereby ordered and directed to be collected and the City Clerk shall deliver said Special Assessment Roll to the City Treasurer with his warrant attached commanding the Treasurer to collect the assessments therein in accordance with the direction of this resolution with respect thereto, and the Treasurer is directed to collect the amounts assessed as the same become due.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

YEAS: Councilmember: \_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED:

\_\_\_\_\_  
James R. Hudson  
City Clerk

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF KALAMAZOO    )

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James R. Hudson  
City Clerk

PREPARED BY:  
Randall L. Brown  
Portage City Attorney  
1662 East Centre Avenue  
Portage, Michigan 49002

Approved as to Form:  
Date: 1/29/15  
By: [Signature]  
City Attorney

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Pine View Drive Sanitary Sewer Project #415-S

**SUPPORTING PERSONNEL:** James Hudson, City Clerk

**ACTION RECOMMENDED:** That City Council adopt Resolution No. 5 for the Pine View Drive Sanitary Sewer Project #415-S, confirming the Special Assessment Roll.

Attached is Special Assessment Resolution No. 5 for the Pine View Sanitary Sewer Project #415-S. Previous Council action relating to this project includes:

- On December 2, 2014, City Council adopted Resolution No. 1 on the project, accepted the City Manager report and requested preparation of Resolution No. 2.
- On December 16, 2014, City Council adopted Resolution No. 2, setting a public hearing of necessity on January 6, 2015.
- On January 6, 2015, City Council adopted Resolution No. 3, on the necessity of the project, directing preparation of the Assessment Roll.
- On January 20, 2015, City Council adopted Resolution No. 4, setting a public hearing on the Assessment Roll for February 10, 2015.

Therefore, it is recommended that City Council adopt Resolution No. 5 for the Pine View Sanitary Sewer Project #415-S, confirming the Special Assessment Roll.

**FUNDING:** The improvements are funded in the Fiscal Year 2014 – 2015 Capital Improvement Program by the utilization of special assessment bonds, city-share bonds and revenue bonds as appropriate.

**Attachments:** Resolution No. 5 for Pine View Drive Sanitary Sewer Project #415-S

**CITY OF PORTAGE  
SPECIAL ASSESSMENT RESOLUTION NO. 5  
PINE VIEW DRIVE SANITARY SEWER, DISTRICT #415-S**

At a regular meeting of the Council of the City of Portage, Kalamazoo County, Michigan held at the City Hall in said City on the \_\_\_\_ day of \_\_\_\_\_, 2015 at 7:30 p.m., local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by:

Councilmember: \_\_\_\_\_, and seconded by:

Councilmember: \_\_\_\_\_.

WHEREAS, the City Council of the City of Portage, Kalamazoo County, Michigan, after due and legal notice has reviewed the Special Assessment Roll No. 415-S prepared for the purpose of defraying the costs of the following described public improvement:

Install approximately 1,100 feet of sanitary sewer and appurtenances in Pine View Drive from Bacon Avenue to Chaucer Street to serve existing properties on Pine View Drive. Sewer services will be installed to abutting properties and are included in the assessment. The expected life of said improvement is 20 years

WHEREAS, the cost of said improvement is \$300,000.00, the share of the Special Assessment District is \$49,505.54, and the share of the City-at-Large is \$250,494.46.

WHEREAS, the City Council deems said Special Assessment Roll to be fair and equitable, and the assessments recorded therein to be in proportion to the benefits derived or to be derived;

NOW THEREFORE, BE IT RESOLVED:

1. That the City's share of said improvement, in the amount of \$250,494.46, is hereby confirmed and payment of the same shall be determined at a later date.

2. That said Special Assessment Roll No. 415-S in the amount of \$300,000.00, as prepared, filed and presented to the City Council, may be and the same hereby is confirmed.

3. That said Special Assessment Roll shall be divided into twenty (20) equal installments, the first installment to be due August 1, 2015 to August 31, 2015, inclusive. The

remaining nineteen (19) installments, with accrued interest thereon, shall be due and payable August 1<sup>st</sup> to August 31<sup>st</sup> each year thereafter and shall be spread upon the City tax roll for the year in which the same becomes due and payable. No interest shall be charged on the first installment or on the total amount if paid in full by August 31, 2015. On September 1, 2015, interest at a rate no to exceed one percent (1%) above the average interest cost on the bonds sold to finance the improvements shall begin on the deferred installments and any unpaid balance of the first installment.

4. The assessments made in said Special Assessment Roll are hereby ordered and directed to be collected and the City Clerk shall deliver said Special Assessment Roll to the City Treasurer with his warrant attached commanding the Treasurer to collect the assessments therein in accordance with the direction of this resolution with respect thereto, and the Treasurer is directed to collect the amounts assessed as the same become due.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

YEAS: Councilmember: \_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED:

\_\_\_\_\_  
James R. Hudson  
City Clerk

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF KALAMAZOO    )

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my official signature this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James R. Hudson  
City Clerk

PREPARED BY:  
Randall L. Brown  
Portage City Attorney  
1662 East Centre Avenue  
Portage, Michigan 49002

Approved as to Form:  
Date: 11/29/15  
By: [Signature]  
City Attorney

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Director of Public Services Appointment

**SUPPORTING PERSONNEL:** Rob Boulis, Deputy City Manager

**ACTION RECOMMENDED:** That City Council confirm the appointment of Rodney Russell as the Director of Public Services, effective February 11, 2015.

In October 2014, Director of Parks, Recreation & Public Services, Bill Deming, announced plans for his retirement from the City of Portage in February 2015. Mr. Deming has been a city employee for more than thirty-four (34) years. In 2012, given Mr. Deming's unique background and abilities, the city had the opportunity to consolidate the Parks and Streets departments, creating the Department of Parks, Recreation & Public Services. With Mr. Deming's retirement and after careful consideration, the decision has been made to divide the operation into a parks, recreation / cultural division that includes the Senior Center (Parks, Recreation and Senior Citizen Services Department) and a streets / equipment division (Department of Public Services). Parks maintenance shall continue to be facilitated under the Department of Public Services. I believe distributing the existing department into more defined fields will ensure that both important functions receive the highest priority.

Following the recruitment effort and interviews with both internal and external candidates, I am pleased to recommend the appointment of Rodney Russell, currently the Deputy Director of Fleet and Facilities, to the position of Director of Public Services for the City of Portage, effective February 11, 2015. Mr. Russell has a Bachelor of Science in Business Administration from Trinity College University. He began employment with the city in January 2010 and has over 30 years of experience in design, quality, operations and program management related to commercial vehicles and equipment. He receives my full support as the city continues to move forward.

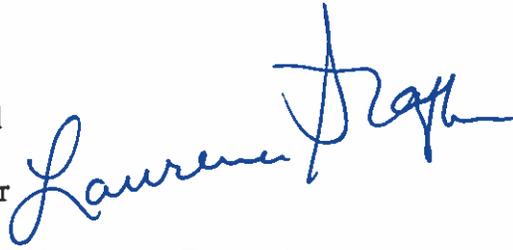
Consistent with the City Charter, Section 6.3 "City Manager" subsection B.2, which states, "*The City Manager shall Appoint such of the administrative officers, subject to confirmation by the Council, as are not required by this Charter to be appointed by the Council,*" it is recommended that City Council confirm the appointment of Rodney Russell as the Director of Public Services, to be effective February 11, 2015.

**FUNDING:** Funding of the position of Director is included as part of the FY 2014-2015 Parks, Recreation & Public Services Department budget.

**Attachments:** N/A

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** ADP Payroll Services Pricing Agreement Renewal

**SUPPORTING PERSONNEL:** Devin Mackinder,  
Director of Technology Services & Community Marketing

**ACTION RECOMMENDED:** That City Council approve the three-year pricing renewal agreement with ADP, Incorporated to perform payroll services on behalf of the City of Portage at a cost of \$27,375.47 for the first and second year and a cost of \$27,922.97 for the third year, and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The city has used ADP, Incorporated payroll management services and software since 2004 as a result of an extensive payroll evaluation process. ADP was found to offer the most complete range of service options at the lowest price. In November 2011, Council approved a three-year pricing agreement renewal with ADP in the approximate annual amount of \$30,000 which is set to expire on February 2015.

The city has negotiated a favorable three-year pricing renewal agreement with ADP for the continuation of payroll management services and software for \$27,375.47 for the first and second year of the agreement and \$27,922.97 for the third year of the agreement. ADP continues to provide dependable and efficient payroll management services to the city and this renewal agreement provides the same approximate annual cost comparative to the previous three-year pricing agreement.

Therefore, it is recommended that Council accept a three-year pricing renewal agreement with ADP to perform payroll services on behalf of the City of Portage at a cost of \$27,375.47 for the first and second year, a cost of \$27,922.97 for the third year and authorize the City Manager to execute all documents related to the contract on behalf of the city.

**FUNDING:** Funds have been allocated in the Finance Department operating accounts for the remainder of the FY 2014-15 budget, with the balance to be programmed in future General Fund budgets.

**Attachments:** None

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Annual Microsoft Licensing Renewals

**SUPPORTING PERSONNEL:** Devin Mackinder,  
Director of Technology Services & Community Marketing

**ACTION RECOMMENDED:** That City Council approve the annual Microsoft licensing renewals with CDW-G at a total cost of \$50,388.13 and authorize the City Manager to execute all documents related to this action on behalf of the city.

The server migration and virtualization project completed in December 2013 included the migration from a Novell environment to a Microsoft environment. The project encompassed city operating systems and email services. Annual renewals of the Microsoft software licenses is required.

The city solicited quotes from several authorized Microsoft licensing retailers, with the lowest quote submitted by CDW-G in the amount of \$50,388.13. The CDW-G pricing is provided through the National Intergovernmental Purchasing Alliance cooperative purchasing program with an additional promotional discount provided by CDW-G. Furthermore, several benefits are extended to the city through this program, such as one fully bundled licensing service agreement for all Microsoft products used by the city, license upgrades at no additional cost and software assurance customer service.

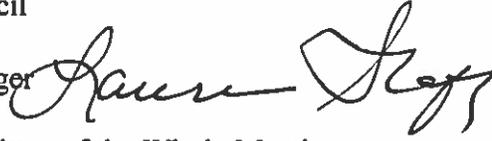
It is recommended that City Council approve the annual Microsoft licensing renewal through CDW-G in the amount of \$50,388.13 and authorize the City Manager to execute all documents related to this action on behalf of the city.

**FUNDING:** Funds are budgeted and available in the Fiscal Year 2014-15 Technology Services operating budget for this purpose.

**Attachments:** None

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** February 24, 2015 Committee of the Whole Meeting

**SUPPORTING PERSONNEL:** James Hudson, City Clerk

**ACTION RECOMMENDED:** That City Council set a Committee of the Whole (COW) Meeting for Tuesday, February 24, 2015, at 6:00 p.m. in Conference Room No. 1 to discuss enriching culture and increasing community engagement.

Following the City Council Goal Setting Session on December 15, 2014, City Council decided to hold Committee of the Whole meetings prior to each Regular City Council Meeting. Based on a review of the items listed as "Strategic Priorities" from the Council Goal Session, it is recommended that City Council set a Committee of the Whole Meeting for Tuesday, February 24, 2015, at 6:00 p.m. in Conference Room No. 1 to discuss enriching culture and increasing community engagement.

**FUNDING:** N/A

**Attachments:** N/A

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Audit – City Towing and Impound Contract

**SUPPORTING PERSONNEL:** Richard J. White, Director of Public Safety – Police/Fire Chief

**ACTION RECOMMENDED:** Information Only

As requested during the January 20, 2015 City Council meeting, an audit was conducted of the city's towing contract dated March 11, 2014 with McDonald's Towing and Rescue, Inc. Police Division staff collected data from the Public Safety Records Management System to determine the number of times that a request was made for towing services by our department. An entry is made into this system identifying the date, time, and location of the request. The arrival time of the wrecker is also documented.

Staff compared the invoices submitted by the vendor pursuant to the contract with the data from the records management system to ensure that no non-confirming bills were held back. The examination of these invoices demonstrated that the vendor was strictly in compliance with Section 3.1.5 of the contract.

Section 3 of the contract requires the vendor to provide towing, storage, and safekeeping services seven days a week, twenty-four hours a day. The storage facility must be within fifteen miles of the corporate city limits of Portage and provide adequate security to prevent theft and vandalism. This is a significant section of the contract, as the Department of Public Safety likewise operates seven days a week, twenty-four hours a day. During the last two decades, the current vendor has fully meet these requirements.

Additionally, the contract specifies that response to police department requests should be made within 30 minutes. A review of 999 requests for towing services made by our department reflects a compliance rate of ninety-nine percent (99%). The one percent (1%) of tows outside of their requirement were reported to the vendor, who took corrective action to reduce these incidents. The contract allows the city to contact another provider if the 30-minute requirement cannot be met.

All other requirements of the contract were reviewed and found to be in compliance. Portage Department of Public Safety staff conduct audits of each contract that is in effect. This is true of the towing contract also. It should be noted that, previously, the Portage City Attorney offered an opinion when the contract rate for services was in effect. Dated December 31, 2009, our attorney opines, "Section 6.2 [of the contract] simply provides a method by which a contract can be received directly from the owner or operator then it must be in conformance with the rates and changes established under the contract. However, payment made by a third party, such as an insurance provider of AAA, is outside the scope of the contract."

Also, as requested, the Kalamazoo Corporate Attorney, Mr. Canny, was contacted regarding the multi-vehicle crash on I-94, east of Portage. He was of the opinion that contract rates did not apply to this incident.

Police department staff selected a sampling of invoices presented by our towing vendor pursuant to contract and made telephone contact with the recipient of the service invoiced. These contacts firmly established that the invoices were accurate and were consistent with contract rates. One of the parties contacted had no contact with police and was found by our vendor to have lost control of his vehicle on an icy road and slid off of the paved portion of the roadway. As this was not a police request for service the vendor would have been free to charge “market rates” rather than agreed upon contractual rates. The vendor chose to call Public Safety Communications identifying the tow as if it were a requested tow and the contract rate was charged.

For almost the last 27 years, McDonald's Towing has been the contract towing vendor for the City of Portage. During this time, they have met or surpassed every specification of the agreement.

**FUNDING:** N/A

**Attachments:** Contract Agreement Between City of Portage and McDonald’s Towing and Rescue, Inc. for Towing and Impound Lot Services



CONTRACT AGREEMENT

BETWEEN

CITY OF PORTAGE

AND

MCDONALD'S TOWING AND RESCUE, INC.

FOR

TOWING AND IMPOUND LOT SERVICES

**CITY OF PORTAGE**  
**CONTRACT**

THIS CONTRACT made the 11<sup>th</sup> day of March 2014, by and between McDonald's Towing and Rescue, Inc., 2975 Interstate Parkway, Kalamazoo, Michigan 49048, hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Towing and Impound Lot Services all in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's bid and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the 6th day of March, 2014 as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

**ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS**

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Notice to Bidders
3. Instructions to Bidders
4. Definition of Terms
5. Specifications
6. Bidder Information Sheet
7. Contractor's Proposal (or bid)

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

Witness:

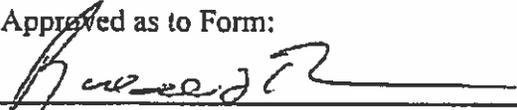
\_\_\_\_\_

Print name and Title

Witness:

Erica Eklaw

Approved as to Form:

  
Randall L. Brown, Portage City Attorney

MCDONALD'S TOWING AND RESCUE, INC.

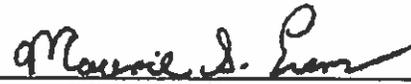
By:

  
Signature

\_\_\_\_\_  
Craig McDonald, President

CITY OF PORTAGE

By:

  
Maurice S. Evans, City Manager

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. If the contractor is a corporation, the following certificate must be executed:

I, Craig McDonald, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a  
corporation in good standing in the State of Michigan and has authority  
print or type name of state  
to transact business in the State of Michigan. I certify that the contract between the City of Portage  
and McDonald's Towing and Rescue, Inc., Inc. was validly executed on behalf of the  
print or type name of corporation  
corporation by Craig McDonald who was then the President  
print or type name print or type name of title  
of said corporation and has the authority to bind the corporation to the contractual agreements  
pursuant to the authority of its governing body and by-laws and is within the scope of its corporate  
powers.

McDonald's Towing and Rescue Inc.  
Print or type name of corporation

Dated: MARCH 7, 2014 By: Craig McDonald  
Its: President, Secretary, and Treasurer

B. If contractor is an LLC, the following certificate must be executed:

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good  
standing in the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. I certify that the contract between the City  
of Portage and \_\_\_\_\_ LLC was validly executed on behalf  
print or type name of LLC  
of the LLC by \_\_\_\_\_ who was then a member of said  
print or type name  
LLC and has the authority to bind the LLC to contractual agreements and that such contract is  
within the scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the  
print or type name  
owner/partner of the company named as Contractor in the contract and that I have the authority to bind \_\_\_\_\_, to contractual  
print or type name of business (insert d/b/a if one exists)  
agreements.

\_\_\_\_\_  
Print or type name of company/DBA

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Notes to Certificate:**

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

March 4, 2014

City of Portage  
Purchasing Department  
7900 S. Westnedge Avenue  
Portage, MI 49002

Dear Ladies and Gentlemen,

The following is our bid submission and other information we think is crucial for the "Sealed bid; Towing and Impound Lot Services."

We have to the best of our ability covered all insurance qualifications, specifications, information sheet, invoicing, impound lot, general provisions, and bid requirements. We agree to all terms, and conditions of the bid and addendum's. Also, please find all documents and/or all attachments needed for approval of the bid and addendum's.

McDonald's Towing currently uses a MDT tracking system (Tracker Management) and will continue the use of this MDT tracking system with Portage Public Safety if we are awarded the contract. McDonald's Towing is currently working on the latest in dispatch tracking capability for a towing service with Mobile Data Terminals and Global Positioning System units on all vehicles.

McDonald's Towing believes it can offer more vehicles (wreckers and rollbacks) to legally tow any vehicle requested under this contract and to meet Local, State, and Federal guidelines, and have continually invested in meeting these guidelines by replacing, and updating equipment to meet those requirements. Most light duty tow trucks are overweight while towing even the smallest vehicle. Due to Local, State, and Federal requirements we have selected as an industry standard to purchase a medium duty type vehicle to ensure our towing operations are within these guidelines. Most older, and smaller GVW trucks will not meet these requirements. McDonald's Towing facilities are located at 2975 Interstate Pkwy, and 235 W. Mosel Ave.

We look forward to serving the City of Portage and the citizens of Portage.

Sincerely,



Craig S. McDonald, President  
McDonald's Towing and Rescue, Inc.

Enc.  
CSM/psr



Department of Finance and Purchasing

ADDENDUM #1  
TOWING & IMPOUND LOT SERVICES  
FEBRUARY 5, 2014

The following statement is added to section 1.5.5 – Additional Insured:

*The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.*

Bidders must sign the acknowledgement below and return this form with their bid.

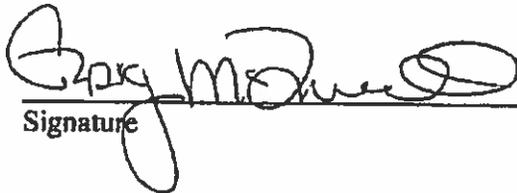
All remaining specifications are unchanged. Bids remain due by 3:00 p.m., Thursday, February 13, 2014.

If you have any questions regarding purchasing procedures or scope of work, please contact Judy Johnson, Purchasing manager, at (269) 324-9284.

I acknowledge receipt of Addendum #1 dated February 5, 2014.

Bidder's Name:

McDonald's Towing & Recovery Inc.



Signature



Department of Finance and Purchasing

TOWING & IMPOUND LOT SERVICES  
REQUEST FOR BIDS – ADDENDUM #2  
FEBRUARY 10, 2014

The bid date and time for receipt of bids for Towing & Impound Lot Services has been postponed. An additional addendum shall be forthcoming.

*The revised bid date and time is 3:00 p.m., Thursday, February 20, 2014.*

If you have any questions regarding purchasing procedures to scope of work, please contact Judy Johnson, Purchasing Manager at (269) 324-9284.

TOWING & IMPOUND LOT SERVICES  
REQUEST FOR BIDS – ADDENDUM #3  
FEBRUARY 19, 2014

Addendum #3 is issued to modify certain specification sections and clarification responses to questions from prospective bidders.

---

The following specification sections have been changed. New language is in *italics*.  
Language removed is ~~crossed-out~~.

Section 2.11 *“Adequate Assurance of Payment” is the securing of means by which payment shall be satisfied for services performed, including but not limited to cash, credit card, approved insurance coverage, and third party billing.*

Section 2.12 *“Estimated Yearly Quantity” shall be defined as the quantity of services provided by the contractor under the contract terms. Wrecker service calls requested by Public Safety personnel that do not fall under the contract are not reflected in the estimated average yearly quantity. The estimated quantities of service that fall under the terms of the contract are not guaranteed and are for comparison of bid purposes only – actual service levels will vary. During the period June 2011 through October 2013, 2,123 calls for service were made by Public Safety, 1,985 of which were invoiced under the current contract.*

Section 3.2.1. The City approved contract rates shall apply for all City requested services when billing vehicle owner, operator or lien holder directly. If the owner chooses another method of payment (such as through insurance or through third party billing by a repair or body shop), City contract rates ~~may~~ do not apply.

Section 3.3.3. The Contractor shall provide the owner/operator/lien holder an itemized invoice of all Public Safety requested wrecker services and charges incurred, if payment is directly from the vehicle owner/operator/leinholder without the expectation of third party payment. A copy of these invoices shall be provided to the contract manager monthly.

Section 3.4.1. The Contractor shall submit a monthly listing of all Public Safety Department Duty Wrecker calls ~~en~~ in the form prescribed by the City. The Monthly Log and copies of all invoices shall be submitted to the contract manager by the tenth (10<sup>th</sup>) of each month for the previous month’s towing activity.

Section 5.B.1. Requiring standard type wrecker or flat bed vehicle to tow a vehicle of ¾ ton size or smaller from any place in the City of Portage to any place within three miles of direct route from point of pickup.

---

The following are responses to questions posed by prospective bidders. The question is listed first, with responses following in *italics*.

Section 3.1.11

Can you define what “adequate assurance of payment” means?

Can you explain what needs to exist to have “adequate assurance of payment” and when “Adequate assurance of payment” is not existent?

If the vehicle is towed to the “Contractor’s storage facility” and held without receiving “adequate assurance of payment”, does the bid price apply or is the contractor free to charge a different price? Is there any sort of limitation as to what the contractor may charge under this circumstance?

*Response: See the addition of Section 2.11 above for definition. The bid price does apply to vehicle towed to the contractor’s storage facility.*

Section 3.1.13.d

The contractor “shall meet all ordinances and applicable regulations, including any condition imposed under a special land use agreement” in association with his storage facility. If vehicles are temporarily stored at a facility that is not zoned for storage, is this permitted?

Is a contractor ever permitted to store a vehicle at a location that does not meet “all ordinances and applicable regulations, including any condition imposed under a special land use agreement”?

*Response: Contractors are required to provide proof of compliance with local governing bodies requirements.*

Section 3.2.1

If the vehicle owner chooses to bill “insurance or through third party billing by a repair or body shop”, does the bid price apply or is the contractor free to charge a different price? Is there any sort of limitation as to what the contractor may charge under this circumstance?

*Response: Section 3.2.1 has been modified. Changes contained above in Addendum #3.*

Section 3.9

The bid requires "background and reference checks" of employees who will perform service under the contract. Will the city be screening and approving all employees who provide service under the contract?

Will the city screen and approve all new employees who provide service under the contract on an ongoing basis or will this only be performed once at the beginning of the contract?

*Response: The responsibility for background checks and driving histories of all employees doing work under the contract rests with the contractor. The contractor also has the responsibility to ensure that all employees doing work under the contract remain eligible throughout the life of the contract. The City may, at its discretion, from time-to-time verify the contractor's compliance with section 3.9.*

Section 3.1.10.b

If a vehicle is "found abandoned" and is towed pursuant to this, does the bid price apply or is the contractor free to charge a different price? Is there any sort of limitation as to what the contractor may charge under this circumstance?

*Response: The bid price applies to circumstances in 3.1.10.b.*

Section 3.2.3

Do contract rates apply when towing any and all city owned vehicles?

*Response: Yes, for any vehicle ¾ ton or less.*

Section 3.3.3

Do copies of invoices for all vehicles towed including vehicles where "adequate assurance of payment" is not existent and a different rate was used need to be submitted?  
Are there any contract related invoices that do not need to be submitted?  
If so, what invoices are exempt from needing to be submitted?

*Response: Section 3.3.3 has been modified (see above).*

Section 3.4.1

Does the current contract require a "monthly log"?  
Has the contractor been filing the logs or is this optional?

*Response: Current contract does not apply to this request for bid.*

Towing & Impound Lot Services  
Addendum #3  
February 17, 2014  
Page 4

---

**Revised Bid Date**

Bids are due by 3:00 p.m., Tuesday, March 4, 2014. Questions regarding the request for bid and specifications must be received by 5:00 p.m., Tuesday, February 25, 2014 by the Purchasing Manager. Purchasing Manager Judy Johnson may be contacted at (269) 324-9284, e-mail [johnsonj@portagemi.gov](mailto:johnsonj@portagemi.gov).

**Bid Form**

A revised bid form is attached for your convenience in submitting a bid.

**5. CITY OF PORTAGE BID – ADDENDUM #3**

I, the undersigned, propose to furnish, at the bid price shown, Towing and Impound Lot Services, per specifications supplied by the City of Portage. Estimated yearly quantities are not *guaranteed* and are for bid purposes only, actual service levels will vary.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON A SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS SHEET.

		Estimated Average Yearly Quantity	Unit Price	Price (Est. Quantity x Unit Price)
A.	General Service Call (out of gas, flat tire, stalled, dead battery)	170	\$ <u>15<sup>00</sup></u>	\$ <u>2550<sup>00</sup></u>
B.	Towing (non-accident)			
	1. Requiring standard type wrecker or flat bed vehicle to tow a vehicle as indicated in 3.3.1 from any place in the City of Portage to any place within three miles of direct route from point of pickup.	500	\$ <u>45<sup>00</sup></u>	\$ <u>22,500<sup>00</sup></u>
	2. Per mile charge for towing beyond three miles from direct route from point of pickup to destination.	2,000 (miles)	\$ <u>3.00</u>	\$ <u>6000<sup>00</sup></u>
C.	Towing (accident)			
	3. Requiring standard type wrecker or flat bed vehicle to tow a vehicle of 3/4 ton size or smaller from any place in the City of Portage to any place within three miles of direct route from point of pickup.	170	\$ <u>65.00</u>	\$ <u>11050<sup>00</sup></u>
	4. Per mile charge for towing beyond three miles from direct route from point of pickup to destination.	800 (miles)	\$ <u>3.00</u>	\$ <u>2400<sup>00</sup></u>

	Estimated <i>Average</i> Yearly Quantity	Unit Price	Price (Est. Quantity x Unit Price)
<b>D. Stuck Calls</b>			
When the wrecker is required to wench a vehicle prior to loading the vehicle onto the wrecker or flat bed	25	\$ <u>45<sup>00</sup></u>	\$ <u>1125<sup>00</sup></u>
<b>E. Storage fee per day per vehicle (1 day = 24 hours).</b>	2,300 days	\$ <u>15.00</u>	\$ <u>34500<sup>00</sup></u>
<b>TOTAL BID</b>	-	-	\$ <u>80,125<sup>00</sup></u>

I further propose that if this foregoing proposal is accepted by the City of Portage, I shall enter into a contract to perform such work described herein within 15 days of written notification.

Bidder has attached the all items listed in Section 1.9 with required attachments.  
 Yes  No

Bidder agrees to provide access to bidder's storage facility, vehicles, apparatus, and other equipment to be utilized under the proposed agreement, during normal business hours, within one week of notification from the City as part of the bid process. Failure of the bidder to provide such access within one week shall be considered a formal withdrawal of the bid from further consideration by the bidder.

Bidder acknowledges Addendum #1.  Yes  No

By: CRAIG McDONALD Pres. 3/4/14  
Signature Title/Position Date

Bidder Firm: McDonald's Towing + RESCUE INC.

Address: 2975 Interstate Plum Kalamazoo, MI 49001  
Street City State Zip

Phone: 269.342.0973

Fax: 269.342.8351

E-Mail: \_\_\_\_\_



Department of Finance and Purchasing

TOWING & IMPOUND LOT SERVICES  
REQUEST FOR BIDS – ADDENDUM #4  
FEBRUARY 19, 2014

Addendum #4 is issued in response to questions from prospective bidders.

Question It appears that unless the service is paid for on the spot, the vendor may charge anything he/she likes and the city is placing no limit on this amount. Is this correct?

Response: *No. The term and depiction utilized in your question "on-the-spot" is not a contract term or provision in the contract. Refer to Addendum #3, Section 2.11 "Adequate Assurance of Payment."*

Question Are you able to provide an approximate percentage of the estimated 900 annual calls for service where the call was paid for on the spot as opposed to billed to a third party at a non-contract amount?

Response: *No. The contract does not control third party billing. Refer to Addendum #3, Item 2.12, "Estimated Yearly Quantity."*

Bids are due by 3:00 p.m., Tuesday, March 4, 2014. Questions regarding the request for bid and specifications must be received by 5:00 p.m., Tuesday, February 25, 2014 by the Purchasing Manager. Purchasing Manager Judy Johnson may be contacted at (269) 324-9284, e-mail [johnsonj@portagemi.gov](mailto:johnsonj@portagemi.gov).



## Department of Finance and Purchasing

### TOWING & IMPOUND LOT SERVICES REQUEST FOR BIDS – ADDENDUM #5 FEBRUARY 20, 2014

Addendum #5 is issued in response to a question from prospective bidders.

**Question** If there is not "adequate assurance of payment", is there a limit on what the contractor can charge?

**Response:** *Yes. If the contractor determines that there is not "adequate assurance of payment", the vehicle is to be towed to the contractor's impound lot at the contract rate (see Section 2.11, Section 3.1.11 and Section 3.1.12).*

Bids are due by 3:00 p.m., Tuesday, March 4, 2014. Questions regarding the request for bid and specifications must be received by 5:00 p.m., Tuesday, February 25, 2014 by the Purchasing Manager. Purchasing Manager Judy Johnson may be contacted at (269) 324-9284, e-mail [johnsonj@portagemi.gov](mailto:johnsonj@portagemi.gov).



Department of Finance and Purchasing

ADDENDUM #6  
TOWING & IMPOUND LOT SERVICES  
FEBRUARY 27, 2014

As per Addendum #5, bidders were to submit any questions regarding the Request for Bid by February 25, 2014. No questions have been posed subsequent to the issuance of Addendum #5.

Bidders are hereby required to acknowledge receipt of Addenda 1, 2, 3, 4, 5 and 6. Please submit this form with your bid as that acknowledgement.

All remaining specifications are unchanged. Bids remain due by 3:00 p.m., Thursday, — \*  
March 4, 2014.

If you have any questions regarding purchasing procedure, please contact Judy Johnson, Purchasing Manager, at (269) 324-9284.

I acknowledge receipt of the following Addenda:

- Addendum #1 dated February 5, 2014
- Addendum #2 dated February 10, 2014
- Addendum #3 dated February 14, 2014
- Addendum #4 dated February 19, 2014
- Addendum #5 dated February 20, 2014
- Addendum #6 dated February 27, 2014

Bidder's Name: McDonald's Towing & Services

[Signature]  
Signature

3/4/14  
Date



Department of Finance and Purchasing

ADDENDUM #7  
TOWING & IMPOUND LOT SERVICES  
MARCH 3, 2014

An error in the bid date referenced Addendum #6 is hereby corrected.

Bids shall be due by 3:00 p.m., Thursday, March 6, 2014.

If you have any questions regarding purchasing procedures, please contact Judy Johnson, Purchasing Manager at (269) 324-9284.



Financial Services – Purchasing Department

Date of Issue: January 21, 2014

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Thursday, February 13, 2014 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

**TOWING AND IMPOUND LOT SERVICES**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: TOWING AND IMPOUND LOT SERVICES

FOR OPENING: February 13, 2014

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website [www.portagemi.gov](http://www.portagemi.gov). Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures or scope of work, please contact the Judy Johnson, Purchasing Manager at (269) 324-9284.

v —

INDEX

<u>Section</u>	<u>Page</u>
Notice to Bidders .....	Cover
1. Instructions to Bidders .....	1
2. Definition of Terms.....	4
2. Towing Specifications .....	5
3. Information Sheet.....	15
4. Bid Proposal.....	19

Attachments

Draft Contract Agreement

v —

**1. INSTRUCTIONS TO BIDDERS**

**1.1. Examination of Bid Documents**

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

**1.2. Withdrawal of Bids**

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of sixty (60) days after the date of opening set forth in the advertisement.

**1.3. Nondiscrimination**

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.

**1.4. Bids Submitted via Facsimile Equipment**

1.4.1. Transmittal page must be plainly marked and faxed to (269) 329-4535

“Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_”  
Bid Name Date

1.4.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.4.3. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.

**1.5. Contractor's Insurance**

The successful bidder will also be required to furnish:

1.5.1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

1.5.2. Garage Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Garage Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Michigan No-Fault Coverage and shall insure all owned, non-owned, and hired vehicles.

1.5.3. Garage Keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage Keepers Legal Liability Insurance, including “On-Hook” coverage, to protect vehicles in their care, custody and control, with limits of liability not less than \$100,000 per vehicle.

1.5.4. Motor Vehicle Liability: If Motor Vehicle Liability coverage is not present in Garage Liability Policy, the Contractor, or its subcontractors shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily

11-

Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.5.5. Additional Insured: Garage Liability as described above, shall include an endorsement stating that the following shall be *Additional insured*: City of Portage, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

1.5.6. Cancellation Notice: Workers' Compensation Insurance, Garage Liability Insurance, and Garage Keepers Legal Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Portage Contract Manager.

1.5.7. The City will entertain similar insurance coverage that substantially meets the provisions listed above, but at the sole discretion of the City.

1.6. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") 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 or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, 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. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

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.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

**1.7. Contract Manager**

Lieutenant Steve Clark (269) 217-6910 shall be the City Contract Manager. The City Contract Manager will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

**1.8. Basis of Award**

Award will be made to a responsive and responsible bidder, in the sole discretion of the City, who's lowest Total Bid is determined by the City to be in the best interest of the City. The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

**1.9. Bid Submission Document Listing**

Listing of information and documents to be included with the bid submission. The City will evaluate these items in aggregate as part of bid evaluation.

- Bid prices on bid form
- Information Sheet
- Michigan Public Service Commission Certificate of Current Audit
- Michigan Public Service Commission Certificate of authority to conduct for-hire property transportation or an interstate Unified Carrier Registration
- Documentation from governmental unit showing compliance with local ordinances and regulations for storage facility/impound lot
- All required licenses, permits, fees, special land use agreements, approvals, and other such contract requirements included in this bid document that are necessary to perform all work under the specification
- Lease Agreement or copy of deed for storage facility/impound lot
- A letter from the bidder's financial institution in which the business does a majority of its banking and other financial business that the bidder has the stability to perform the work under the proposed agreement
- Better Business Bureau current business rating
- Proof of qualifying insurance coverage
- Recommendation letters from current or recent public entity(ies) with whom the bidder has contracted within the last 5 years (include former companies owned by the bidder).

### 1.10. Inspection of Bidder Facility and Equipment

The City may conduct an inspection of the bidder's facilities, wreckers and equipment to ensure all requirements of the contract are in compliance. In this regard, the bidder shall provide full access to the City to the bidder's storage facility, vehicles, apparatus, and all other equipment to be used under the agreement, within one week after notification from the City. Failure of the bidder to provide such access shall be considered a withdrawal of the bidder's bid.

The storage facility/impound lot shall meet all ordinances and applicable regulations, including any condition imposed under a special land use agreement, or other condition imposed by any governmental entity, to this use within the governmental unit where the facility is located.

As defined in the specification, all necessary towing wreckers and apparatus shall be properly licensed and in safe and adequate operating condition to perform under the terms of the specification.

## 2. DEFINITION OF TERMS

- 2.1. "City" includes its departments, employees, agents, and representatives, except for as determined in Section 1.6 of this request for bids entitled "Indemnity".
- 2.2. "Contractor" includes its partners, officers, employees, agents, and representatives.
- 2.3. "Invoice" is the document itemizing all charges and fees for any wrecker service performed by Contractor pursuant to the Contract.
- 2.4. "Motor Vehicle Code (MVC)" is Public Act 1949, No. 300, and any subsequently enacted amendments, including those enacted after date of the Contract, codified as MCL §257.1, et seq.
- 2.5. "Owner" is the registered owner of the motor vehicle, and may also include the operator of the vehicle at the time wrecker service is performed, or the lien holder (secured party).
- 2.6. "Storage Facility/Impound Lot" is the facility owned or leased by Contractor for the storage of vehicles pursuant to the Contract.
- 2.7. "Wrecker equipment" means the amount and type of equipment Contractor is required to provide in performing the services of the Contract.
- 2.8. "Wrecker service" is all the services, separately and collectively, performed by the Contractor in fulfilling its obligations under this Agreement, including but not limited to road service, removal, towing, and cleanup at an accident call, storage and disposition of motor vehicles.
- 2.9. Wrecker service call is each time the Contractor is called to perform wrecker service under the Contract.

- 2.10. If the meaning of terms or words not defined in the Contract, or if defined in the contract conflicts with the meaning under state law, the meaning shall have or be controlled by the definition and meaning under the then existing state law.

### 3. SPECIFICATIONS

- 3.1. General Duties and Responsibilities of Contractor – The Contractor shall provide the following towing services and storage at the direction of the Portage Public Safety Department.

- 3.1.1. The Contractor shall provide towing, storage and safekeeping services seven (7) days per week, twenty-four (24) hours per day for vehicles involved in accidents, stolen or abandoned vehicles, and other requests by the City of Portage or its Public Safety Department.
- 3.1.2. The Contractor is responsible for vehicle security and shall take all necessary actions and precautions to prevent theft, damage and vandalism.
- 3.1.3. The Contractor shall provide all necessary, operable and safe equipment to promptly remove vehicles from accident scenes at all times.

The Contractor, without charge, is to perform usual clean up of glass and other routine debris at accident scenes. Oil-Dri or equivalent, broom, and dustpan shall be in the wrecker at all times.

It is understood that if another wrecker service tows any vehicle and leaves debris at the scene, it will be the responsibility of that wrecker service to perform any necessary clean-up.

- 3.1.4. The Contractor shall maintain necessary, operable and safe wreckers and dollies to remove vehicles promptly when needed.
- 3.1.5. If vehicle owner or operator is unable to choose a specific wrecker service, the Contractor will be contacted for towing service.
- 3.1.6. The Contractor shall respond to all City calls with the wreckers listed on the Information Sheet. These wreckers shall be covered by the proper insurance as outlined in the Instructions to Bidders and shall be in compliance with all state laws.
- 3.1.7. The Contractor shall respond to all wrecker service calls within 30 minutes from when the Contractor is notified. If the Contractor is unable to respond within this time period, Contractor shall promptly inform Public Safety Dispatch of its inability to so respond. The City then reserves the right to contact an alternative wrecker service. A wrecker service log for all calls shall be maintained and kept by the Contractor.
- 3.1.8. At the Owner's request, the Contractor shall provide written notice where the vehicle is located, how the vehicle may be redeemed, a copy of the price list and per diem storage charges that are accruing.

3.1.9. The Contractor shall post in a conspicuous place at its place of business and at the storage facility, on a sign approved by the City, a complete itemization of the charges the Contractor may charge for the wrecker services provided under the contract.

3.1.10. Abandoned Vehicles.

- a. The Contractor shall provide removal, storage and disposition of abandoned vehicles as provided under the Michigan Motor Vehicle Code.
- b. The Contractor shall provide wrecker service when called by the Public Safety Department to pick up any vehicle found abandoned on a street or highway or any other place in the City of Portage whether public or private. Abandoned vehicles shall be disposed of, in accordance with State Law; this includes proper distribution of revenues.
- c. The Contractor is to assume security responsibility and all liability for abandoned towed vehicles.
- d. For purposes of this Contract, a vehicle shall be considered abandoned when so designated by the Public Safety Department.
- e. The Contractor shall provide removal, storage and disposition of impounded vehicles at the expense of the owner.
- f. All abandoned vehicles not redeemed by the owner shall be disposed of and any proceeds received from the public sale shall be distributed in accordance with the applicable sections of MVC. The date, time and location of any public sale shall be as designed by the City. Prior to any sale or disposal of an abandoned vehicle, Contractor shall, upon reasonable notification by the City, provide the City access to the interior compartments of the vehicle.

3.1.11. If the vehicle owner or operator specifies a destination for the towing and storage of the vehicle other than at Contractor's storage facilities, the Contractor shall secure payment or adequate assurance of payment from the vehicle owner or operator prior to the removal of the vehicle.

3.1.12. Any vehicle towed by Contractor and held at the storage facility shall be deemed abandoned after 10 days. Notice shall be given to the City that the vehicle was not redeemed and the City will follow the procedures specified in MVC 257.252a .

3.1.13. Storage Facility/Impound Lot

The Contractor shall be responsible for maintaining a storage facility/ impound lot in good repair and clean condition, including, but not limited to the following: vehicles are accessible, no leaking fluids, trash/broken glass is picked up; fencing and security system are properly maintained. The Storage Facility/Impound Lot shall be lighted in public and vehicle storage areas, be fenced, include a recorded video surveillance of all vehicles stored or

impounded by the City, and the evidence storage area shall be equipped with an operable alarm system ~~that is~~ monitored by a licensed third party. The evidence storage area shall also be access controlled to identify the date, time, and person gaining access.

- a. The impound lot shall be within the City of Portage or no more than a 15 miles of any City of Portage corporate limit.
- b. The Contractor shall allow access to the premises 24 hours a day and seven days a week to the owner of the towed or impounded vehicle for release of the vehicle to remove any personal property.
- c. The storage lot and indoor vehicle storage area will be available and accessible to the Portage Public Safety Department 24 hours per day, 7 days per week at the request of the City without notice.
- d. The storage facility shall meet all ordinances and applicable regulations, including any condition imposed under a special land use agreement, or other condition imposed by any governmental entity, to this use within the governmental unit where the facility is located.
- e. If there are unusual circumstances where a vehicle has to be preserved in a climate control environment, no additional storage costs shall be charged by the Contractor for such indoor storage. Such storage shall be secure and only handled by Contractor personnel approved by the City.
- f. The Contractor must provide an environmentally controlled space for a minimum of three vehicles held as evidence. Limited access and recorded video surveillance must be maintained during storage of such vehicles. Surveillance videos shall be maintained for a minimum of 60 days after date of recording. A log of inspection and access must be maintained by the Contractor. The Contractor must report quarterly to the City the status condition and billing of the storage.

3.1.14. Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

3.1.15. City will endeavor to utilize the Contractor to provide wrecker services whenever any vehicle owned or leased by the City and operated by an employee, agent or representative of the City is in need of wrecker service. The City shall pay for all wrecker services requested by the City for City owned vehicles, in accordance with the itemization of charges required under price list, or as more specifically set forth in this Agreement.

3.1.16. The Contractor shall have and maintain a separate computerized database or file that allows for full access and transparency to the City that provides the following functions:

- a. Track vehicles from point of pick up to destination
- b. Allow real-time access to the impound lot for PPD vehicles and status
- c. Provide invoicing information with breakdown in costs

- d. Generate auction list, income reports for auction, income for the buyers and a general 'type-set ready' newspaper column of vehicles to be auctioned with description and vehicle identification numbers for review
- e. Generate a list of impounded/hold vehicles with all related information
- f. The database utilized by the Contractor shall be of its choice.

3.1.17. The City of Portage reserves the right to operate its own wrecker and/or wreckers and other towing equipment and perform any of the work in this contract.

3.1.18. Contractor shall agree to service and not charge for "dry runs" (Contractor called but no service needed or performed).

### 3.2. Rates

3.2.1. The City approved contract rates shall apply for all City requested services when billing vehicle owner, operator or lien holder directly. If the owner chooses another method of payment (such as through insurance or through third party billing by a repair or body shop), City contract rates may not apply.

3.2.2. The City agrees, upon satisfactory performance of the terms of the contract, that the Owner of the vehicle shall be required to pay the Contractor the sums of money set forth in the bid. However, the City has no responsibility or liability for such amount owned by the Owner.

3.2.3. City-owned vehicles requiring towing and/or impound services shall be charged at the contract rates.

3.2.4. Vehicles stored on behalf of the City which have to be stored at Contractor's facilities (due to accident reconstruction, ongoing investigations, evidence, etc.) shall not be charged storage fees for the first twelve (12) months from date of incident. In addition, the Portage Public Safety Department shall not be charged storage fees for vehicles that are stored at the contractor's facility that are being processed for forfeiture for the first six (6) months from the date of storage.

3.2.5. Any City vehicle which has to be stored at the storage facilities shall not be charged storage fees for the first twelve (12) months from the date of incident. An estimated 20 vehicles or less will be stored annually.

3.2.6. Such fees, in aggregate, under this contract shall not exceed \$10,000 annually.

### 3.3. Invoicing

3.3.1. The Contractor shall submit an invoice to the City for the wrecker service charges assessed against the City.

3.3.2. In all other cases, excluding 3.2.4 and 3.2.5 above, the burden of payment lies with the Owner of a vehicle towed or stored at the request of the City.

3.3.3. The Contractor shall provide the Owner an itemized invoice of all wrecker services and charges incurred by the Contractor at the time the vehicle is released. A copy of these invoices shall be provided to the contract manager monthly.

3.3.4. Invoices shall include the following information:

- A. Date
- B. Location
- C. Type of Vehicle
- D. Reason why vehicle was towed (i.e. abandoned, stuck, accident, etc.).
- E. Towing Charges
- F. Extra Charges
- G. Storage Charges
- H. Wrecker Operator, name or number.
- I. Complaint number provided by Public Safety Dispatcher at time of call.
- J. Vehicle Owner's name and address (when available).
- K. Impound Lot
- L. Other information as may be requested by the City.

#### 3.4. Monthly Report/Log

3.4.1. The Contractor shall submit a monthly listing of all Public Safety Department Duty Wrecker calls on the form prescribed by the City. The Monthly Log and copies of all invoices shall be submitted to the contract manager by the tenth (10th) of each month for the previous month's towing activity.

3.4.2. The Monthly Log shall include an inventory of all vehicles charged to the City.

#### 3.5. Contract Term

The contract resulting from the solicitation will be for an initial term of one-year with the option for renewal for four additional one year periods subject to availability of funds. The City shall be the final authority in determining whether a renewal proposal shall be accepted or new bids shall be solicited.

In addition, at the end of the last contract renewal period, the contract may be renewed on a month to month basis, not to exceed a total of six months, at the sole option of the City.

3.5.1. Commencement Date -- It is anticipated that such contract shall commence on or about April 20, 2014.

#### 3.5.2. Contract Notification of Non-renewal/Extension – Transition

The City may decide that the contract shall not be renewed or extended. In such case, the City will provide written notice before the end of the contract to the Contractor. Before the end of the contract, or if the contract is terminated subject to Section 3.8, the Contractor's responsibilities, with

regard to wrecker service calls, shall cease; however, all other responsibilities under this contract shall continue until all vehicles are properly disposed of from the Contractor's storage facility/impound lot. Also at such time of written notice, the City may direct that certain vehicles held by the Contractor for evidence and similar purposes be removed from the Contractor's storage facility, by the City. The Contractor shall coordinate such activities with the City.

**3.6. Compliance with Applicable Laws**

- 3.6.1. The Parties agree 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.
- 3.6.2. All notices or documents the Contractor is required to provide the City shall be in the form required by the City and in compliance with Michigan law.
- 3.6.3. Hearing and Adjudication by Court --If the owner of a vehicle requests a hearing as provided under MVC, challenging whether the vehicle was properly removed or whether the towing fees and storage charges were reasonable, the City's responsibility under §252f (MVC) for any accrued towing and storage fees shall be borne by the Contractor if the Contractor failed to comply with the notice and rate provisions of this Agreement and as a result thereof the Court found that the City did not comply with the requirements under §252a, §252b(6) to (10), §252c, and §252d, (MVC).

**3.7. Transfer/Assignment/Subcontractors**

The Contract shall not be transferred or assigned by the Contractor without prior written consent of the City. The Contractor shall not subcontract wrecker services under this agreement. However, wrecker services may be performed by entities owned by the Contractor doing business under a different name if properly registered by the applicable governmental agencies. Further, any other services permitted to be subcontracted under this agreement shall require the consent of the City.

**3.8. Termination**

The Contract may be terminated on thirty (30) days prior written notice by the City for any reason whatsoever. The City shall not be liable for any costs directly or

indirectly related to such termination. The Contract may be immediately suspended or terminated by the City, without notice, for any of the following reasons:

- 3.8.1. Consistent delay in response time for service, as determined by the City.
- 3.8.2. Excessive damage complaints, as determined by the City.
- 3.8.3. Vandalism or theft of Owner's vehicles.
- 3.8.4. Inadequate clean-up as determined by the City.
- 3.8.5. Improper charges or billing.
- 3.8.6. Failure to provide or maintain insurance coverage required by the Contract
- 3.8.7. Failure to provide proper storage of vehicles to prevent further damage to vehicles.
- 3.8.8. Noncompliance with discrimination or affirmative action requirements.
- 3.8.9. Failure to comply with applicable local ordinance and regulations.
- 3.8.10. Inadequate number of wreckers to properly handle calls within the City of Portage; a minimum of two wreckers and two flat bed wreckers are required to be operationally ready at all times.
- 3.8.11. Violation or non-compliance for any zoning law, regulation or any condition imposed by any governmental agency under special land use as determined by the City.
- 3.8.12. Failure to comply with any other provision of the Contract.

3.9. Background and Reference Checks

- 3.9.1. The Contractor agrees to screen all persons who will perform work or serving under a contract with the City by utilizing the State of Michigan Internet Criminal History Access Tool (ICHAT). Contractor has a continuing obligation to assure that a person does not become ineligible to perform work after the date of the search.
- 3.9.2. The Contractor shall not permit persons who have been convicted of the following types of crimes to perform work or services pursuant to the contract with the City:
  - 1) Physically violent crimes
  - 2) Criminal Sexual Conduct
  - 3) Weapon charges
  - 4) Sale or manufacturing of drugs or explosives
  - 5) Arson
  - 6) Theft
- 3.9.3. The Contractor shall obtain a complete driving record of all persons providing work or service for the City under a contract identifying driving violations, including CDL (Commercial Driver License). Contractor shall only permit persons with an unrestricted valid driver's license and those who comply with the requirements herein operate vehicles and/or wreckers under the contract. Contractor (or subcontractor) as well as the individual

who will be driving shall complete and sign a driving record statement as provided below. Any such person with the convictions noted below will automatically be disqualified from providing work or services under the contract to the City of Portage--

- 1) Conviction of a driving related felony.
  - 2) Any conviction of operating vehicles under the use of alcohol or drugs.
  - 3) Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State driver's license point system. .
  - 4) An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the employee had been fined, sued and received an adverse judgment, applicant's insurance company settled for damages to other party or applicant settled out of court or otherwise may be determined to be liable).
  - 5) *Exception: Employees who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the five years previous to the date of the contract with the City may be accepted*
- 3.9.4. If at any time the Contractor submits different employees for work under this contract, the Contractor shall provide the same background, drivers license violations and reference checks for said employee for consideration by the City.
- 3.9.5. A driving record statement (below) shall be submitted to the City at the time of the bid award for every driver who will perform services under this contract.

Driving Record Statement

Name \_\_\_\_\_

Drivers License No. \_\_\_\_\_

I, the driver, confirm that I am eligible to drive a vehicle under the City policy above and will maintain an unrestricted valid driver's license at all times.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I, representing the Contractor, certify that the above indicated employee has a valid driver's license and adequate driving record as of this date and have made all background checks required.

---

Employer Signature

Date

Reference Checks: The Contractor will obtain references from previous employers for recommended temporary employees.

—

—

4. **INFORMATION SHEET** Each Bidder must also complete the following statements:

4.1. Firm Name: McDonald's Towing & Rescue Inc.

Address: 2975 Interstate Pkwy

Telephone Number: 269-342-0973 Fax: 269-342-0080

First Date in Business: Articles of Incorporation Filed 6-2-1994.  
First started 1985

4.2. Please indicate the response that best describes your business:

Sole Proprietor     Partnership     Corporation

Other (please explain) \_\_\_\_\_

4.3. Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

Yes     No

If yes, please explain (use additional Page)

4.4. Is your Firm up for sale?  Yes     No

If yes, please explain (use additional page).

4.5. Number of wreckers or flat bed vehicles in service at present time which will respond to City calls.

Year	Make	GVW	Tons (Capacity)
1.	<u>PLEASE SEE ATTACHED LIST.</u>		
2.			
3.			
4.			
5.			
6.			

(List here or attach equipment list.)

4.6. Are all vehicles in 3.7.10 equipped with radios or cell-phones? MDT's

Yes  No

4.7. Are the wreckers presently covered by insurance to the full extent specified in the Instructions to Bidders except naming City of Portage as co-insured?

Yes  No

4.8. Arc wreckers and personnel available 24 hours per day, 7 days per week?

Yes  No

4.9. Is impound lot and inside storage available to Portage Police personnel and vehicle owner 24 hours per day, 7 days per week?

Yes  No

4.10. Is impound lot within a 15 mile radius of the City of Portage corporate limit?

Yes  No

4.11. Describe how the impound lot inventory will be recorded and provided to the Portage Public Safety Department.

SEE ATTACHED  
\_\_\_\_\_  
\_\_\_\_\_

4.12. Describe the video and security system used in the impound lot (use additional page if necessary).

SEE ATTACHED.  
\_\_\_\_\_  
\_\_\_\_\_

4.13. The owner agrees that the Portage Public Safety Department may conduct a background investigation of the owner and all other persons performing work under this contract.

Yes  No

4.14. Prior to contract award contractor shall provide a list of all persons and related information doing work under this contract. Do you agree to provide such list?

Yes  No

4.15. List persons to contact and telephone numbers:

Normal working day: 269-342-0973  
\_\_\_\_\_

Night Time (if different) \_\_\_\_\_  
\_\_\_\_\_

Weekends (if different) \_\_\_\_\_  
\_\_\_\_\_

Location of wreckers, if other than mailing address: 2975 Interstate PKWY.  
OK STAGED AT LOCATIONS THROUGHOUT KALAMAZOO COUNTY.  
TRUCKS ON ROAD 24hrs P. DAY. WITH ON CALL STAFF AS BACKUP.

4.16. Location of approved impound lot: 235. W. MOSSEL AVE.

---

---

4.17. Provide a current satisfactory audit from the Michigan Public Service Commission (MPSC) concerning your equipment and business operations.

4.18. Provide a copy of MPSC certificate or Unified Carrier Registration (UCR).

4.19. Provide the name of the governmental entity issuing approval for the storage facility/impound lot.

KALAMAZOO TOWNSHIP.

4.20. Attach documentation from that governmental unit demonstrating compliance of all applicable local ordinances and regulations for the storage facility/impound lot.

4.21. Is the storage facility/impound lot owned or leased?  Owned  Leased

If leased, provide copy of lease agreement. If owned, provide a copy of the deed.

4.22. Documentation of the financial condition of the Contractor's companies and all other companies the Contractor is doing business as.

4.23. Copy of current Better Business Bureau rating

4.24. Letter from Contractor's lending institutions verifying capability to perform the work outlined in the contract specifications.

4.25. Copy of most recent MIOSHA report for Contractor's businesses

4.26. References from other public entities for similar work performed

4.27. Describe the computerized software tracking system utilized as required in Section 3.1.17.

SEE ATTACHED

---

---

---

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

February 11, 2014

- 4.1 Copy of articles of Incorporation.  
Filed June 2, 1994
- 4.5 Current Truck List
- 4.11 Impound Lot
- 4.12 Video and Security System
- 4.15 Multiple trucks scheduled 24 hours per day depending on call capacity. On-call staff available 24 hours with additional trucks. Location of trucks is based on location of calls and response time quota.
- 4.17 MPSC Printed 1/31/14 Satisfactory Rating.
- 4.18 MPSC Certificate, UCR form for 2014. Both required.
- 4.20 Kalamazoo Township Compliance letter for Impound Lot.
- 4.21 Impound lot lease agreement with overview of Impound Lot and Storage buildings.
- 4.22 Documentation of Financial condition. C.P.A.
- 4.24 Letters from lending Institutions.  
Business Credit References.  
Business References.
- 4.23 B.B.B. Rating A+ We have been a B.B.B. accredited business since 2009.
- 4.25 No MIOSHA report, as we have no reportable accidents to MIOSHA in the past. Inspections are done with our Workers Compensation carrier annually.

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

February 11, 2014

4.26 References from other public entities. More available upon request.

1. Western Michigan University
2. Kalamazoo County
3. Kalamazoo Department of Public Safety

4.27 Computerized Software as required by 3.1.17

Misc. Copies of Insurance.

We agree to all addendum's received.

Thank you for taking time to review this information.



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That Articles of Incorporation of  
 MCDONALD'S TOWING & RESCUE, INC.

were duly filed in this office on the 2nd day of June, 1994,  
 in conformity with Act 284, Public Acts of 1972, as amended.



In testimony whereof, I have hereunto set my  
 hand and affixed the Seal of the Department,  
 in the City of Lansing, this 2nd day  
 of June, 1994.

*Carl L. Lipp*

Director

Vehicle	VIN #	Heavy Duty	Flatbed	Wrecker
#1 2001 Peterbilt Wrecker	1NPFL69X51N553812	✓		
#2 2014 Peterbilt 75 ton Rotator	1NPWX4TX2ED187014	✓		
#3 1999 Volvo Tractor	4VB7DAJH1XN777997	✓		
#4 2001 Volvo Tractor	4V4NC9GH41N246703	✓		
#5 2012 IHC 4300 Flatbed Med Duty	3HAMMAALEC555784		✓	
#6 2008 Ford F-550 4X4 Wrecker	1FDAF57R18ED45018			✓
#7 2011 IHC 4300 Flatbed Med Duty	3HAMMAAL0BL444002		✓	
#8 2013 Ford F-550 Wrecker	1FDUF5GT0DEA57297			✓
#9 2001 Ford F-450 Wrecker	1FDXF46F61EC69541			✓
#10 2012 IHC Century Twinline Wrecker	1HTJSSKK9CJ391689			✓
#11 2014 HIS Med Duty Flatbed	1HTMMAAL6EH497538		✓	
#12 2003 Ford F-550 Wrecker	1FDAF56P63ED21189			✓
#13 2005 IHC Med Duty Flatbed	1HTMMAAL85H133461		✓	
#14 2012 Ford F-350 P.U. 4X4	1FTSX3BT2CEB60525			
#15 2002 IHC Century Twinline Wrecker	1HTMMAAM72H542541			✓
#16 2003 IHC Century Twinline Wrecker	1HTMMAAM83H584489			✓
#17 2003 IHC Century Twinline Wrecker	1HTMMAAM43H584490			✓
#18 2006 Ford F-550 Wrecker	1FDAF56P86EB48490			✓
#19 2009 Ford F-550 Wrecker	1FDAF56R49EA79397			✓
#20 2005 IHC Med Duty Wrecker	1HTMMAAL65H157127			✓
#21 2005 Ford F-550 Wrecker	1FDAF56P95ED04616			✓
#22 2005 IHC Century Flatbed	1HTMMAAM05H681298		✓	
#23 1997 IHC 4700 Jerrdan Flatbed	1HTSCAAM6VH437424		✓	
#24 1999 Ford F-550 4x4 Century Wrecker	1FDAF57F4XEC65555			✓
#25				
#26 2002 IHC 4300 Flatbed Med Duty	1HTMMAAM73H566677		✓	
#27 2000 Ford F-550 Century Flatbed	1FDAF56F8YEC56652		✓	
#28 2013 Ford F-250 4X4	1FTBF2B69DEA38145			
#29 2004 Sky Trak	N/A			
#30 2011 IHC Low Pro Flatbed	1HTMKAAL2BH281963		✓	
#31 2003 IHC Century Twinline Wrecker	1HTMMAAM53H584479		✓	
#32 2008 Ford F-550 Wrecker	1FDAF56R48EB32307			✓
#33 1989 Kenworth Tractor	1NKDL29X8KJ523217	✓		
#34 1994 Trail Eze Low-Boy Trailer	1DA72C769RP011443			
#34A 2012 Landoll Trailer	1LH440WH5C1019353	✓		
#35 2004 IHC Flatbed	1HTMMAAL14H665407		✓	

#36 2004 IHC Flatbed	1HTMMAAM24H665408			✓	
37 2014 IHC Med Duty Flatbed	1HTMMAAL4EH497537			✓	
#38					
#39 2004 Peterbilt 9050 Wrecker	1NPFLB9XX4D816041	✓			
#40 2006 Peterbilt 60 Ton Rotator	1NPFLBTX06N866159	✓			
#41 2006 Ford F-350 Service Truck	1FTW31P96EB94707				
#42 2008 Ford F-350 Service Truck	1FDSF35R58EA84066				
#43 2008 IHC Century Flatbed (Side pull)	1HTMMAAM07H445690			✓	
#44 2007 IHC 4300 Century Wrecker	1HTMMAAM47H378639				✓
#45 2007 IHC 4300 Century Wrecker	1HTMMAAM07H378637				✓
#46 2007 IHC Century Flatbed	1HTMMAAMX7H378693			✓	
#47					
#48					
#49 2000 International HD Flatbed	1HTGLAET2YH231805	✓			
#50					
#51 2008 IHC Century Twinline Wrecker	1HTMMAAL78J696465				✓
#52 2008 IHC Century Sidepull Flatbed	1HTMMAAL18J694291			✓	
#53 2008 IHC Century Twinline Wrecker	1HTMMAAC983696466				✓
#54 2011 International 4400	1HTMKAZN2BH374973	✓			
#55 2008 Ford F-550 Wrecker	1FDAF56R28ED57356				✓
56 2008 IHC Centruy Twinline Wrecker	1HTMMAAL58H651628				✓
#57 2008 Ford Stake Rescue Truck	1FDAF57R58ED00325				
#58 2013 Ford F-350 4X4	1FT8W3BT5DEA96842				

4.11 - 4.12

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

February 11, 2014

- 4.11 Impound lot inventory will be provided through Tracker Management towing software. All vehicles are bar coded when entering the storage lot. Impound inventory will be checked as needed with the bar code system. Impound inventory will also be checked manually as needed. Computer, and software will be provided for the sole purpose of Portage Public Safety to have hands on access to all towing records of Portage impounds and accidents that are held at any of McDonald's Towing facilities. This software is also capable of processing lien letter (TR-52) and auction letters for publication.
  
- 4.12 There are 16 recorded cameras at this time and 2 non-recorded cameras at our primary impound location. We are continuously adding cameras and monitoring devices. At this time the 16 recorded cameras are on a dedicated micro system with backup on and off site location, and 24 hour monitoring. The heated storage building and the second storage building are located within the perimeter of the cameras, fence, and lighting. They also have the capability of monitoring by a third party alarm company, which we utilize. EPS records all entries through EPS. Note: It would be possible for P.P.D. to access live video of secure storage area.

4.17

USDOT Number  MC/MX Number  Name

Enter Value:

**Company Snapshot**

MCDONALD'S TOWING AND RESCUE INC  
USDOT Number: 509682

**ID/Operations | Inspections/Crashes in US | Inspections/Crashes in Canada | Safety Rating**

Other Information for this Carrier
<input checked="" type="checkbox"/> SMS Results
<input checked="" type="checkbox"/> Licensing & Insurance

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5680 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 01/30/2014.

<b>Entity Type:</b>	Carrier		
<b>Operating Status:</b>	AUTHORIZED FOR Property	<b>Out of Service Date:</b>	None
<b>Legal Name:</b>	MCDONALD'S TOWING AND RESCUE INC		
<b>DBA Name:</b>	MCDONALD'S TOWING AND RESCUE AND FROST TOWING		
<b>Physical Address:</b>	2975 INTERSTATE PARKWAY KALAMAZOO, MI 49048		
<b>Phone:</b>	(269) 342-0973		
<b>Mailing Address:</b>	2975 INTERSTATE PARKWAY KALAMAZOO, MI 49048		
<b>USDOT Number:</b>	509682	<b>State Carrier ID Number:</b>	
<b>MC/MX/FF Number(s):</b>	MC-677899	<b>PLMS Number:</b>	-
<b>Power Units:</b>	96	<b>Drivers:</b>	37
<b>MCS-150 Form Date:</b>	12/17/2013	<b>MCS-150 Message/Year:</b>	1,000,000 (2012)
<b>Operation Classification:</b>			
<input checked="" type="checkbox"/> Auth. For Hire	<input type="checkbox"/> Priv. Pass.(Non-business)	<input type="checkbox"/> State Govt	
<input type="checkbox"/> Exempt For Hire	<input type="checkbox"/> Migrant	<input type="checkbox"/> Local Govt	
<input type="checkbox"/> Private(Property)	<input type="checkbox"/> U.S. Mail	<input type="checkbox"/> Indian Nation	
<input type="checkbox"/> Priv. Pass. (Business)	<input type="checkbox"/> Fed. Govt		
<b>Carrier Operations:</b>			
<input checked="" type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input type="checkbox"/> Intrastate Only (Non-HM)	
<b>Carco Carried:</b>			
<input checked="" type="checkbox"/> General Freight	<input type="checkbox"/> Liquids/Gases	<input type="checkbox"/> Chemicals	
<input type="checkbox"/> Household Goods	<input type="checkbox"/> Intermodal Cont.	<input type="checkbox"/> Commodities Dry Bulk	
<input type="checkbox"/> Metal: sheets, coils, rolls	<input type="checkbox"/> Passengers	<input type="checkbox"/> Refrigerated Food	
<input checked="" type="checkbox"/> Motor Vehicles	<input type="checkbox"/> Oilfield Equipment	<input type="checkbox"/> Beverages	
<input type="checkbox"/> Drive/Tow away	<input type="checkbox"/> Livestock	<input type="checkbox"/> Paper Products	
<input type="checkbox"/> Logs, Poles, Beams, Lumber	<input type="checkbox"/> Grain, Feed, Hay	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Building Materials	<input type="checkbox"/> Coal/Coke	<input type="checkbox"/> Agricultural/Farm Supplies	
<input type="checkbox"/> Mobile Homes	<input type="checkbox"/> Meat	<input type="checkbox"/> Construction	
<input type="checkbox"/> Machinery, Large Objects	<input type="checkbox"/> Garbage/Refuse	<input type="checkbox"/> Water Well	
<input type="checkbox"/> Fresh Produce	<input type="checkbox"/> US Mail		

**ID/Operations | Inspections/Crashes in US | Inspections/Crashes in Canada | Safety Rating**

US Inspection results for 24 months prior to: 01/30/2014

Total Inspections: 11  
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

**Inspections:**

Inspection Type	Vehicle	Driver	Hazmat	SEP
Inspections	1	11	0	0
Out of Service	1	0	0	0
Out of Service %	100%	0%	%	0%
Natl Average % (2009-2010)	20.72%	5.51%	4.50%	N/A

**Crashes reported to FMCSA by states for 24 months prior to: 01/30/2014**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

**Crashes:**

Type	Fatal	Injury	Tow	Total
Crashes	0	0	2	2

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

**Canadian Inspection results for 24 months prior to: 01/30/2014**

Total Inspections: 0  
 Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

**Inspections:**

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

**Crashes results for 24 months prior to: 01/30/2014**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

**Crashes:**

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

**Carrier Safety Rating:**

The rating below is current as of: 01/30/2014

**Review Information:**

Posting Date:	08/28/2009	Review Date:	08/21/2009
Rating:	Satisfactory	Type:	Compliance Review

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
A&I Online: Safety Measurement System



MCDONALD'S TOWING AND RESCUE INC

DOT#: 509682

The SMS provides an assessment of a motor carrier's on-road performance and investigation results within the Behavior Analysis and Safety Improvement Categories (BASiCs). Assessments cover 24 months of activity and results are updated monthly. For current Motor Carrier Safety Ratings visit SAFER and for current operating authority and insurance information visit Licensing and Insurance (L&I) system.

Select a BASiC below to view details

BASiCs Overview  
(Based on a 24-month record ending December 27, 2013)

Unsafe Driving



Hours-of-Service (HOS) Compliance



Driver Fitness



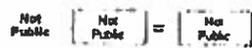
Controlled Substances and Alcohol



Vehicle Maintenance



Hazardous Materials (HM) Compliance



Crash Indicator



SUMMARY OF ACTIVITIES

	Number	OSR Rate
Total Inspections:	11	
Driver Inspections:	11	0 %
Vehicle Inspections:	1	100 %
Placardable HM Inspections:	0	0 %
% Placardable HM Inspections:	0 %	

Total Crashes*	2
Fatal Crashes:	0
Injury Crashes:	0
Towaway Crashes:	2

\*Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility. Continue for details.

RECENT INVESTIGATIONS

The following are up to five most recent investigations:

Intervention Type	Date
Compliance Review	8/21/2009
Compliance Review	4/27/2005
Compliance Review	8/8/2001
Compliance Review	2/17/1995

ICON LEGEND



Serious violation cited within last 12 months from an investigation.



Denotes the carrier exceeds the FMCSA intervention threshold relative to its safety event grouping based upon roadside stop and/or has been cited with one or more serious violations within the past 12 months during an investigation. Therefore, this carrier may be prioritized for an intervention action and roadside inspection.

Carrier Registration Information as of December 27, 2013

Legal Name:	McDonald's Towing And Rescue Inc	Vehicle Miles Traveled:	1,000,000
DBA Name:	McDonald's Towing And Rescue And Fresh Towing	VMT Year:	2012
DOT#:	509682	Power Units:	56
MC or MX#:	MC-677690	DUNS Number:	
Address:	2976 Interstate Parkway Kalamazoo, MI 49048	Drivers:	37
Telephone:	(269) 342-0973	Carrier Operation:	Interstate
Fax:	(269) 342-8351	Passenger:	No
Email:	perntsbema@aol.com	Subject to Placardable HM Threshold:	No
		HHQ:	No
		New Entrant:	No

Operation Classification:

<input checked="" type="checkbox"/> AUTHORIZED FOR HIRE	<input type="checkbox"/> EXEMPT FOR HIRE	<input type="checkbox"/> PRIVATE PROPERTY
<input type="checkbox"/> PRIVATE PASSENGER, BUSINESS	<input type="checkbox"/> PRIVATE PASSENGER, NON-BUSINESS	<input type="checkbox"/> MIGRANT
<input type="checkbox"/> U. S. MAIL	<input type="checkbox"/> FEDERAL GOVERNMENT	<input type="checkbox"/> STATE GOVERNMENT
<input type="checkbox"/> LOCAL GOVERNMENT	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> OTHER

Cargo Carried:

<input checked="" type="checkbox"/> GENERAL FREIGHT	<input type="checkbox"/> HOUSEHOLD GOODS	<input type="checkbox"/> METAL; SHEETS, COILS, ROLLS
<input checked="" type="checkbox"/> MOTOR VEHICLES	<input type="checkbox"/> DRIVE AWAY/TOWAWAY	<input type="checkbox"/> LOGS, POLES, BEAMS, LUMBER
<input type="checkbox"/> BUILDING MATERIALS	<input type="checkbox"/> MOBILE HOMES	<input type="checkbox"/> MACHINERY, LARGE OBJECTS
<input type="checkbox"/> FRESH PRODUCE	<input type="checkbox"/> LIQUIDS/GASES	<input type="checkbox"/> INTERMODAL CONTAINERS
<input type="checkbox"/> PASSENGERS	<input type="checkbox"/> OIL FIELD EQUIPMENT	<input type="checkbox"/> LIVESTOCK
<input type="checkbox"/> GRAIN, FEED, HAY	<input type="checkbox"/> COAL, COKE	<input type="checkbox"/> MEAT
<input type="checkbox"/> GARBAGE, REFUSE, TRASH	<input type="checkbox"/> U. S. MAIL	<input type="checkbox"/> CHEMICALS

PAPER PRODUCTS CONSTRUCTION	UTILITY WATER WELL	FARM SUPPLIES OTHER
--------------------------------	-----------------------	------------------------

Vehicle Type	Owned	Term Leased	Trip Leased
Crane Trucks	30		
Truck Tractors	8		
Tractors*	2		
Hazmat Cargo Tank Tractors*			
Hazmat Cargo Tank Trucks			
Motor Coach			
School Bus 1-8 Passengers			
School Bus 9-15 Passengers			
School Bus 16+ Passengers			
Mini-Bus 16+ Passengers			
Van 1-8 Passengers			
Van 9-15 Passengers			
Limousine 1-8 Passengers			
Limousine 9-15 Passengers			
Limousine 16+ Passengers			

\* Indicates power units not used by the Carrier Safety Measurement System when calculating total power units.

**USE OF SMS DATA/INFORMATION**

The data in the Safety Measurement System (SMS) is performance data used by the Agency and Enforcement Community. A  symbol, based on that data, indicates that FMCSA may prioritize a motor carrier for further monitoring.

The  symbol is not intended to imply any federal safety rating of the carrier pursuant to 49 USC 31144. Readers should not draw conclusions about a carrier's overall safety condition simply based on the data displayed in this system. Unless a motor carrier in the SMS has received an UNSATISFACTORY safety rating pursuant to 49 CFR Part 385, or has otherwise been ordered to discontinue operations by the FMCSA, it is authorized to operate on the nation's roadways.



[Feedback](#) | [Privacy Policy](#) | [USA.gov](#) | [Freedom of Information Act \(FOIA\)](#) | [Accessibility](#) | [DOD Hotline](#) | [View Policies and Important Links](#) | [Site Map](#) | [Page 48](#)

Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5600 • TTY: 1-800-877-8339 • [Field Office Contacts](#)

Carrier Registration Information as of December 27, 2013			
<b>Legal Name:</b>	Medonick's Towing And Rescue Inc	<b>Vehicle Miles Traveled:</b>	1,000,000
<b>DMA Name:</b>	Medonick's Towing And Rescue And First Towing	<b>VMT Year:</b>	2012
<b>DOT#:</b>	509682	<b>Power Units:</b>	56
<b>MC or MX#:</b>	MC-877880	<b>DUNS Number:</b>	
<b>Address:</b>	2676 Interstate Parkway Kalamazoo, MI 49048	<b>Drivers:</b>	37 Interstate
<b>Telephone:</b>	(268) 342-0873	<b>Carrier Operations:</b>	
<b>Fax:</b>	(268) 342-8351	<b>Passengers:</b>	No
<b>Email:</b>	panw@ams@aol.com	<b>HM:</b>	No
		<b>HHQ:</b>	No
		<b>New Entrant:</b>	No
<b>Operation Classification:</b>			
<input checked="" type="checkbox"/> AUTHORIZED FOR HIRE	EXEMPT FOR HIRE <input type="checkbox"/>	PRIVATE PROPERTY	
PRIVATE PASSENGER, BUSINESS	PRIVATE PASSENGER, NON-BUSINESS	MIGRANT	
U. S. MAIL	FEDERAL GOVERNMENT	STATE GOVERNMENT	
LOCAL GOVERNMENT	INDIAN TRIBE	OTHER	
<b>Cargo Carried:</b>			
<input checked="" type="checkbox"/> GENERAL FREIGHT	HOUSEHOLD GOODS	METAL; SHEETS, COILS, ROLLS	
<input checked="" type="checkbox"/> MOTOR VEHICLE	DRIVE AWAY/TOWAWAY	LOGS, POLES, BEAMS, LUMBER	
BUILDING MATERIALS	MOBILE HOMES	MACHINERY, LARGE OBJECTS	
FRESH PRODUCE	LIQUIDS/GASES	INTERMODAL CONTAINERS	
PASSENGERS	OIL FIELD EQUIPMENT	LIVESTOCK	
GRAIN, FEED, HAY	COAL, COKE	MEAT	
GARBAGE, REFUSE, TRASH	U.S. MAIL	CHEMICALS	
COMMODITIES DRY BULK	REFRIGERATED FOOD	BEVERAGES	
PAPER PRODUCTS	UTILITY	FARM SUPPLIES	
CONSTRUCTION	WATER WELL	OTHER	
<b>Vehicle Type Breakdown</b>			
<b>Vehicle Type</b>	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>
Straight Trucks	50		
Truck Tractors	6		
Trailers*	2		
Heavy Duty Cargo Truck Trailers*			
Heavy Duty Cargo Truck Tractor			
Motor Coach			
School Bus 1-8 Passengers*			
School Bus 9-15 Passengers			
School Bus 16+ Passengers	11		
Mid-Bus 16+ Passengers			
Van 1-8 Passengers*			
Van 9-15 Passengers			
Limousine 1-8 Passengers*			
Limousine 9-15 Passengers			
Limousine 16+ Passengers			
* Indicates power units not used by the Carrier Safety Measurement System when calculating total power units.			

Select a BASIC to View Details

BASICs Overview (Based on a 24-month record ending December 27, 2013)	PERFORMANCE	
	On-Road	Investigation
Unsafe Driving	33.1% 33.1% of motor carriers in the same safety event group as U.S. DOT 509682 (i.e., carriers with 5-6 driver inspections with Unsafe Driving Violations) have demonstrated better on-road compliance in this BASIC.	=
Hours-of-Service (HOS) Compliance	0% U.S. DOT 509682 has enough relevant driver inspections (11) but 0 HOS Compliance violations.	=
Driver Fitness	0% U.S. DOT 509682 has enough relevant driver inspections (11) but 0 Driver Fitness violations.	=
Controlled Substances and Alcohol	0% U.S. DOT 509682 has 0 Controlled Substances/Alcohol BASIC violations.	=
Vehicle Maintenance	< 5 vehicle insp. (1) U.S. DOT 509682 has 1 vehicle inspection(s) with Vehicle Maintenance violations out of 1 relevant inspections. 5+ relevant inspections are required for assessment.	=
Hazardous Materials (HM) Compliance	Not Public	Not Public
Crash Indicator	Not Public	Not Applicable

4.18



Jennifer M. Granholm  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
PUBLIC SERVICE COMMISSION

Monica Martinez  
COMMISSIONER

Orjiakor N. Isigou  
CHAIRMAN

Steven A. Transeth  
COMMISSIONER

STANLEY "SKIP" PRUSS  
DIRECTOR

MPSC# 26145

MCDONALD'S TOWING & RESCUE, INC., D/B/A  
FROST TOWING  
2975 INTERSTATE PKWY  
KALAMAZOO, MI 49048



MOTOR CARRIER CERTIFICATE

On June 9, 2009, the Director of the Motor Carrier Division of the Michigan Public Service Commission pursuant to the authority delegated by the Commission under P.A. 584 of 2008 amending the provisions of MCL 475.1 (m), finds:

1. That the character and condition of the vehicles proposed to be operated are such that they may be operated safely upon the public highways.
2. That the applicant is fit, has the ability to operate safely, and is able to comply with the Motor Carrier Act, rules and regulations of the Commission.
3. That the granting of this certificate is consistent with the transportation policy set forth in section 2 of article 1 of the Motor Carrier Act.

IT IS ORDERED, in accordance with the provisions of Act 254, of 1933, as amended, that the applicant is granted an intrastate Motor Carrier Certificate. The Certificate does not include the transportation of household goods.

This Certificate becomes effective on June 9, 2009 .

This Certificate may be suspended or revoked if the motor carrier fails to maintain insurance in compliance with statutory requirements.

A COPY OF THIS DOCUMENT MUST BE CARRIED IN EACH  
VEHICLE OPERATED UNDER THIS CERTIFICATE.

DELEG is an equal opportunity employer/program.  
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

4.18

State of Michigan  
Public Service Commission  
Department of Licensing and Regulatory Affairs

UNIFIED CARRIER REGISTRATION FORM - Year 2014  
Valid to Code 6014  
To register online go to [WWW.UCR.IN.GOV](http://WWW.UCR.IN.GOV)

**SECTION 1. GENERAL INFORMATION**

USDOT Number <b>509682</b>	MC or MX Number <b>ME 677690</b>	IF Number	Telephone Number <b>269-342-0973</b>	Fax Number <b>269-342-8351</b>
Legal Name <b>McDonald's Towing &amp; Rescue Inc</b>				
Doing Business Under The Following Name (DBA) <b>McDonald's Towing &amp; Rescue, First Towing, Merit &amp; Inspection Service</b>				
Principal Place Of Business Street Address (See Instructions) <b>2975 Interstate Pkwy,</b>				
Principal Business City <b>Kalamazoo</b>		Principal Business State <b>Michigan</b>		Zip Code <b>49048</b>
Mailing Street Address <b>2975 Interstate Pkwy</b>				
Mailing City <b>Kalamazoo</b>		Mailing State <b>Michigan</b>		Mailing Zip Code <b>49048</b>

**SECTION 2. CLASSIFICATION - Check All That Apply**

Motor Carrier     Motor Private Carrier     Broker     Leasing Company     Freight Forwarder

**SECTION 3. FEES DUE-BROKERS, FREIGHT FORWARDERS AND LEASING COMPANIES ONLY**  
Note: If your company is also a motor carrier or motor private carrier, skip this section and go to section 4.  
Brokers, freight forwarders and leasing companies (not combined with a motor carrier entity), please submit the amount due of \$76 in the form of payment acceptable by your base state and go to Section 7.

**SECTION 4. NO. OF MOTOR VEHICLES- MOTOR CARRIER & MOTOR PRIVATE CARRIER**  
Check only one box ( See Instructions for additional requirements if you select Option B.):  
Option A  The number of vehicles shown below has been taken from section 26 of your last reported MCS-150 form.  
Option B  The number of vehicles shown below is the total number owned and operated for the 12-month period ending June 30, 2012.

LINE NO.	NUMBER OF STRAIGHT TRUCKS AND TRACTORS (COLUMN A)	(COLUMN B)	NO. OF MOTOR COACHES, SCHOOL BUSES, MINI-BUSES, VANS, LIMOUSINES (COLUMN C)	TOTAL (COLUMN D)
1.				<b>45</b>
<b>Subtract:</b>				
2.	(A) The number of vehicles on Line 1 in Column C above that has a vehicle capacity of 10 or less passengers, including the driver.			
	(B) (Optional) The number of vehicles on Line 1 in Column A above that are used exclusively in intrastate transportation. You are required to maintain a list of vehicles excluded under this option. See Instructions for additional requirements if you select this option.			( )
3.	(Optional) Add a number of vehicles not shown on Line 1 above that are: (A) Commercial motor vehicles operating exclusively in intrastate commerce. (See instructions for definition of commercial motor vehicle.) (B) Used in commerce to transport passengers or property for compensation and have a GVWR or GVW of 10,000 lbs or less, or a passenger capacity of 10 or less, including the driver.			
4.	<b>Total Number of Vehicles (Line 1 minus Line 2 plus Line 3)</b>			<b>45</b>

**SECTION 5. FEE TABLE**

Number of Vehicles	Amount Due	Number of Vehicles	Amount Due	Number of Vehicles	Amount Due
0-2	\$76	6-20	\$452	101-1000	\$7,511
3-5	\$227	21-100	\$1,576	1001 or more	\$73,346

**SECTION 6. FEES DUE - MOTOR CARRIER & MOTOR PRIVATE CARRIER**  
Using the number of vehicles in Section 4, Line 4 above, enter the Amount Due from the table above.  
Note: See last page of this pamphlet for the types of payment your selected base state will accept.  
\$ **1576.00**

**SECTION 7. CERTIFICATION**  
I, the undersigned, under penalty for false statement, certify that the above information is true and correct and that I am authorized to execute and file this document on behalf of the applicant. (Penalty provisions subject to the laws of the registration state.)  
Signature: **Chris McDonald**    Title: **CEO**    Date: **11/1/2013**

4.60

Charter  
**Township**  
of Kalamazoo

**BUILDING DEPARTMENT**  
Telephone: (269) 381-8085 Ext. 128  
Fax: (269) 381-8288

Kevin Cardiff, Building Official  
E-Mail: "BldgOfficial@kalamazootownship.org"  
Internet: "http://www.kalamazootownship.org"

1720 Riverview Drive  
Kalamazoo, Michigan 49004-1099

July 8, 2008

Re: McDonald's Towing  
Impound/Storage Lot and Facility at  
235 West Mosel Avenue in Kalamazoo Township

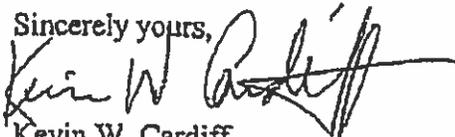
To Whom It May Concern:

This is to confirm that the above-referenced premises and operation are in compliance with the Zoning Ordinance and General Code Ordinances of the Charter Township of Kalamazoo.

McDonald's Towing was granted a Special Exception Use permit for this property in 1992 in accordance with the Zoning Ordinance, and have maintained the operation as required.

Please contact this office if you have any questions regarding this matter.

Sincerely yours,



Kevin W. Cardiff  
Building Official/Zoning Administrator

4.60

Charter  
**TOWNSHIP**  
*of Kalamazoo*

TELEPHONE (616) 381-8080  
FAX (616) 381-3550  
1720 RIVERVIEW DRIVE  
KALAMAZOO, MICHIGAN 49004

June 27, 1996

Re: McDonald's Towing  
Impound/Storage Facility  
2513 North Burdick Street  
Kalamazoo, Michigan

To Whom It May Concern:

This is to advise you that the above-referenced premises and operation are in compliance with the Zoning and General Code regulations of the Charter Township of Kalamazoo.

Mc Donald's Towing was granted a special exception use permit for this property on April 3, 1992 -- see attached minutes of the Planning Commission meeting.

Please contact this office if you have any questions or need further information.

Sincerely,  
*Kevin W. Cardiff*  
Kevin W. Cardiff  
Building Official/Zoning Administrator

Attach.

11-4-04  
PC mtg

**SITE PLAN REVIEW - CSM HOLDINGS**

The next matter to come before the Planning Commission was consideration of the application of CSM Holdings for site plan review for a proposed garage building to be established at ~~2975 Interstate Parkway, Union Township.~~

Mr. Craig McDonald indicated that the proposed garage would be used for motor vehicle storage in connection with his towing and repair business. In response to a question from Commissioner Shannon, Mr. McDonald indicated that SteelCon had previously occupied the subject property.

Commissioner Ledbetter inquired as to whether the applicant was planning on establishing any additional landscaping on the site. Mr. McDonald indicated that he would be willing to provide additional landscaping if needed, but that the subject site is heavily wooded. In response to further question from Mr. Ledbetter, Mr. McDonald indicated that he would be putting additional lighting on the site. In response to a question from the Vice-Chairman, Mr. McDonald indicated that water, sewer and gas would eventually be extended to the garage. He indicated that he repairs fire engines. He indicated that the proposed garage building would be used for storage for both his personal vehicles and in connection with his business.

Commissioner Gazdag indicated that the Planning Commission had received a memorandum from the Township Engineer recommending approval of the site plan. He noted that the proposed garage was only a small addition to the site. He indicated that what was proposed was not a big change from the activity conducted there before. He noted that the subject site is wooded and that there therefore did not appear to be a need for additional landscaping on the site. ~~He then moved that the Planning Commission grant site plan review approval. Commissioner Balkema seconded the motion and the motion passed unanimously.~~

There being no further matters to come before the Planning Commission, the meeting was adjourned.

\_\_\_\_\_  
Annette Summerfield, Secretary

Minutes Prepared: November 5, 2004  
Minutes Approved: \_\_\_\_\_

**ITEMS FOR FUTURE PLANNING COMMISSION CONSIDERATION**

None scheduled at this time.

CERTIFIED TRUE  
AND EXACT COPY  
Int. Anna Fordell

4.21

## PROPERTY LEASE

**MICHIGAN TOWING & RECOVERY, LLC**, a Michigan Limited Liability Corporation of 2975 Interstate Parkway, Kalamazoo, MI 49048 the "lessor", and **MCDONALD'S TOWING & RESCUE, INC.**, a Michigan Corporation of 2975 Interstate Parkway, Kalamazoo, MI 490048, the "lessee", enter into this lease subject to the following conditions:

1. *Premises.* The lessor leases to the lessee the property located at **235 W. Mosel Avenue, Kalamazoo, Michigan 49007.**
2. *Term.* The term of this lease shall be ten (10) years, commencing on **June 30, 2008**, with the option to renew at the expiration of this lease.
3. *Rent.*
  - a. *Base rent.* The lessee shall pay the lessor **\$6,000.00** per year as base rent for the premises, in yearly installments starting on the commencement date.
  - b. *Additional rent.* The lessor shall be responsible for the payment of all the taxes and insurance on the premises as required by this lease and all the utility services for the premises, including water, sewer, gas, electricity, heat, and other services delivered to the premises. The lessee shall pay for all other services contracted for by the lessee as soon as an invoice is presented so that no past due accounts arise.
  - c. *Signs.* All signs placed on the premises shall be in keeping with the character and decor of the premises.
4. *Acceptance of occupancy.* The lessee shall commence occupancy of the premises on the commencement date and begin paying rent as required by this lease. The lessee acknowledges that the premises are in a state of repair that is acceptable for the lessee's intended use of the premises. The lessee accepts the premises as they are.
6. *Vacation of the premises.* The lessee shall not vacate or abandon the premises during the term of this lease. If the lessee does abandon or vacate the premises or is dispossessed by process of law or otherwise, any of the lessee's personal property that is left on the premises shall be deemed abandoned by the lessee, at the option of the lessor.
7. *Use.* The premises are to be used and occupied by the lessee for secured vehicle storage, and limited vehicle sales. No activity shall be conducted on the premises that does not comply with all state and local laws.
8. *Repairs and maintenance.* The lessee shall be responsible for all maintenance and repair of the premises. The lessee must repair and maintain the premises at the lessee's expense. The premises shall be kept in good and safe condition, including any plate glass windows, the electrical wiring, the plumbing, any other system or equipment on the premises, structural members of all buildings, and other improvements on the premises.

9. *Surrender of the premises.* The lessee shall surrender the premises to the lessor when this lease expires, broom clean and in the same condition as on the commencement date, except for normal wear and tear.
10. *Entry and inspection.* The lessee shall permit the lessor or the lessor's agents to enter the premises at reasonable times and with reasonable notice, to inspect and repair the premises. During the 90 days before the lease expires, the lessee shall permit the lessor to place standard "For Lease" signs on the premises and permit persons desiring to lease the premises to inspect the premises.
11. *Taxes and assessments.* The Lessor shall pay all real and personal property taxes and assessments levied against the premises during the term of this lease. All taxes levied on personal property owned or leased by the lessee are the sole responsibility of the lessee.
12. *Alterations.* The lessee may remodel and improve the premises.
13. *Assignment and subletting.* The lessee may assign, sublet, transfer or convey its interest or any portion of its interest in the premises with written consent from the lessor. The lessor shall have total discretion on its approval of proposed assignments or subleases.
14. *Trade fixtures.* All trade fixtures and movable equipment installed by the lessee in connection with the business it conducts on the premises shall remain the property of the lessee and shall be removed when this lease expires. The lessee shall repair any damage caused by the removal of such fixtures, and the premises shall be restored to the original condition.
15. *Insurance.* The lessee shall insure the premises, including all buildings and improvements, for the replacement cost of the buildings and improvements, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. The lessee shall obtain and maintain in full force general liability and property damage insurance and insurance covering all claims for injuries to persons occurring on or around the premises. The lessor must approve the amount and the issuing company of the insurance. Each insurance policy shall also contain a provision exempting the lessor from any loss of coverage as an insured due to the acts of the lessee. The lessee shall give the lessor customary insurance certifications evidencing that the insurance is in effect during the term of the lease. All policies must also provide for notice by the insurance company to the lessor of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the lessee and the lessor as insured parties.
16. *The lessee's liability.* All the lessee's personal property, including trade fixtures, on the premises shall be kept at the lessee's sole risk, and the lessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises.
17. *Destruction of the premises.* If the premises are partially damaged or destroyed through no fault of the lessee, the lessor shall, at its own expense, promptly repair and restore the premises. If the premises are partially damaged, rent shall not abate in whole or in part during the period of restoration. If the premises are totally destroyed through no fault of the lessee or if the premises cannot be

- repaired and restored within 180 days, either party may terminate this lease effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this lease shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this lease shall continue, without abatement of rent, and the lessor shall repair the premises.
18. *Mutual releases.* The lessor and the lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The lessor and the lessee shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual release in this provision, in their insurance policies on the premises.
19. *Condemnation.* If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the lessor or the lessee may terminate this lease, effective the date the public authority takes possession. All damages for the condemnation of the premises, or damages awarded because of the taking, shall be payable to and the sole property of the lessor.
20. *Indemnity.* The lessee agrees to indemnify and defend the lessor for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the lessee or the premises, except for liability resulting from the intentional acts or gross negligence of the lessor or its employees, agents, invitees, or business visitors.
21. *Default and reentry.* If the lessee fails to pay rent when due; if the lessee fails to perform any other obligations under this agreement within 10 days after receiving written notice of the default from the lessor; or if any proceedings are instituted by or against the lessee for bankruptcy (including reorganization) or under any insolvency laws, the lessor may terminate this lease, reenter the premises, and seek to relet the premises on whatever terms the lessor thinks advisable. Notwithstanding reentry by the lessor, the lessee shall continue to be liable to the lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the lessor may at any time elect to terminate this lease for any default by the lessee by giving the lessee written notice of the termination.

In addition to the lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the lessor deems necessary any repairs that the lessee is required to make or if the lessee defaults in the performance of any of its obligations under this lease, the lessor may make repairs or cure defaults and shall not be responsible to the lessee for any loss or damage that is caused by that action. The lessee shall immediately pay to the lessor, on demand, the lessor's costs for curing any defaults, as additional rent under this lease.

- 22. *Subordination.* This lease and the lessee's rights under it shall at all times be subordinate to the lien of any mortgage the lessor places on the premises or to any collateral assignment the lessor makes of this lease or of rent under this lease. However, as long as the lessee is not in default under this lease, the foreclosure of a mortgage given by the lessor shall not affect the lessee's rights under this lease. At the request of any lienholder, the lessee shall provide the lessor with a customary tenant's estoppel letter regarding the status of this lease. Lessor shall provide to any lien holder/lender/SBA a 60-day written notice of intent to terminate this lease. If the lessor defaults on the payment of its mortgage on the premises, the lessee may make the monthly payment owed under the mortgage note and deduct that amount from the rent owed under this lease.
- 23. *Notices.* Any notices required under this lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this lease or to such other addresses as the parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.
- 23. *The lessee's possession and enjoyment.* As long as the lessee pays the rent as specified in this lease and performs all its obligations under this lease, the lessee may peacefully and quietly hold and enjoy the premises for the term of this lease.
- 24. *Holding over.* If the lessee does not vacate the premises at the end of the term of this lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by the lessor at its sole discretion.
- 25. *Entire agreement.* This agreement, together with the security and option agreement entered into between the lessor and the lessee contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.
- 26. *Waiver.* The failure of the lessor to enforce any condition of this lease shall not be a waiver of its right to enforce every condition of this lease. No provision of this lease shall be deemed to have been waived unless the waiver is in writing.
- 27. *Binding effect.* This agreement shall bind and benefit the parties and their successors and permitted assigns.
- 28. *Time is the essence.* Time is the essence in the performance of this lease.
- 29. *Effective date.* This lease shall be effective June 30, 2008.

LESSOR:

LESSEE:

MICHIGAN TOWING & RECOVERY  
L.L.C.

MCDONALD'S TOWING & RESCUE,  
INC.

BY:   
 \_\_\_\_\_  
 CRAIG MCDONALD, MEMBER

By:   
 \_\_\_\_\_  
 CRAIG MCDONALD, PRESIDENT

4.21

WARRANTY DEED

IRMA YAGER trustee, or any successor trustee, of the IRMA YAGER TRUST AGREEMENT DATED FEBRUARY 2, 1990, as amended, whose address is 6762 East G Avenue, Kalamazoo, Michigan 49048, Grantor, conveys, warrants, grants, bargains, remises, aliens, and confirms to the Grantee, MICHIGAN TOWING & RECOVERY, L.L.C., a Michigan limited liability company, whose address is 2975 Interstate Parkway, Kalamazoo, Michigan 49048 the following described premises in the Township of Kalamazoo, Kalamazoo County, Michigan:

See Attached Exhibit A

for \$60,000.00, subject to easements and building and use restrictions of record, if any, and zoning ordinances, and further subject to any encumbrances that have arisen under or through Grantee Since February 1, 1993, the date of the land contract pursuant to which this deed is given in fulfillment of and termination of the land contract. The Grantor covenants and agrees that the Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises or any part of them to be charged or encumbered in title, estate, or otherwise.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

*Irma Yager*  
\_\_\_\_\_  
IRMA YAGER TRUSTEE

STATE OF MICHIGAN     )  
                                  ) ss  
KALAMAZOO COUNTY    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June 2008, by IRMA YAGER, TRUSTEE.

*Emilia Nordquist*  
\_\_\_\_\_  
Emilia Nordquist, Notary Public  
State of Michigan, County of Kalamazoo  
My commission expires: 10/09/2011

Drafted by and when recorded return to:  
Trudy Y. Luedecking, P.C.  
Trudy Y. Luedecking  
PO BOX 593

Send subsequent tax bills to:  
2975 Interstate Parkway  
Kalamazoo MI 49048

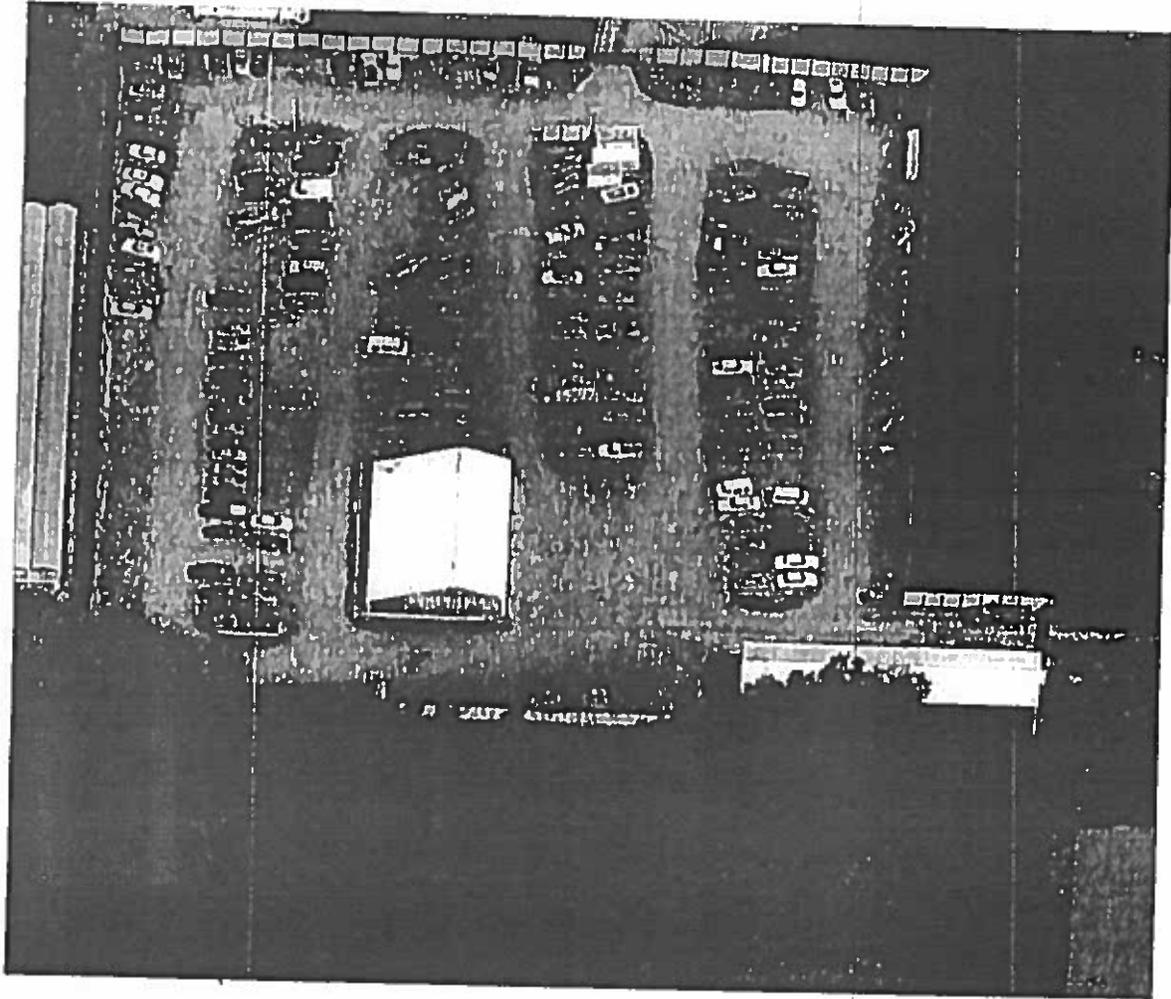
4.21

parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 10, T. 2 S., R. 11 W, commencing at the Northwest corner of Section 10, T. 2 S., R. 11 W.; thence East along the North line of said Section, 962.31 feet for the point of beginning of the parcel hereinafter described; thence South 01°-23'-12" East, 132.02 feet; thence South 89°-58'-31" West, 196.10 feet; thence South 01°-20'-26" East, parallel with the East line of the West 1/2 of the Northwest 1/4 of said Section, 388.01 feet; thence North 89°-54'-47" East, 264.00 feet; thence North 01°-20'-26" West parallel with and 297.00 feet West of the East line of the West 1/2 of the Northwest 1/4 of said Section, 387.72 feet; thence South 89°-58'-31" West, 37.90 feet; thence North 01°-23'-13" West, 132.00 feet; thence West along the North line of said Section, 30.00 feet to the point of beginning. Said parcel containing 2.42 acres.

4.21

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



BURDICK LOT OVER VIEW



4.22

**JANSEN VALK THOMPSON REAHM PC**  
*Certified Public Accountants and Consultants*

Nancy L. Thompson

Direct (269) 337-4125  
nthompson@jvtr.com

February 6, 2014

**Confidential**

**McDonald Towing and Rescue, Inc.**  
2975 Interstate Parkway  
Kalamazoo, MI 49048

To Whom It May Concern:

I am the Certified Public Accountant (CPA) for McDonald Towing and Rescue, Inc. (the Company) and my firm, Jansen Valk Thompson & Reahm, PC, is engaged to provide tax and accounting services for the Company.

Based on my experience with the management of the Company, I have no concerns regarding their financial ability to undertake the proposed contact with The City of Portage – Towing and Impound Lot Services.

Please feel free to contact me if you have any questions.

Sincerely,

JANSEN VALK THOMPSON REAHM PC

*Nancy L. Thompson*

Nancy L. Thompson  
Principal

MCD LTR 02 07 14.docx

4.24



800 East Milham  
Portage, MI 49002  
p: 269.323.2200  
f: 269.323.3251  
www.talmerwest.com

February 4, 2014

City of Portage  
Portage, Michigan

Re: McDonald's Towing Inc.

To Whom It May Concern:

This letter serves as a financial recommendation for McDonald's Towing Inc. located at 2975 Interstate Parkway, Kalamazoo, Michigan 49048.

McDonald's Towing has been a good customer of our bank for the past twenty years. The company is financially sound, and is financially able to service and complete their contracts with the city of Portage.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "D. H. Moored".

David H. Moored  
Vice President

4.24



---

88 N. Main Street • P.O. Box 407 • Three Rivers, MI 49093 • Phone 269-273-1715 • Toll Free 877-273-1715

---

January 31, 2014

City of Portage, MI  
7900 S. Westnedge Ave.  
Portage, MI 49002

RE: City of Portage Towing Contract

To whom it may concern:

McDonald's Towing & Rescue, Inc. located at 2975 Interstate Industrial Parkway, Kalamazoo, MI 49048 is financially sound and able to complete the terms of the City of Portage towing contract. I have been Mr. McDonald's Banker for the last 15 years and can attest to the financial strength of McDonald's Towing & Rescue, Inc.

If there are any questions or concerns please contact me at 269-279-3505.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven J. Todd", is written over the typed name.

Steven J. Todd  
Vice President  
Commercial Loan Officer

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

## Financial References

1. Talmer West Bank  
800 E. Milham  
Portage, MI 49002  
(269) 323-2200  
Contact: David H. Moored
  
2. Southern Michigan Bank  
88 N. Main Street  
P.O. Box 407  
Three Rivers, MI 49093  
(269) 273-1715  
Contact: Steven Todd
  
3. Jansen, Valk, Thompson, & Reahm, PC  
7171 Stadium Drive  
Kalamazoo, MI 49008  
(269) 337-4125  
Contact: Nancy Thompson
  
4. Keystone Community Bank  
107 W. Michigan Ave.  
Kalamazoo, MI 49007  
(269) 553-9100  
Contact: Thomas Schlueter
  
5. Miller Industries  
8503 Hilltop Drive  
Ooltewah, TN 37363  
(800) 292-0330  
Contact: Jeff Bagley
  
6. Reed & Hoppes Towing  
2661 E. Grand River Ave.  
Portland, MI 48875  
(517) 647-4441  
Contact: Robert Hoppes, Jr.

4.24

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

## Business References

1. Seelye Ford  
3820 Stadium Drive  
Kalamazoo, MI 49008  
(269) 375-3820  
Contact: Renee
2. Westside Auto Body  
7697 Stadium Drive  
Kalamazoo, MI 49009  
(269) 375-9050  
Contact: Rob Jackson
3. Orrin B. Hayes  
543 W. Michigan Ave  
Kalamazoo, MI 49007  
(269) 345-0167  
Contact: Greg Muck
4. Eagle Auto Parts  
56636 Wilbur Rd.  
Three Rivers, MI 49093  
(269) 273-1265  
Contact: Dan
5. Advanced Auto and Truck  
11981 US 131  
Schoolcraft, MI 49087  
(269) 279-2500  
Contact: Bert Hovenkamp

4.23



Better Business Bureau®

In Western Michigan

## BBB BUSINESS REVIEW

What is a BBB Business Review?

BBB ACCREDITED BUSINESS SINCE 04/21/2009

**McDonald's Towing & Rescue, Inc.**

(269) 342-0973

2975 Interstate Pkwy, Kalamazoo, MI 49048-9500

[www.mcdonaldstowing.com](http://www.mcdonaldstowing.com)



ACCREDITED BUSINESS

A+

On a scale of A+ to F  
Reason for Rating  
BBB Ratings System  
Overview

[Click to show your trust for this company](#)

BBB Business Reviews may not be reproduced for sales or promotional purposes.

### BBB Accreditation

A BBB Accredited Business since 04/21/2009

BBB has determined that McDonald's Towing & Rescue, Inc. meets BBB accreditation standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses pay a fee for accreditation review/monitoring and for support of BBB services to the public.

BBB accreditation does not mean that the business' products or services have been evaluated or endorsed by BBB, or that BBB has made a determination as to the business' product quality or competency in performing services.

### Reason for Rating

BBB rating is based on 16 factors. Get the details about the factors considered.

Factors that raised McDonald's Towing & Rescue, Inc.'s rating include:

- Length of time business has been operating.
- Complaint volume filed with BBB for business of this size.
- Response to 2 complaint(s) filed against business.
- Resolution of complaint(s) filed against business.
- BBB has sufficient background information on this business.

### Customer Complaints Summary

2 complaints closed with BBB in last 3 years | 0 closed in last 12 months

Complaint Type	Total Closed Complaints
Billing / Collection Issues	1
Problems with Product / Service	1
Advertising / Sales Issues	0
Delivery Issues	0
Guarantee / Warranty Issues	0
<b>Total Closed Complaints</b>	<b>2</b>

4.23

### Government Actions

BBB knows of no significant government actions involving McDonald's Towing & Rescue, Inc..

What government actions does BBB report on?

### Advertising Review

BBB has nothing to report concerning McDonald's Towing & Rescue, Inc.'s advertising at this time.

What is BBB Advertising Review?

### Additional Information

BBB file opened: 03/17/1994  
Business started: 01/01/1980

**Type of Entity**  
Corporation

Incorporated: June 1994, MI

**Contact Information**  
Principal: Mr. Craig McDonald (President)

**Number of Employees**  
50

**Business Category**  
Towing - Automotive



*If you choose to do business with McDonald's Towing & Rescue, Inc., please let them know that you contacted BBB for a Business Review.*

4.26

# WESTERN MICHIGAN UNIVERSITY



Department of Public Safety

January 31, 2014

City of Portage  
7900 South Westnedge Avenue  
Portage, Michigan 49002

To Whom It May Concern,

Western Michigan University currently has an agreement with McDonald's Towing and Rescue for towing and emergency road services through April 30, 2013. McDonald's has served the university through much of the last seven years or so.

The university had been contracted with another towing service for a short period of time; however, the other towing service was unable to adhere to the agreement at the time. Fortunately, Craig McDonald met with a university representative immediately upon request and agreed to assist the university with the campus towing needs.

While there have been some minor issues with McDonald's employees over the years, all were resolved quickly and satisfactorily to the university.

Respectfully,

A handwritten signature in cursive script that reads "Carol Dedow".

Carol Dedow, Captain  
WMU Police Department

4.26



## Kalamazoo County Sheriff's Office

1500 Lamont Ave.  
Kalamazoo, Michigan 49048

February 7<sup>th</sup> 2014

City of Portage  
7900 South Westnedge Avenue  
Portage, Michigan  
49024

RE: McDonald's Towing and Rescue

Dear Colleague:

On behalf of the Sheriff's Office, I would like to express our agencies upmost respect for Craig McDonald and the staff at McDonalds Towing and Rescue.

Their service to our towing contact and the citizens of Kalamazoo County has been exemplary.

In 2009 I assumed the responsibilities of managing our towing contract and share the same admiration for the staff at McDonalds Towing and Rescue as my predecessor retired Sergeant Frever. Over the years a few issue have arisen and once they were brought to Craig McDonald's attention they were resolved in an expeditious and fair manner.

It is a privilege to offer this letter of recommendation, on behalf of McDonalds Towing and Rescue to the Portage City Council.

Respectfully,

A handwritten signature in black ink that reads "LT, Don Ester".

Donald Ester  
Operations Lieutenant



4.26  
Kalamazoo Department of Public Safety  
OFFICE OF THE CHIEF  
150 E. Crosstown, Suite A  
Kalamazoo, Michigan 49001-2849  
(269) 337-8123  
Fax (269) 337-8245

---

February 4<sup>th</sup>, 2014

City of Portage  
7900 South Westnedge Avenue  
Portage, Michigan  
49002

RE: McDonald's Towing and Rescue

Dear Colleague:

It is with pleasure to offer this letter of recommendation for McDonald's Towing Services. McDonald's Towing has been a partner with the City of Kalamazoo and specifically Kalamazoo Public Safety for the better part of 20 years.

The long tenure of our relationship is testament alone to the confidence we have in McDonald's Towing to deliver on the services that we contract for. Additionally, Craig McDonald is a hands on owner who has always been responsive to our needs and willing to solve any problem that has arisen.

If at any time you wish to speak to me in regards to McDonald's Towing please do not hesitate to ask.

Professionally



Chief Jeffrey M. Hadley

# McDonald's Towing and Rescue

2975 Interstate Parkway • Kalamazoo, MI 49048 • (269) 342-0973 • Fax (269) 342-0050

February 11, 2014

- 4.27 McDonald's Towing currently utilizes Tracker Software with a police department option. This allows transparency interaction between McDonald's Towing and the police department. The police department has the ability to oversee all daily services requested by the police department.

Our computer system and Tracker Management has many useful features, hence the name. Features of interest are:

- a) Tracking vehicles from point of pick up to destination.
- b) Tracker will generate customized lien letters.
- c) Tracker will generate an auction list, income reports for the auction, income from the buyers, and a general newspaper column of vehicles to be auctioned with description, and V.I.N.
- d) Portage Public Safety will have the option of direct interface with the DMV.
- e) Tracker will generate a list of impounded vehicles for which owner information is needed, and V.I.N. listed
- f) Tracker will generate an invoice for each Portage Public Safety requested tow with all vehicle information, case number, and rates charged listed.
- g) Tracker Lot Manager utilizes the bar code system for complete and quick inventory.

We currently control vehicles in impound with this system. All drivers, trucks, and equipment are kept on file through this system. Portage Public Safety has the option of continued use of this system with unlimited access to McDonald's Towing information on impounded vehicles including, but not limited to: response time, rates, vehicle information, complaint number, dates, etc. We believe this exceeds the requirements of 3.1.17

We allow 24 hour access to our impound lot for the police department, as well as all customers.

We have a very good working relationship with Jim Weaver and have utilized Tracker Management for 18 years.

The system will remain the property of McDonald's Towing and Rescue at all times, and can be accessed by authorized users. All information will be proprietary of McDonald's Towing and Rescue, Inc.

**TO:** Honorable Mayor and City Council

**FROM:** Laurence Shaffer, City Manager



**SUBJECT:** Lovers Lane / Kilgore Road Traffic Signal Interconnection Project (Design Engineering Services)

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

**ACTION RECOMMENDED:** That City Council award a contract to perform design engineering services for the Lovers Lane / Kilgore Road Traffic Signal Interconnection project to Abonmarche Consultants, Incorporated, in the amount not to exceed \$35,480 and authorize the City Manager to sign all documents related to the contract on behalf of the city.

The 2014 – 2024 Capital Improvement Program (CIP) contains a project proposed for Fiscal Year 2015 – 2016 to install an interconnected traffic signal system on Lovers Lane from East Centre Avenue to Kilgore Road and on Kilgore Road from Lovers Lane to Woodmont Drive / Burdick Street. The system will provide video detection, fiber optic cable installation, signal hardware upgrades and incorporate real-time traffic monitoring to the city traffic operation center. The project will improve traffic flow and progress along the two corridors.

The City Administration, through the Kalamazoo Area Transportation Study (KATS), confirmed receipt of federal Congestion Mitigation Air Quality (CMAQ) funds in the amount of \$352,850 to fund the construction of the project in the federal Fiscal Year 2015 – 2016. In order to receive this federal funding, the city must first submit the complete project design to the Michigan Department of Transportation (MDOT) for bidding in August 2015.

To complete the engineering services necessary, the City Administration prepared a Request for Proposal for design engineering services for the project and proposals were received on January 16, 2015. The design entails specialized engineering knowledge of traffic signal video camera operation, fiber optic cable installation and traffic progressing computer software. Two firms expressed interest in the project. Based upon the project requirements, staff is confident that the proposal received from Abonmarche Consultants, Incorporated, will address the needs of this project. Abonmarche has significant experience with MDOT procedures, traffic engineering expertise and has successfully completed similar projects in the city.

Therefore, it is recommended that City Council award a contract to Abonmarche Consultants, Incorporated, to perform design engineering services for the Lovers Lane / Kilgore Road Traffic Signal Interconnection project in the amount not to exceed \$35,480 and authorize the City Manager to sign all documents related to the contract on behalf of the city.

**FUNDING:** \$35,480 in Fiscal Year 2014 – 2024 CIP Funds

**Attachments:** Tabulation of Proposals

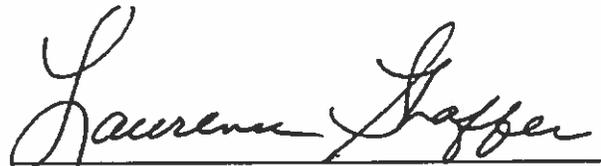
**TABULATION OF PROPOSALS  
LOVERS LANE/KILGORE ROAD CMAQ PROJECT**

<u>FIRM</u>	<u>DESIGN HOURS</u>	<u>BID</u>
Abonmarche Consultants, Inc. 95 W. Main St. Benton Harbor, MI 49022	318	\$35,480.00
DLZ Michigan, Inc. 535 S. Burdick, Ste. 248 Kalamazoo, MI 49007	843	\$41,709.92

**MATERIALS TRANSMITTED**

Friday, January 16, 2015

1. **COMMITTEE OF THE WHOLE:** Communication from the City Manager regarding the PA 198 Industrial Tax Abatement Policy.
2. Communication from the City Manager regarding the Kalamazoo County Household Hazardous Waste Contract – Information Only.
3. Communication from the City Manager regarding the Citizen Comment Card Summary for December 2014 – Information Only.
4. Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending June 30, 2014 – Information Only.



---

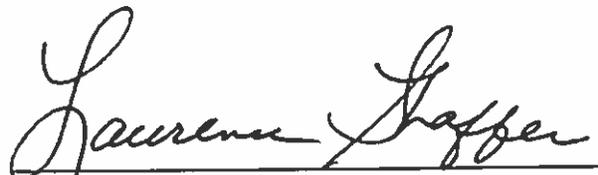
Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

**MATERIALS TRANSMITTED**

Tuesday, January 20, 2015

1. **TO BE ADDED TO THE JANUARY 20, 2015 CITY COUNCIL AGENDA AS ITEM G.2:** Communication from Mr. Charles Agosti regarding the proposed amendment to the City of Portage Code of Ordinances, Chapter 34, Fire Prevention and Protection, reflecting changes in the 2012 edition of the International Fire Code.
2. **TO BE ADDED TO THE JANUARY 20, 2015 CITY COUNCIL AGENDA AS ITEM K.1:** Communication from the City Manager recommending that City Council authorize the Administration to review the current contract with McDonald's Towing and Rescue, Inc. to ensure contract compliance and quality of service within the past year.
3. Communication from the City Manager regarding the City of Jackson Deer Population Management Program.



---

Laurence Shaffer, City Manager

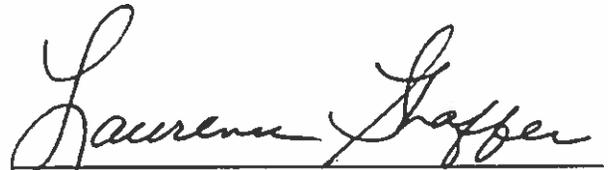
cc: Rob Boulis, Deputy City Manager



**MATERIALS TRANSMITTED**

Friday, January 30, 2015

1. Communication from the City Manager regarding 2012 International Fire Codes – Information Only.



Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager