

7:30 p.m. Call to Order.

Invocation: Pastor Craig Glass of Portage Free Methodist Church.

Pledge of Allegiance.

Roll Call.

Proclamation:

A. Approval of the Regular Meeting Minutes of May 26, 2015.

* B. Approval of Consent Agenda Motions.

* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of June 9, 2015, as presented.

D. Public Hearings:

E. Petitions and Statements of Citizens:

F. Reports from the Administration:

* 1. Communication from the City Manager recommending that City Council accept the renewal agreement from PCM, Inc., for continued provision of information technology services management on behalf of the City of Portage for a period of five years at a negotiated price of \$2,452,729 and authorize the City Manager to execute all documents related to this action on behalf of the city.

* 2. Communication from the City Manager recommending that City Council approve emergency expenditures in the estimated amount not to exceed \$110,000 for repairs related to the South 12th Street Block Lift Station, which includes replacement of piping in the lift station and repair of the force main, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

* 3. Communication from the City Manager recommending that City Council adopt the resolution to sell city property located at 10323 Archwood Drive, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015.

* 4. Communication from the City Manager recommending that City Council adopt the resolution to sell city property located at 1521 Helen Drive, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015.

* 5. Communication from the City Manager recommending that City Council authorize the Mayor and City Clerk to execute the three-year labor agreement between the City of Portage and the United Auto Workers.

* 6. Communication from the City Manager recommending that City Council approve a two-year contract renewal with The Hartford for employee basic life, basic accidental death and dismemberment, contributory life, contributory accidental death and dismemberment, dependent life and long-term disability insurance and authorize the City Manager to execute all documents on behalf of the city.

* 7. Communication from the City Manager recommending that City Council order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2015, will be transferred to the 2015 city tax roll and assessed against the property for which the services were furnished.

* 8. Communication from the City Manager recommending that City Council set a Committee of the Whole (COW) meeting for Tuesday, June 23, 2015, at 6:00 p.m. in Conference Room No. 1 to discuss the topic of Public Safety.

G. Communication:

1. Presentation by Historic District Commission Chair Mark Reile.

H. Unfinished Business:

* I. Minutes of Boards and Commissions Meetings:

1. Portage Planning Commission of May 7, 2015.

J. Council Committee Reports.

K. New Business.

L. Bid Tabulations:

- * 1. Communication from the City Manager recommending that City Council award a contract in the amount of \$283,545.05 to Michigan Paving & Materials, Incorporated, for mill and fill asphalt repair of major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.
- * 2. Communication from the City Manager recommending that City Council award a contract in the amount of \$67,233.60 to Northern Construction Services Corporation to provide curb repairs and authorize the City Manager to execute all documents related to this action on behalf of the city.
- * 3. Communication from the City Manager recommending that City Council accept the low bid in the amount of \$49,208.45 from Wyoming Asphalt Paving, Incorporated, to provide repairs to the Lakeview Park and Hayloft Theatre parking lots and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- * 4. Communication from the City Manager recommending that City Council approve a contract in the amount of \$46,300 with J. Allen & Company, Incorporated, for the upgrade to the Ramona Park tennis/pickleball courts and approve Change Order #1 in the amount of \$19,064 to J. Allen & Company, Incorporated, for an additional tennis/pickleball court at unit pricing within the contract and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- * 5. Communication from the City Manager recommending that City Council accept the low bid in the amount of \$41,080 from J. Allen & Company, Incorporated, to provide repairs to the Lovers Lane Bikeway and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- * 6. Communication from the City Manager recommending that City Council approve the bid in the amount of \$28,000 to Great Lakes Caulking & Waterproofing for the Fire Station #1 apparatus floor coating project and authorize the City Manager to execute all documents related to this matter on behalf of the city.

M. Other City Matters:

1. Statements of Citizens.
2. From City Council and City Manager.
- * 3. Reminder of Meetings:
 - a. Wednesday, June 10, 7:00 p.m., Environmental Board, City Hall Room No. 1.
 - b. Monday, June 15, 5:00 p.m., Construction Board of Appeals, City Hall Room No. 1.
 - c. Wednesday, 17, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
 - d. Thursday, June 18, 7:00 p.m., Planning Commission, Council Chambers.
 - e. Thursday, June 18, 7:00 p.m., Portage District Library Board, Portage District Library.
 - f. Tuesday, June 23, 6:00 p.m., Committee of the Whole Work Session, City Hall Room No. 1.

N. Materials Transmitted of May 26, 2015.

Adjournment.

CITY COUNCIL MEETING SUMMARY

May 26, 2015

ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of May 26, 2015, as presented.

REPORTS FROM THE ADMINISTRATION

- ◆ Approved the Fiscal Year 2015-2016 Budget and adopted the Resolution to adopt the Salary and Wage Schedules for the Fiscal Year July 1, 2015, to June 30, 2016.
- ◆ Received the Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue, and set a public hearing for June 23, 2015; and subsequent to the public hearing, will consider the approval of the tentative plan subject to: the four conditions listed in the May 1, 2015 Community Development staff report, inclusion of the written narrative and tentative plan dated April 8, 2015, the addendum letter dated April 30, 2015, and the conceptual landscape plan dated April 29, 2015; and construction of berms ranging in height from three to six feet tall along the east and south sides of the site.
- ◆ Accepted Ordinance Amendment #14/15-B for first reading and set a public hearing for June 23, 2015, and subsequent to the public hearing, will consider the approval of Ordinance Amendment #14/15-B, Site Plan Review.
- ◆ Authorized the Mayor and City Clerk to execute the five-year labor agreement between the City of Portage and the International Association of Firefighters.
- ◆ Approved a permit for a fireworks display on July 4, 2015, sponsored by the Portage Rotary Club.
- ◆ Received the communication from the City Manager regarding the April 2015 Environmental Activity Report as information only.
- ◆ Received the Department Monthly Reports from the various departments.

COMMUNICATION

- ◆ Received the communication from David Rice, 8729 Pine Island Court South, Texas Township, of Edward Rose & Sons, in support of the Assessor Office.

UNFINISHED BUSINESS

- ◆ Approved the Ordinance to amend the Code of Ordinances of the City of Portage, Michigan, by amending Section 38-35 of Chapter 38, Historical Preservation.

COUNCIL COMMITTEE REPORTS

- ◆ City Council received a Central County Transportation Authority (CCTA) report and a Kalamazoo County Transportation Authority (KCTA) report from Councilmember Urban.

BID TABULATIONS

- ◆ Awarded a nine-year contract to the low bidder, Best Way Disposal, for the provision of single stream recycling services once every two weeks in the total contract amount of \$5,897,388 and authorized the City Manager to execute all documents related to the agreement on behalf of the city.
- ◆ Awarded an engineering contract for the 2015 Local Street Reconstruction Program to Jones & Henry Engineers, Ltd., for design, construction administration and material testing in an amount not to exceed \$50,900 and authorized the City Manager to execute all documents related to the contract on behalf of the city.

STATEMENTS OF CITY COUNCIL

- ◆ Councilmember Ford shared his experience with *Listening Post* with Councilmember Reid last Friday and said he attended the Memorial Day Service yesterday.
- ◆ Councilmember Randall reminded everyone that children are getting out of school for the summer and will be walking and riding their bicycles and will require special attention.
- ◆ Councilmember Urban expressed his pleasure to be in the Memorial Day Parade yesterday and his appreciation for those citizens who came to commemorate Memorial Day, those who protected our way of life and the sacrifices of their families.
- ◆ Councilmember Ansari apologized for not being at the Memorial Day Parade, but there were problems with his flight from Texas and explained.
- ◆ Councilmember Reid reviewed the discussion with Representatives Brandt Iden and David Maturen at the *Listening Post* on Friday regarding the need to create a plan to address the state of the roads in Michigan and explained. She also highlighted the Memorial Day Parade event and the subsequent Veterans Celebration at Memorial Park. Discussion followed.
- ◆ Mayor Pro Tem Pearson indicated that the Portage Rotary placed American Flags provided by the City of Portage on all of the Veteran graves in the Portage Cemeteries in commemoration of their service to our country that will remain there until the Fourth of July. He highlighted the July 4th fireworks sponsored by the Rotary and mentioned that the city is providing police, fire and insurance support for the event and Portage Public Schools provides the venue on school property.

CITY COUNCIL MEETING MINUTES FROM MAY 26, 2015

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

At the request of Mayor Strazdas, Rabbi Harvey Spivak of the Congregation of Moses gave the invocation and City Council and the audience recited the Pledge of Allegiance.

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

APPROVAL OF MINUTES: Motion by Ansari, seconded by Reid, to approve the May 12, 2015 Special Meeting Minutes and the Regular Meeting Minutes of May 12, 2015, as presented. Upon a voice vote, motion carried 7 to 0.

* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Randall to read the Consent Agenda. Councilmember Ford asked that Item L.1, Single Stream Recycling Contract, be removed from the Consent Agenda. Councilmember Reid asked that the word "accept" be changed to "receive" as the first word of Item F.2.a, Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue, and to retain the item on the Consent Agenda. Councilmember Ansari, Mayor Pro Tem Pearson and Mayor Strazdas indicated that as members of the Portage Rotary Club, they would be abstaining from Item F.5, Permit to Conduct Fireworks Display, owing to a perceived conflict of interest. Motion by Urban, seconded by Reid, to approve the Consent Agenda motions as amended. Upon a roll call vote, motion carried 7 to 0, with Councilmember Ansari, Mayor Pro Tem Pearson and Mayor Strazdas abstaining from Item F.5, Permit to Conduct Fireworks Display, owing to a perceived conflict of interest as members of the Portage Rotary Club.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF MAY 26, 2015:** Motion by Urban, seconded by Reid, to approve the Accounts Payable Register of May 26, 2015. Upon a roll call vote, motion carried 7 to 0.

REPORTS FROM THE ADMINISTRATION:

FISCAL YEAR 2015-2016 BUDGET: Deputy City Manager Rob Boulis indicated that after two budget sessions and a public hearing, this is a conservative budget that presents a strong financial plan for the upcoming fiscal year that will serve the citizens of Portage very well. He also expressed his appreciation for all of the staff time and the work of City Council during the budget process as well.

Mayor Strazdas expressed his appreciation for the City Administration, City Departments, the open discussions, ideas, and the willingness of City Council to make decisions and alterations. He thanked City Council for their consensus and noted that some jobs came back and some programs, too. He highlighted some Public Safety items and mentioned that there are no millage increases, but reminded everyone that as the property values go up, so will the tax amounts to be paid by the property owners.

Councilmember Ansari applauded the Administration and City Council saying that the beautiful City of Portage is being taken to the next higher level. He highlighted the combination of two departments that will save over \$300,000 for the first year, expeditious debt reduction, and funding for infrastructure and Public Safety.

Councilmember Ford concurred and indicated that this budget provides City employees a raise this year. He expressed his appreciation for the City's technology efforts, especially social media, time

and attendance software and the electronic agenda. He said that the budget stabilization is a good idea and would like the Administration to continue to pursue it, albeit at a lower amount perhaps. He reflected on Councilmember Ansari's reference to the combination of two departments and that led to his recognition of the split that occurred with the Parks and the Streets & Equipment Departments as a good idea in order to pursue quality service and programs for the community. He also recognized Rod Russell and later recognized all of the Directors who were present for the meeting.

Councilmember Randall indicated that the budget reflects a new level of energy and creativity brought by City Manager Larry Shaffer. She contrasted the process in the past of scheduling two four-hour meetings where no significant changes took place and where there was no openness with employees, staff or City Council. She expressed her appreciation of the receptiveness of the new Administration to make changes, incorporate the beliefs, feelings and direction of all of Council, then to bring them for consideration at the next budget session two weeks later. Her highlights of the budget include: after seventeen years, private streets will now be getting leaf and brush pick up without an increase in the millage; the technology improvements and the work of IT Director Devin Mackinder, citing replacement of old systems from the 1980's, Portage Alert and the award winning website; the creation of the Human Resources Department which she had requested for six years as a \$300,000 savings each and every year - not just the first year; single stream recycling; and, the change in leadership and open communication among the departments, staff and City Council in City Hall and explained.

Mayor Pro Tem Pearson concurred with much that was already mentioned and praised the new Administration with a fresh approach who also asked the questions, "Why are there two Human Resources Departments? Why are we not engaged in single stream recycling? Why are we not using electronic agendas?" He gave credit to City Manager Larry Shaffer for his work with Council and the budget process and explained. He expressed his appreciation that the Administration took the feedback from Council, thought about it and came back with a compromise. He gave the example of the proposed tax increase for the leaf and brush pick up service that proved unnecessary.

Councilmember Reid expressed her satisfaction with the budget, but pointed out that staff reached out to condominiums to provide leaf and brush pick up service, but not to the over 90 residential homes on private streets, and asked that staff reach out to them as well. She indicated that the consolidation of the two Human Resources Departments has resulted in a loss of 3.5 full time employees and has made it difficult for the employees in those departments, plus there is no guarantee that there will be positions for those people. She pointed out that it is a tight budget, but not without some fall out in it.

Mayor Strazdas asked the Administration to reach out to the residents in homes on private streets. Discussion followed.

Motion by Ford, seconded by Randall, to approve the Fiscal Year 2015-2016 Budget, and to adopt the Resolution to adopt the Salary and Wage Schedules for the Fiscal Year July 1, 2015, to June 30, 2016. Upon a roll call vote, motion carried 7 to 0.

*** TENTATIVE PLAN AMENDMENT FOR THE HOMESTEAD PLANNED DEVELOPMENT, STORY POINT SENIOR LIVING FACILITY, 3821 WEST MILHAM AVENUE:** Motion by Urban, seconded by Reid, to receive the Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue, and set a public hearing for June 23, 2015, at 7:30 p.m. or as soon thereafter as may be heard; and subsequent to the public hearing, consider approving the tentative plan subject to: the four conditions listed in the May 1, 2015 Community Development staff report, inclusion of the written narrative and tentative plan dated April 8, 2015, the addendum letter dated April 30, 2015, and the conceptual landscape plan dated April 29, 2015; and construction of berms ranging in height from three to six feet tall along the east and south sides of the site. Upon a roll call vote, motion carried 7 to 0.

* **ORDINANCE AMENDMENT #14/15-B, SITE PLAN REVIEW:** Motion by Urban, seconded by Reid, to accept Ordinance Amendment #14/15-B for first reading and set a public hearing for June 23, 2015, at 7:30 p.m. or as soon thereafter as may be heard and, subsequent to the public hearing, approve Ordinance Amendment #14/15-B, Site Plan Review. Upon a roll call vote, motion carried 7 to 0.

* **PROPOSED FIVE-YEAR LABOR AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS:** Motion by Urban, seconded by Reid, to authorize the Mayor and City Clerk to execute the five-year labor agreement between the City of Portage and the International Association of Firefighters. Upon a roll call vote, motion carried 7 to 0.

* **PERMIT TO CONDUCT FIREWORKS DISPLAY:** Motion by Urban, seconded by Reid, to approve a permit for a fireworks display on July 4, 2015, sponsored by the Portage Rotary Club. Upon a roll call vote, motion carried 4 to 3. Yeas: Councilmembers Ford, Randall, Reid and Urban. Abstaining: Councilmember Ansari, Mayor Pro Tem Pearson and Mayor Strazdas.

* **APRIL 2015 SUMMARY ENVIRONMENTAL ACTIVITY REPORT:** Motion by Urban, seconded by Reid, to receive the April 2015 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 7 to 0.

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

COMMUNICATION:

DAVID RICE, 8729 PINE ISLAND COURT SOUTH, TEXAS TOWNSHIP: Motion by Randall, seconded by Ansari, to receive the communication from David Rice, 8729 Pine Island Court South, Texas Township, of Edward Rose & Sons, in support of the Assessor Office. Upon a voice vote, motion carried 7 to 0.

UNFINISHED BUSINESS:

* **AMENDMENT TO THE CODE OF ORDINANCES – HISTORIC DISTRICT MODIFICATION: 3821 MILHAM AVENUE:** Motion by Urban, seconded by Reid, to approve the Ordinance to amend the Code of Ordinances of the City of Portage, Michigan, by amending Section 38-35 of Chapter 38, Historical Preservation. Upon a roll call vote, motion carried 7 to 0.

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

Portage Senior Citizens Advisory Board of March 18, 2015.

Portage Youth Advisory Committee of April 13, 2015.

Portage Zoning Board of Appeals of April 13, 2015.

Portage Planning Commission of April 16, 2015.

Portage Public Schools Board of Education Regular Business of April 20 and Committee of the Whole Work Session of May 4, 2015.

BID TABULATIONS:

SINGLE STREAM RECYCLING CONTRACT: Councilmember Ford cited the communication from City Manager Laurence Shaffer dated May 6, 2015, and a Resolution in Support of Single-Stream Recycling from Environmental Board Chair Ruth Caputo. Mayor Strazdas questioned the nine year duration of the contract, the cost to the enterprise fund and the potential for an increase in the millage in the future.

Deputy City Manager Boulis asked that Finance Director Bill Furry come forward to assist and indicated that the cost for the first year is essentially what the City of Portage is paying now for the service, and the increase happens after the 21 month period during the expansion of the service and explained. In answer to Mayor Strazdas, he indicated that he was not aware of an "out" clause.

Mr. Furry agreed and stated that three months of the old contract and nine months of the new contract will bring a savings since the first twelve months of the proposed contract with Best Way Disposal includes a cost of \$529,008, which compares to the current FT 2014-2015 contract amount of \$539,077. Discussion followed. In answer to Mayor Strazdas, Mr. Furry indicated that the contract increases 4% per year in the later years, and Public Facilities Director Rod Russell confirmed that the gas price increase is the one line item that remains a variable in the contract. Mr. Furry indicated that after three years, there may be a need for a slight millage increase for recycling with the highest increase projected at 0.35 mills with the highest possible levy being 0.5 mills.

Discussion followed regarding the perceptibly long duration of the contract at nine years, gas charge as a variable, performance criteria requirements, concerns about customer service from the contractor, bin replacement, complaints regarding recycling, savings with a contract of longer duration, reference checks, vetting, the education plan, recourse or penalties for lack of performance or breach of the contract, increase in recycling with single stream, positioning of the bins on the property for aesthetics, single stream recycling communities in the area, respectful and polite interaction with citizens, advantages of the "herbie curbie" over an open bin, the size of the single stream recycling communities in the area versus the City of Portage as much larger, and the map by day for waste hauler service.

Mayor Strazdas spoke in favor of the contract because of the savings, the recourse option and the single variable increase possibility of gas prices. Discussion followed regarding the overall increase of 3.2% in the contract each year for the first four years and the 4% overall increase in the contract each year thereafter. Discussion followed.

Motion by Pearson, seconded by Randall, to receive the communication from Environmental Board Chair Ruth Caputo, award a nine-year contract to the low bidder, Best Way Disposal, for the provision of single stream recycling services once every two weeks, in the total contract amount of \$5,897,388, and authorize the City Manager to execute all documents related to the agreement on behalf of the city. Discussion followed. Upon a roll call vote, motion carried 7 to 0.

* **2015 LOCAL STREET RECONSTRUCTION PROGRAM:** Motion by Urban, seconded by Reid, to award an engineering contract for the 2015 Local Street Reconstruction Program to Jones & Henry Engineers, Ltd., for design, construction administration and material testing in an amount not to exceed \$50,900 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.

COUNCIL COMMITTEE REPORTS:

CENTRAL COUNTY TRANSIT AUTHORITY (CCTA): Mayor Pro Tem Pearson provided a brief update of a meeting of the CCTA on May 18, 2015, the election activities surrounding the millage request in the amount of 0.75 mills for five years beginning in 2016 from CCTA for the ballot on August 4, 2015 Special Election. He indicated that the CCTA passed an information postcard

that will contain factual information on the millage request for 0.75 mills, such as how the community will benefit, how it is funded, reasons why asking for a millage is desirable and what the cost will be to the residents. He pointed out that even though the CCTA cannot advocate for their millage request, they can educate and explained. Discussion followed and he responded to Mayor Strazdas that the millage cost will be \$37.50 per year for a home value of \$100,000 with a taxable value of \$50,000.

In answer to Councilmember Randall, City Clerk Jim Hudson responded that this is the only thing on the ballot for August 4, 2015. In answer to Councilmember Reid, Mr. Hudson provided the Absentee Ballot request process, including the mailing of applications at least six weeks ahead of the election, and the option to ask for an absentee ballot the Saturday before the election and the ability to still obtain an absentee ballot and vote it on the Monday before the election in City Hall. He also mentioned that the only way to receive an absentee ballot on Election Day is if someone has an emergency. Discussion followed.

Motion by Ford, seconded by Reid, to receive the Central County Transit Authority Report from Councilmember Urban. Upon a voice vote, motion carried 7 to 0.

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY: Mayor Pro Tem Pearson indicated that he and Councilmember Reid attended a meeting on May 14, 2015, on the Kalamazoo County Dispatch Authority. He complimented the great cooperation and support of the various jurisdictions. He indicated that a contract was signed with Strategic Resources, Inc., to perform the search for an Executive Director. He indicated that this firm was unanimously approved because they had recently performed a search and had already screened dozens of qualified candidates which should expedite the selection process. He said that October 1, 2015, is the target date to hire an Executive Director.

For financial information purposes, he deferred to Councilmember Reid, who indicated that the Authority will levy 42 cents per phone in the County beginning in July, but the funds will not be received by the Authority until late November 2015; however, expenses will accrue in the meantime, so the Finance Committee was asked to develop an anticipated budget. She said one of the items considered by the Committee was a location for the Executive Director, who should not be co-located with one of the Public Safety Answering Points (PCAP'S) in order to avoid the perception that there is more cooperation with one PCAP over another, so Kalamazoo County offered free office space in the County Building. She said the Committee also anticipated the need for an Administrative Assistant, legal costs and accounting costs, so the Finance Committee put together a general budget through December 2016 which is a longer time than required because the funds will begin to come in in late November and explained. She indicated that the Kalamazoo County Commission has agreed to provide an advance of approximately \$170,000 to allow the Authority to get started on the hiring of the search firm and the other items and explained. In answer to Mayor Strazdas, she indicated that any phone with 911 service capability will have an extra 42 cents charge per month as voted by the Kalamazoo County Commission. She also indicated that the Kalamazoo County Commissioners are the representatives who should be contacted with any questions or concerns. Discussion followed.

Motion by Ford, seconded by Ansari, to receive the Kalamazoo County Consolidated Dispatch Authority Report from Mayor Pro Tem Pearson and Councilmember Reid. Upon a voice vote, motion carried 7 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITY COUNCIL: Councilmember Ford shared his experience with *Listening Post* with Councilmember Reid last Friday and said he attended the Memorial Day Service yesterday.

Councilmember Randall reminded everyone that children are getting out of school for the summer and will be walking and riding their bicycles and will require special attention.

Councilmember Urban expressed his pleasure to be in the Memorial Day Parade yesterday and his appreciation for those citizens who came to commemorate Memorial Day, those who protected our way of life and the sacrifices of their families.

Councilmember Ansari apologized for not being at the Memorial Day Parade, but there were problems with his flight from Texas and explained.

Councilmember Reid reviewed the discussion with Representatives Brandt Iden and David Maturen at the *Listening Post* on Friday regarding the need to create a plan to address the state of the roads in Michigan and explained. She also highlighted the Memorial Day Parade event and the subsequent Veterans Celebration at Memorial Park. Discussion followed.

Mayor Pro Tem Pearson indicated that the Portage Rotary placed American Flags provided by the City of Portage on all of the Veteran graves in the Portage Cemeteries in commemoration of their service to our country that will remain there until the Fourth of July. He highlighted the July 4th fireworks sponsored by the Rotary and mentioned that the city is providing police, fire and insurance support for the event and Portage Public Schools provides the venue on school property.

Mayor Strazdas thanked Mayor Pro Tem Pearson for his leadership with the fireworks event. He also highlighted the Memorial Day Parade and the subsequent Veterans Celebration at Memorial Park. Lastly, he mentioned his attendance at a unique Boy Scout Court of Honor where seven boys received Eagle Scout status through Troop 244, and a special tribute to Hank Poppen, who since 1995, has guided and lead 105 young men to Eagle Scout status.

ADJOURNMENT: Mayor Strazdas adjourned the meeting at 9:11 p.m.

James R. Hudson, City Clerk

*Indicates items included on the Consent Agenda.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of June 9, 2015 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks and auto-pay payments. The attached Accounts Payable Register covers the period May 10, 2015 through May 24, 2015 and notes \$337,989.50 in automated clearing house payments, \$579,456.08 in paper checks and \$49,612.85 in auto-pay payments for a grand total of \$967,058.43.

FUNDING: N/A

Attachments: Accounts Payable Register

CITY OF PORTAGE CHECK REGISTER
 Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/22/2015	4019(A)	ALL-TRONICS, INC.	81.00
5/22/2015	4020(A)	ALRO STEEL CORPORATION	298.27
5/22/2015	4021(A)	AMERICAN HYDROGEOLOGY CORP.	1,100.00
5/22/2015	4022(A)	APOLLO FIRE EQUIPMENT COMPANY	2,020.88
5/22/2015	4023(A)	ASKLER, FITCH AND ASSOCIATES, LLC	1,440.00
5/22/2015	4024(A)	BATTERIES PLUS	90.51
5/22/2015	4025(A)	BEEBE, RONALD E.	192.00
5/22/2015	4026(A)	BLUE CARE NETWORK-GREAT LAKES	65,646.50
5/22/2015	4027(A)	C C G SYSTEMS, INC.	2,500.00
5/22/2015	4028(A)	C C I SOUTH, INC.	239.30
5/22/2015	4029(A)	C D W GOVERNMENT, INC.	637.44
5/22/2015	4030(A)	DATA CONSTRUCTS LLC	97.95
5/22/2015	4031(A)	DELTA DENTAL PLAN OF MICHIGAN	17,296.99
5/22/2015	4032(A)	DEPATIE FLUID POWER CO., INC.	471.10
5/22/2015	4033(A)	EMPLOYMENT GROUP, INC.	3,170.64
5/22/2015	4034(A)	ENGINEERED PROTECTION SYSTEMS, INC.	419.54
5/22/2015	4035(A)	ETNA SUPPLY, INC.	558.34
5/22/2015	4036(A)	FIRE SERVICE MANAGEMENT	578.94
5/22/2015	4037(A)	FURRY, WILLIAM	900.88
5/22/2015	4038(A)	GAIL ANDRUS TRAVEL	2,180.25
5/22/2015	4039(A)	GLOBAL TELEMATIC SOLUTIONS LLC	800.00
5/22/2015	4040(A)	HARTFORD LIFE INSURANCE COMPANY	7,485.83
5/22/2015	4041(A)	HURST MECHANICAL, INC.	6,821.00
5/22/2015	4042(A)	INDUSCO SUPPLY CO., INC.	176.05
5/22/2015	4043(A)	JAROTH, INC	303.00
5/22/2015	4044(A)	KAHN, WILMA	264.00
5/22/2015	4045(A)	KALAMAZOO ELECTRIC MOTORS	44.75
5/22/2015	4046(A)	KOPEC, CASEY	184.00
5/22/2015	4047(A)	KUSHNER & COMPANY, INC.	275.22
5/22/2015	4048(A)	LAND & RESOURCE ENGINEERING, INC	272.50
5/22/2015	4049(A)	MATERIALS RESOURCES	204.56
5/22/2015	4050(A)	MAURER'S TEXTILE RENTAL SERVICES	568.20
5/22/2015	4051(A)	MEDEMA, TIMOTHY	312.00
5/22/2015	4052(A)	MEJEUR ELECTRIC LLC	977.50
5/22/2015	4053(A)	ONE WAY PRODUCTS	303.56
5/22/2015	4054(A)	PCM SALES, INC.	40,376.43
5/22/2015	4055(A)	PEOPLEFACTS, LLC	13.12
5/22/2015	4056(A)	POULIOT, GRETCHEN	24.00
5/22/2015	4057(A)	PREIN & NEWHOF	210.00
5/22/2015	4058(A)	RESIDENTIAL PLUMBING SERVICES, INC	125.00
5/22/2015	4059(A)	RIETH-RILEY CONSTRUCTION CO., INC	994.86
5/22/2015	4060(A)	ROBERTS, CHARLES D	192.00
5/22/2015	4061(A)	S B F ENTERPRISES, INC.	645.79
5/22/2015	4062(A)	SAFETY SERVICES, INC.	428.28
5/22/2015	4063(A)	SNELL, DEBRA	120.00
5/22/2015	4064(A)	UNITED WATER ENVIRONMENTAL SERVICES	167,775.40

CITY OF PORTAGE CHECK REGISTER
 Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/22/2015	4065(A)	VANDERBERG, WARD M	235.00
5/22/2015	4066(A)	VISION SERVICE PLAN (OH)	2,126.88
5/22/2015	4067(A)	W W GRAINGER INC	427.42
5/22/2015	4068(A)	WEST, STEVEN R	171.00
5/22/2015	4069(A)	WIGHTMAN & ASSOCIATES, INC.	797.00
5/22/2015	4070(A)	WINGFOOT COMMERCIAL TIRE	601.12
5/22/2015	4071(A)	WOLVERINE POWER SYSTEMS	3,000.00
5/22/2015	4072(A)	WOOD PLUMBING LLC, D	813.50
		SUBTOTAL:	
		54 CHECKS	337,989.50
5/15/2015	293378	MCFERRIN, CARRIE	500.00
5/15/2015	293379	MI GOVT FINANCE OFFICERS ASSOC	190.00
5/15/2015	293380	STATE OF MICHIGAN-CD	764.75
5/22/2015	293381	3RD DISTRICT COURT	186.00
5/22/2015	293382	7TH DISTRICT COURT	100.00
5/22/2015	293383	A I S CONSTRUCTION EQUIP. CO.	2,599.70
5/22/2015	293384	ADP, INC.	1,205.92
5/22/2015	293385	AIRGAS GREAT LAKES	1,293.11
5/22/2015	293386	ALLDATA, LLC	1,500.00
5/22/2015	293387	ALLEGRA PRINT & IMAGING	1,369.08
5/22/2015	293388	ALTA EQUIPMENT CO.	378.13
5/22/2015	293389	ANGELA EMBURY	75.00
5/22/2015	293390	APEX SOFTWARE	1,385.00
5/22/2015	293391	APPRAISAL INSTITUTE	138.50
5/22/2015	293392	APPROVED PROTECTION SYSTEMS	800.00
5/22/2015	293393	AT&T	4,136.35
5/22/2015	293394	ATHLETICA	817.36
5/22/2015	293395	ATTORNEY'S TITLE AGENCY	36.45
5/22/2015	293396	AUSTIN, MARTHA	23.00
5/22/2015	293397	AUTOMOTIVE CONCEPTS CARSTAR	433.40
5/22/2015	293398	AVANTI'S ITALIAN RESTAURANT	394.05
5/22/2015	293399	B S & A SOFTWARE	7,429.00
5/22/2015	293400	BAINBRIDGE, BRANDON	148.39
5/22/2015	293401	BESCO WATER TREATMENT, INC.	5.00
5/22/2015	293402	BEST BUY CO, INC	1,844.95
5/22/2015	293403	BILL'S LOCK SHOP, INC.	139.00
5/22/2015	293404	BLUE CROSS/BLUE SHIELD OF MICH	116,630.11
5/22/2015	293405	BOLES TREE SERVICE, INC.	8,000.00
5/22/2015	293406	BRANCH, JOYCE	301.00
5/22/2015	293407	BRIDGEPORT EQUIPMENT CO.	2,919.03
5/22/2015	293408	BRINK'S, INC	284.08
5/22/2015	293409	BRONSON HEALTHCARE GROUP	400.00
5/22/2015	293410	CADWELL APPARELL	345.00
5/22/2015	293411	CARE N ASSIST	396.60
5/22/2015	293412	CARLINVILLE CHAMBER OF COMMERCE	180.00
5/22/2015	293413	CATALDO, ERICA	150.00

CITY OF PORTAGE CHECK REGISTER
 Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/22/2015	293414	CBCS	30.71
5/22/2015	293415	CHARTER COMMUNICATIONS	87.15
5/22/2015	293416	CITY OF KALAMAZOO (TRANS MILLAGE)	509.31
5/22/2015	293417	CITY OF PORTAGE	6,938.87
5/22/2015	293418	CLEMENT COMMUNICATIONS	219.39
5/22/2015	293419	CLINGENPEEL, DAVID	230.00
5/22/2015	293420	COLUMBUS MARRIOTT NORTHWEST	622.75
5/22/2015	293421	CORE TECHNOLOGY CORP.	250.00
5/22/2015	293422	COVERLY, CAROL	87.00
5/22/2015	293423	CROSSROADS CAR WASH	426.75
5/22/2015	293424	CYSTIC FIBROSIS FOUNDATION	100.00
5/22/2015	293425	D L GALLIVAN INC.	43.32
5/22/2015	293426	DAVID HOJNACHI J	138.00
5/22/2015	293427	DAVIS, CHRISTOPHER	150.00
5/22/2015	293428	DEAF & HARD OF HEARING SERVICES	347.15
5/22/2015	293429	DEAN, SCOTT	417.20
5/22/2015	293430	DELL RHEA'S CHICKEN BASKET	573.50
5/22/2015	293431	DIGITAL HIGHWAY WIRELESS SOLUTIONS	2,073.42
5/22/2015	293432	DMOCH, ADAM	284.00
5/22/2015	293433	DRIESEN & ASSOCIATES, INC.	702.00
5/22/2015	293434	ED & TED'S EXCELLENT ADVENTURES	35,508.00
5/22/2015	293435	EMERGENCY VEHICLE PRODUCTS	50,222.93
5/22/2015	293436	ESCHER, JUSTIN	160.00
5/22/2015	293437	FADER EQUIPMENT, INC.	779.22
5/22/2015	293438	FERRELLGAS, LP	84.00
5/22/2015	293439	FERRIS, PATRICK	1,759.80
5/22/2015	293440	FIRST IMAGE	68.00
5/22/2015	293441	FORSHEE, MARK	138.00
5/22/2015	293442	FRIENDS OF THE ATLANTA MUSEUM	120.00
5/22/2015	293443	GIPSON, TERESA	74.42
5/22/2015	293444	GORDON WATER SYSTEMS	186.25
5/22/2015	293445	GRAND TRAVERSE PIE CO. OF PORTAGE	241.00
5/22/2015	293446	GRIFFIN PEST SOLUTIONS, INC.	354.00
5/22/2015	293447	HALL BUILDERS LLC	6,226.00
5/22/2015	293448	HALT FIRE, INC.	120.01
5/22/2015	293449	HASSELBRING-CLARK COMPANY	291.76
5/22/2015	293450	HESS, DERECK	120.00
5/22/2015	293451	HUGGINS, JASON	44.00
5/22/2015	293452	HYATT REGENCY-INDIANAPOLIS	438.75
5/22/2015	293453	HYATT REGENCY-INDIANAPOLIS	438.75
5/22/2015	293454	INDIANA WIPING CLOTH, INC.	1,065.00
5/22/2015	293455	INFINITY MANAGEMENT SERVICES	54.71
5/22/2015	293456	INT'L ASSOC OF ARSON INVESTIGATORS	90.00
5/22/2015	293457	JACK PEARL'S SPORT CENTER INC	1,472.86
5/22/2015	293458	JACQUA REALTORS	3,000.00
5/22/2015	293459	JIMMY JOHNS	69.40

CITY OF PORTAGE CHECK REGISTER
 Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/22/2015	293460	JOSH AND ERICA HILL	228.00
5/22/2015	293461	KAL COUNTY FIRE CHIEFS ASSOC.	75.00
5/22/2015	293462	KALAMAZOO AREA TRANSPORTATION STUDY	950.00
5/22/2015	293463	KALAMAZOO COUNTY HEALTH & COMMUNITY	15,577.23
5/22/2015	293464	KALAMAZOO COUNTY ROAD COMMISSI	685.71
5/22/2015	293465	KALAMAZOO COUNTY TREASURER	17,120.18
5/22/2015	293466	KALAMAZOO COUNTY TREASURER	35.00
5/22/2015	293467	KALAMAZOO FIRST ASSEMBLY OF GOD	100.00
5/22/2015	293468	KALAMAZOO GAZETTE	288.01
5/22/2015	293469	KALAMAZOO LANDSCAPE SUPPLIES	265.00
5/22/2015	293470	KALAMAZOO REG'L EDUC SVS AGENG	5,569.44
5/22/2015	293471	KALAMAZOO VALLEY COMMUNITY COL	3,217.24
5/22/2015	293472	KAREN KELLER	100.00
5/22/2015	293473	KIRBY BUILT PRODUCTS INC	2,067.27
5/22/2015	293474	KZOO TIRE COMPANY	756.00
5/22/2015	293475	LAKE MICHIGAN MAILERS, INC.	140.69
5/22/2015	293476	LANGAARD, TARA	13.02
5/22/2015	293477	LANGUAGE LINE, INC	142.45
5/22/2015	293478	LAWIE, TRACEY	150.00
5/22/2015	293479	LAWSON PRODUCTS, INC	457.02
5/22/2015	293480	LENNON, KAY	87.00
5/22/2015	293481	LEWIS PAPER PLACE, INC.	24.01
5/22/2015	293482	LEXISNEXIS/MATTHEW BENDER	390.00
5/22/2015	293483	LILEK, MIKE	143.06
5/22/2015	293484	LOEDEMAN'S CARPET & UPHOLSTERY CLEA	1,029.10
5/22/2015	293485	LONG LAKE LAKE BOARD	1,897.45
5/22/2015	293486	LORD OF LIFE LUTHERAN CHURCH	100.00
5/22/2015	293487	LOUTHAN, WILLIAM F	144.00
5/22/2015	293488	LOWE'S HOME CENTER	796.83
5/22/2015	293489	MAILFINANCE	744.27
5/22/2015	293490	MCBARNES, JOSHUA	44.00
5/22/2015	293491	MCDONALD'S TOWING & RESCUE, INC.	50.00
5/22/2015	293492	MCNALLY ELEVATOR CO.	116.10
5/22/2015	293493	MICH AMATEUR SOFTBALL ASSOC	3,042.00
5/22/2015	293494	MICH MUNICIPAL POLICE & FIRE REPAIR	1,001.56
5/22/2015	293495	MICHAEL MEIER	192.00
5/22/2015	293496	MICHIGAN TRUCKING ASSOCIATION	475.00
5/22/2015	293497	MLIVE MEDIA GROUP	590.78
5/22/2015	293498	MUNICIPAL CODE CORPORATION	700.00
5/22/2015	293499	NASON, RICHARD	407.20
5/22/2015	293500	NATIONAL COUNCIL ON THE AGING	250.00
5/22/2015	293501	NATIONAL HOSE TESTING SPECIALTIES	1,786.50
5/22/2015	293502	NORTHERN AUTO BODY	1,788.20
5/22/2015	293503	O'BOYLE-COLWELL-BLALOCK & AS.	2,665.83
5/22/2015	293504	O'REILLY AUTO PARTS	77.00
5/22/2015	293505	OFFICE DEPOT, INC.	2,502.86

CITY OF PORTAGE CHECK REGISTER
 Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/22/2015	293506	OLD LOG CABIN	481.00
5/22/2015	293507	ONSTAFF USA INC	10,309.22
5/22/2015	293508	PALMS GRILL CAFE	536.50
5/22/2015	293509	PAPER CENTRAL	259.80
5/22/2015	293510	PATESEL, TERRY	235.00
5/22/2015	293511	PATHFINDER CHURCH	100.00
5/22/2015	293512	PAUL KRICK	276.00
5/22/2015	293513	PEDAL BICYCLES	68.83
5/22/2015	293514	PETERS, STEVE	100.00
5/22/2015	293515	PETTY CASH-CITY HALL	550.39
5/22/2015	293516	PETTY CASH-CITY HALL	246.03
5/22/2015	293517	PONTIAC TOURISM	100.00
5/22/2015	293518	PORTAGE CHAPEL HILL UMC	100.00
5/22/2015	293519	PORTAGE CLEANERS & LAUNDRY	1,338.60
5/22/2015	293520	PORTAGE DISTRICT LIBRARY	3,113.19
5/22/2015	293521	PORTAGE PUBLIC SCHOOLS	13,457.94
5/22/2015	293522	PORTAGE ROTARY CHARITIES	2,314.00
5/22/2015	293523	PRINCE OF PEACE LUTHERAN CHURCH	100.00
5/22/2015	293524	PUBLIC MEDIA NETWORK	95,132.91
5/22/2015	293525	R-COMM MEDIA	924.00
5/22/2015	293526	RANDALL L BROWN & ASSOC. PLC	340.50
5/22/2015	293527	RATHCO SAFETY SUPPLY, INC.	1,031.47
5/22/2015	293528	RED THE UNIFORM TAILOR	94.50
5/22/2015	293529	RENEWED EARTH, INC.	7,916.66
5/22/2015	293530	REPUBLIC SERVICES OF WEST MICHIGAN	44,411.74
5/22/2015	293531	RIDGE AUTO NAPA	1,543.59
5/22/2015	293532	RIGHT-WAY RENTAL, INC.	45.00
5/22/2015	293533	ROCKROHR, CARL	87.00
5/22/2015	293534	RODGERS, SHIRLEY	148.00
5/22/2015	293535	ROMENCE GARDENS, INC	177.79
5/22/2015	293536	RYBURN PLACE	100.00
5/22/2015	293537	SANDERSON DEHAAN IRRIGATION	1,315.76
5/22/2015	293538	SECANT TECHNOLOGIES	5,305.76
5/22/2015	293539	SECURED PUBLISHED MAIL CENTER	30.00
5/22/2015	293540	SENIOR SERVICES, INC.	50.00
5/22/2015	293541	SEYBURN, LOWELL	50.00
5/22/2015	293542	SIMMONS FORD	96.61
5/22/2015	293543	SIMMONS, JOSHUA	155.19
5/22/2015	293544	SIRIUS XM RADIO INC.	204.25
5/22/2015	293545	SMITH, SARAH	100.00
5/22/2015	293546	SMOKED DOWN BBQ LLC	200.00
5/22/2015	293547	SPARTAN DISTRIBUTORS INC.	283.35
5/22/2015	293548	ST. CATHERINE OF SIENA CHURCH	100.00
5/22/2015	293549	STATE OF MICHIGAN (MGT & BUDGE	2,000.00
5/22/2015	293550	STATE SYSTEMS RADIO, INC	20.00
5/22/2015	293551	STEENSMA LAWN & POWER EQUIPMENT	757.03

CITY OF PORTAGE CHECK REGISTER
 Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/22/2015	293552	STONEGATE MANAGEMENT, INC.	100.00
5/22/2015	293553	SUSAN HARVEY	150.00
5/22/2015	293554	T D S METROCOM, LLC	3,308.31
5/22/2015	293555	TELVENT DTN, INC.	813.00
5/22/2015	293556	TERMINAL SUPPLY CO.	3,762.73
5/22/2015	293557	THE ARISTON CAFE	716.99
5/22/2015	293558	THE BRIDGE	100.00
5/22/2015	293559	THE ECONOMIST	15.00
5/22/2015	293560	THE ROUDEBUSH CO. INC.	1,156.00
5/22/2015	293561	THOMAS M. A. HAMANN	905.00
5/22/2015	293562	TOY BOX STORAGE	2,802.00
5/22/2015	293563	TRACTOR SUPPLY CORP.	291.38
5/22/2015	293564	TRACY SCHMITT	495.04
5/22/2015	293565	TRAFFIC CONTROL CORP.	13,140.00
5/22/2015	293566	TRAFFIC TECH SERVICES LLC	150.00
5/22/2015	293567	UNITED PARCEL SERVICE	28.60
5/22/2015	293568	UNITED PARTY & EVENT SERVICES	603.75
5/22/2015	293569	USA TODAY	17.08
5/22/2015	293570	VAC WORLD	399.99
5/22/2015	293571	VANDENBRINK, BRIAN	252.00
5/22/2015	293572	VANDERBILT, JOHN	96.00
5/22/2015	293573	VANGUARD FIRE & SUPPLY CO., INC.	57.14
5/22/2015	293574	VERIZON WIRELESS SERVICES, LLC	2,679.87
5/22/2015	293575	WATKINS, GREG	138.00
5/22/2015	293576	WESTCOMB, WADE	99.61
5/22/2015	293577	WINDEMULLER ELECTRIC, INC.	1,490.83
5/22/2015	293578	WINDER POLICE EQUIPMENT, INC.	2,451.25
5/22/2015	293579	WRAPS N SIGNS	300.78
5/22/2015	293580	XEROX CORPORATION	416.77
5/22/2015	293581	XEROX GOVERNMENT SYSTEMS LLC	1,890.00
5/22/2015	293582	XEROX GOVERNMENT SYSTEMS LLC	484.00
		SUBTOTAL:	
		205 CHECKS	579,456.08

CITY OF PORTAGE CHECK REGISTER
Check Date From: 5/10/2015 to 5/24/2015

Check Date	Ref No.	Vendor Name	Amount
5/11/2015	1500	Consumers Auto-Pay	7,679.11
5/12/2015	1506	Consumers Auto-Pay	2,471.85
5/13/2015	1507	Consumers Auto-Pay	20,975.64
5/14/2015	1516	Consumers Auto-Pay	3,937.64
5/15/2015	1528	Consumers Auto-Pay	9,343.63
5/18/2015	1533	Consumers Auto-Pay	1,539.23
5/19/2015	1540	Consumers Auto-Pay	1,203.23
5/21/2015	1558	Consumers Auto-Pay	2,181.26
5/22/2015	1567	Consumers Auto-Pay	281.26
		SUBTOTAL:	
			9 CHECKS
			49,612.85
		GRAND TOTAL:	
			268 CHECKS
			967,058.43

** (A) DENOTES ACH PAYMENTS

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: PCM Contract Renewal for Technology Services Management

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

ACTION RECOMMENDED: That City Council accept the renewal agreement from PCM, Inc., for continued provision of information technology services management on behalf of the City of Portage for a period of five years at a negotiated price of \$2,452,729 and authorize the City Manager to execute all documents related to this action on behalf of the city.

In 2000, the City of Portage made the decision to outsource information technology (IT) services as a result of identified savings and needed expertise in maintaining a growing technology infrastructure. Through a solicitation of proposals, SARCOM, Incorporated (now PCM, Incorporated), was selected as offering the city the best IT management services proposal at that time and entered into a five-year agreement for such services. Since 2000, the city signed two subsequent five-year renewal agreements with PCM as a result of continued savings and excellent services. The current five-year agreement is set to expire in July 2015.

City staff conducted a thorough evaluation to determine if continuation with PCM is warranted for a fourth five-year period. Key indicators were evaluated such as compensation rates, the scope and proficiency of services provided, technical expertise of onsite staff and customer satisfaction. Based on the key indicators evaluated it was determined that PCM continues to provide the city with exceptional and cost-effective IT services and remains a valued partner in planning for future IT needs.

At the time of the initial contract award in 2000, a cost-of-service analysis was performed that identified a five-year financial benefit to the city of approximately \$675,000 by outsourcing the same level of IT services and staff with PCM. Over the fifteen years since the original contract award in 2000, PCM contract pricing has been limited to an annual increase of approximately 0.5 percent. During this same fifteen-year period, the city technology infrastructure has grown considerably while PCM staff have absorbed additional responsibilities without any increase in staffing. PCM continues to provide the city with an extensive knowledge base of various IT specialists, as opposed to the city maintaining a comprehensive and expensive in-house staff for this purpose. The city continues to benefit through the numerous PCM partnerships, which provide the city with significant discounts on technology hardware and software. In terms of service delivery, city staff continues to rate the Technology Services Department at or above 99 percent satisfaction.

This proposed five-year contract renewal would limit the annual cost increase to less than one percent as compared to the previous five-year contract, while providing for additional services including an annual network assessment and network security health check valued at approximately \$18,000. The five-year contract renewal would also provide for new public safety responsibilities requiring one of the PCM staff to act as the city Local Agency Security Network (LEIN) officer and Local Agency Security Officer (LASO) to ensure the city remains compliant with state and federal public safety security guidelines.

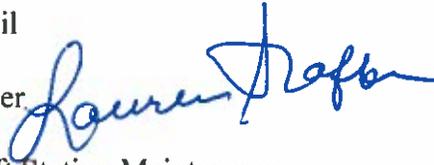
While city purchasing requirements indicate that “bidding will not be required in respect to contracts for professional services,” the city solicited a comparative proposal from Secant Technologies, a local technology services provider. The Secant proposal was approximately \$147,000 higher than the PCM proposal for the five-year agreement term.

As the IT needs of the city continue to grow, having an experienced national technology solutions partner with broad skill sets and capabilities is crucial. It is recommended that City Council accept the Information Services Management annual renewal agreement of PCM, Incorporated at a total five-year cost of \$2,452,729.

FUNDING: Funds are identified in the fiscal year 2015-2016 proposed budget to support PCM IT services.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: South 12th Street Block Lift Station Maintenance

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

ACTION RECOMMENDED: That City Council approve emergency expenditures in the estimated amount not to exceed \$110,000 for repairs related to the South 12th Street Block Lift Station, which includes replacement of piping in the lift station and repair of the force main, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

The South 12th Street Block sanitary sewer lift station and force main serve areas of Portage, west of US-131, and areas of Texas Township. On June 11, 2013, the City of Portage and Texas Township executed a new wastewater flow agreement which set forth cost and maintenance responsibility of the system based upon the design ratio of the two parties. The lift station and force main were built in 1970 – 1972 and are used to pump wastewater into the Portage trunk system and ultimately to the City of Kalamazoo.

On April 30, 2015 the flange on one of two 20-inch x 10-inch reducers on the outlet pipe in the basement of the lift station started to leak. United Water was able to pump sewage leaking into the dry side of the lift station back into the wet side. United Water procured a new flanged reducer and a contractor to complete the emergency repair. To complete the repair the lift station pumps were shut down and the sewage was hauled from the lift station to the trunk sewer on the east side of US-131. United Water secured additional vacuum/tank trucks in order to prevent sewer backup and sanitary sewer overflow of the system. The repair was completed on May 2, 2015. On May 3, 2015, the flange on the second 20-inch x 10-inch reducer began to leak on the outlet pipe in the basement of the lift station. Similar efforts to mediate and repair the second leak were performed by United and its contractor. The repair was completed in the early morning on May 5, 2015. Lastly, during the afternoon of May 5, 2015, a leak occurred in the force main for this lift station on the east side of US-131 near Angling Road. Again, United Water completed the repairs on May 6, 2015 with assistance of a contractor. In February 2015, city staff initiated an analysis and design of a replacement force main under US-131. Engineering design work for replacement of the force main is currently underway.

Total costs associated with these emergency repairs are estimated to be an amount not to exceed \$110,000. By contract, United Water is responsible for repair costs up to \$7,500 per incident. As the emergency repair costs exceed the contract requirements, the City of Portage is obligated to

reimburse United Water in an amount not to exceed \$110,000. However, in accordance with the 2013 agreement between Texas Township and the City of Portage, the township will ultimately be responsible for approximately 95% of the operation maintenance and replacement cost. Township officials have been apprised of the situation and estimated costs.

Therefore, it is recommended that City Council approve emergency expenditures in the estimated amount not to exceed \$110,000 for repairs related to the South 12th Street Block Lift Station, which includes replacement of piping in the lift station and repair of the force main, and authorize the City Manager to execute all documents related to this matter on behalf of the city.

FUNDING: 2014 – 2015 Sewer Operating Fund

Attachments: Pictures











SLOW FLOW

100 012

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Sale of City Property – 10323 Archwood Drive

SUPPORTING PERSONNEL: Victoria Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council adopt the resolution to sell city property located at 10323 Archwood Drive, place the resolution on file with the Office of City Clerk for 28 days and take final action on July 7, 2015.

City Council authorized the City Manager to proceed with marketing for sale the property located at 10323 Archwood Drive for \$18,000, based on an appraisal report prepared in December 2012. As an incentive, the city offered a \$3,000 refund to any buyer who constructs a single-family dwelling within two years of purchase of the property.

On May 13, 2015, an offer was received from Dan Vander Ploeg to purchase 10323 Archwood Drive for the asking price of \$18,000. Due to the current lack of public water and sewer availability, Mr. Vander Ploeg has requested a one-year extension (construction of a single-family dwelling within three years of purchase of the property) to obtain the available \$3,000 refund. Based on a recent survey of property owners in the vicinity of the property at 10323 Archwood Drive, the City Administration proposes to install public sewer and water along Archwood Drive and Cliffwood Drive in the spring of 2017, and these capital improvement projects will be included in the FY 2016-2026 Capital Improvement Program.

The City Administration has reviewed the offer and conditions requested by the buyer and recommends approval of the offer. The attached Real Estate Purchase Agreement has been prepared by the City Administration and City Attorney and has been signed by the buyer and the City Manager.

It is recommended that Council adopt the attached resolution to sell the city property at 10323 Archwood Drive for \$18,000, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015.

FUNDING: N/A

Attachments: Property Listing Information; Preliminary building elevations and plot plan; Real Estate Purchase Agreement; Resolution for 10323 Archwood Helen Drive

ONE-FAMILY RESIDENTIAL PROPERTY FOR SALE

**10323 Archwood Drive, Portage, Michigan,
List Price: \$18,000**

Desirable property on Archwood Drive, located just east of the South Westnedge/Cliffwood Avenue intersection and ideal for construction of a one-family residential dwelling.

Excellent location in southeast Portage near city parks, nature preserves, trails and lakes. As shown on the vicinity map below, this 0.7 acre vacant property is located on a quiet cul-de-sac street within a close-knit neighborhood.

Existing homes on this street are served by private wells and septic systems for water and sanitary sewer disposal. NOTE: installation of municipal sewer and water service is planned in spring 2017.



A two-story one-family dwelling was previously located on this lot. Significant water damage to the structure necessitated the demolition of the dwelling which was accomplished by the City of Portage in accordance with Code. Inert concrete and asphalt debris remains where the foundation of the dwelling and septic tank were located. The private water well was also abandoned in accordance with Code.

The City of Portage will accept offers to purchase the property from all interested parties. A list price of \$18,000 has been established, based on an appraisal completed in December 2012. As an incentive, the City of Portage will offer a \$3,000 refund to any

buyer that constructs a single-family dwelling within two years of the purchase. Please note that the sale of this property will be conditioned to prohibit a manufactured dwelling from being constructed on the property.

Interested parties should submit written offers to the Department of Community Development, 7900 South Westnedge Avenue, Portage. Completion of a Greater Kalamazoo Association of Realtors "Authorized Buy and Sell Agreement" or similar document, is preferred and should accompany the offer on the property. Questions regarding the sale of the property should be directed to the Department of Community Development at (269) 329-4477.

PROPERTY/SUPPLEMENTAL INFORMATION

List Price: \$18,000

Site Sketch (shown below)

Terms: Cash

Conditions of Sale:

- Construction of manufactured dwellings is not permitted.
- A \$3,000 refund will be provided to any buyer that constructs a single-family dwelling within two years of the purchase.

Zoning: R-1C, One-Family Residential

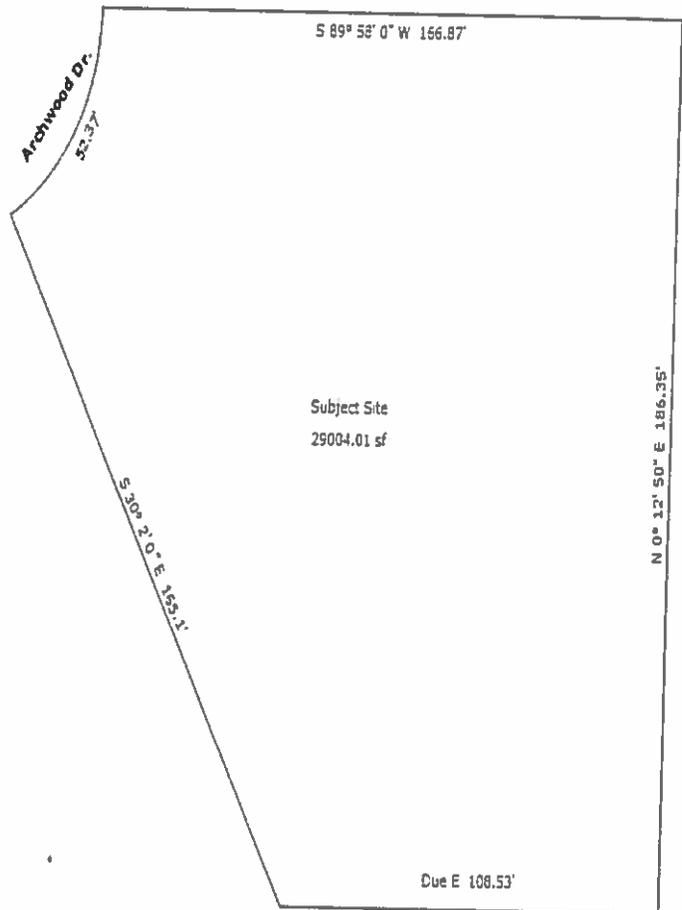
Minimum Building Setbacks:

- Front lot line: 30 feet
- Side lot line: 12 feet
- Rear lot line: 40 feet

Maximum building lot cover: 25% of lot area

Minimum residential floor area

- One-story: 1,600 square feet
- 1-½ story: 1,280 square feet first floor, 400 square feet second floor
- Two-story: 1,000 square feet 1st floor, 1,000 feet second floor



Utilities: No municipal water or sewer. Site previously served by private well and septic system. Installation of municipal water and sewer is currently planned for spring 2017.

Other:

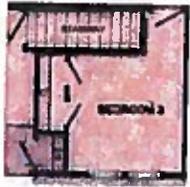
A two-story one-family dwelling was previously located on this lot. Significant water damage necessitated the demolition of the dwelling, which was accomplished by the City of Portage in accordance with Code. Inert concrete and asphalt debris remains where the prior house foundation and septic tank were located. The private water well was also abandoned in accordance with Code.

HOME BUYER'S GUIDE

Model 188

Total Living Area: 1,920 sq. ft.

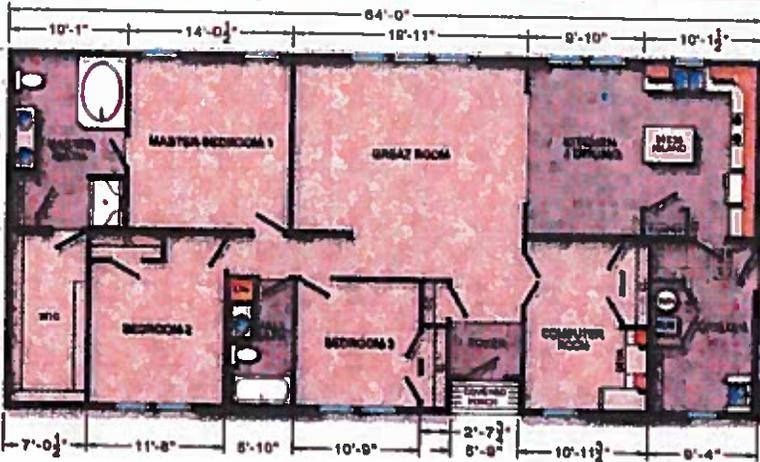
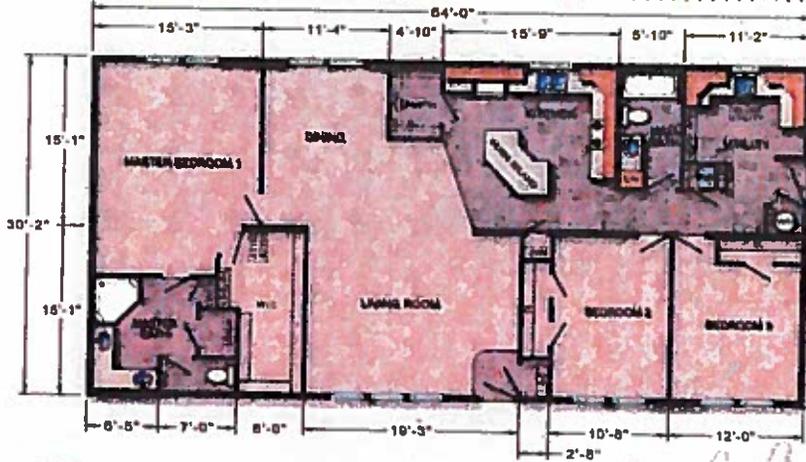
Elevations are artists renditions and not considered exact to specifications.



Basement Option



Master Bathroom Option



Model 190*

Total Living Area:
1,920 sq. ft.

Elevations are artists renditions and not considered exact to specifications.



Basement Option

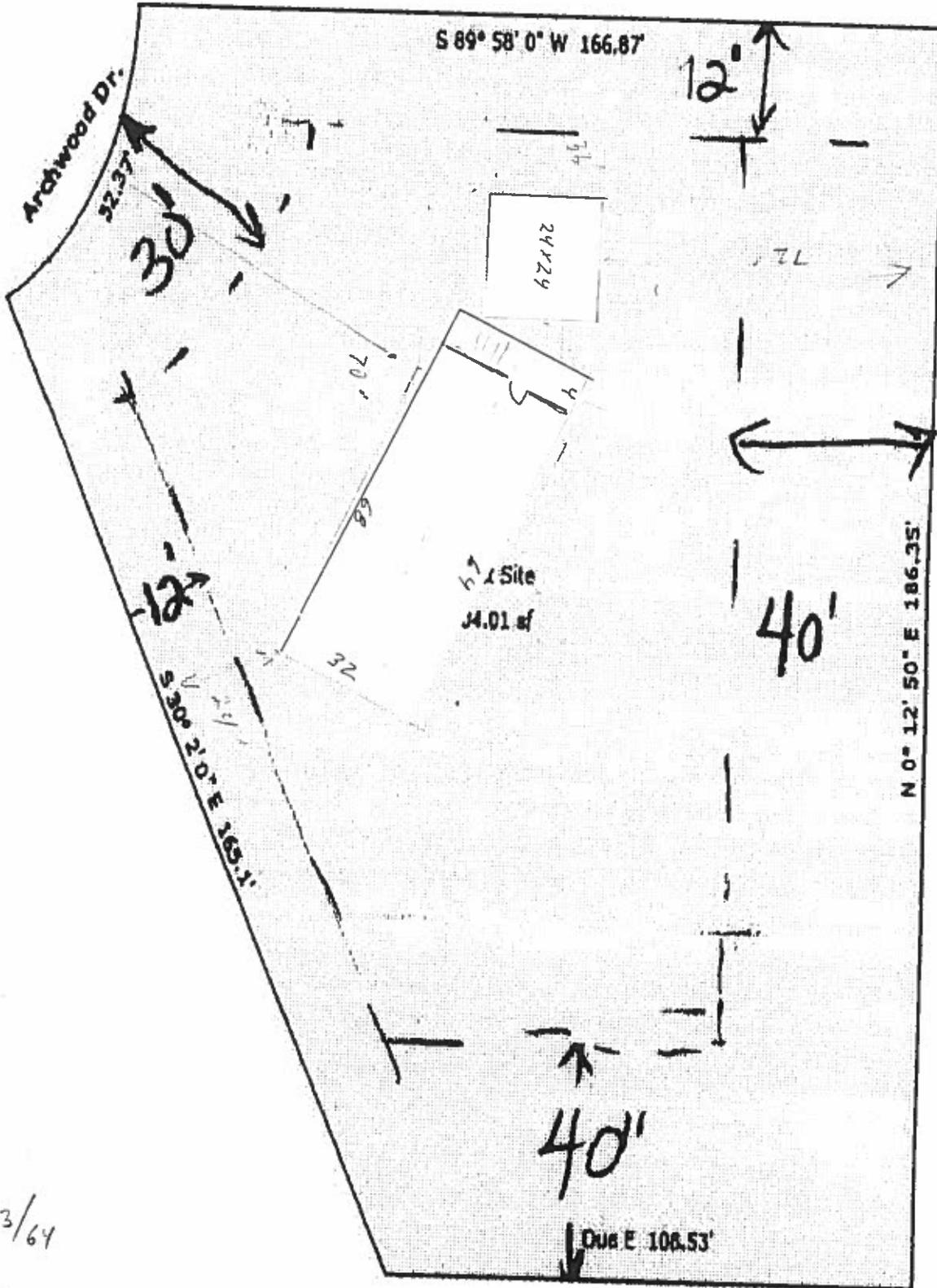


32 FT. WIDE

EMENTAL INFORMATION

 **DRAFT**

Site Sketch (shown below)



3/64

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into on this _____ day of _____, 2015 (the "Execution Date"), by and between The City of Portage, a municipal corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, ("Seller"), and Dan Vander Ploeg, as Trustee of the DAN VANDER PLOEG REVOCABLE TRUST dated May 5, 2004, of 9750 Shafer Road, Portage, Michigan 49024, ("Purchaser").

RECITALS

A. Seller owns real estate located at 10323 Archwood Drive in City of Portage, Kalamazoo County, Michigan, which real estate is legally described as follows:

Oak Forest Park Lot 7

B. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, the real estate, together with all easements, rights, appurtenances and hereditaments thereunto belonging (the "Property");

C. The Property is vacant unimproved property upon which Purchaser desires to build a residential structure;

NOW, THEREFORE, the parties, in consideration of the mutual covenants herein, agree as follows:

ARTICLE ONE PURCHASE PRICE

1.1 The Purchaser hereby purchases the Property from the Seller and agrees to pay the Seller for the sum of Eighteen Thousand (\$18,000.00) Dollars.

1.2 Upon payment of the balance owed to Seller under this Agreement and contingent upon Purchaser's compliance with all terms and conditions of this Agreement, Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed in recordable form, conveying marketable title to the Property to the Purchaser.

ARTICLE TWO PERSONAL PROPERTY AND IMPROVEMENTS

All personal property that Seller desires to retain shall be removed from the Property before Closing.

ARTICLE THREE MAINTENANCE OF PROPERTY

Seller shall not commit or allow any waste or nuisance on the Property.

ARTICLE FOUR
EARNEST MONEY DEPOSIT

As evidence of good faith, Purchaser tenders a deposit of Two Hundred (\$200.00) Dollars on account of Purchase Price. If title is not marketable, or if this Agreement calls for the return of the Earnest Money Deposit, this deposit shall be refunded to Purchaser.

ARTICLE FIVE
REAL ESTATE COMMISSION

Purchaser represents and warrants that he has no obligations or liabilities to any broker or finder by reason of the transactions which are the subject of this Agreement.

ARTICLE SIX
CLOSING

6.1 Purchaser acknowledges that this Agreement shall be contingent upon final approval of the Portage City Council. The date of such approval shall be deemed the "Effective Date" of this Agreement. Seller shall provide Purchaser with written notice of such approval or any other disposition of this Agreement by the Portage City Council. Purchaser also acknowledges that this Agreement must be on file with the Portage City Clerk for twenty-eight (28) days before final approval can be granted by Seller through its City Council. Purchaser agrees that Seller has made no representations or warranties with regard to City Council's final decision. If the Portage City Council decides not to approve the Agreement, this Agreement shall automatically terminate and Purchaser may have return of the Earnest Money Deposit and each party shall assume the responsibility for all costs expended with regard to this Agreement without further liability to each other and neither party will have any obligation or liability under this Agreement.

6.2 The date of Closing (the "Closing Date") shall take place ten (10) days following Purchaser's written notification to Seller that Purchaser has waived its contingencies and all of the requirements set forth in this Agreement have been fulfilled to the full satisfaction of Purchaser and Seller. The Closing shall take place at Attorney's Title Company in Portage, Michigan.

6.3 If the Closing of the sale is delayed by (i) reasons of delay not the fault of Seller in obtaining a title insurance commitment; or (ii) title defects that can be readily corrected, an extension period of thirty (30) days shall be allowed for Closing by written notice from Seller to Purchaser prior to the originally scheduled date for Closing. Possession of the property shall be given at Closing.

6.4 Purchaser and Seller shall each pay all of their own costs incurred incident to the preparation, execution and delivery of this Agreement and the performance of their obligations hereunder including, without limitation, the fees of counsel, accountants and consultants, real estate agents, brokers and finders, whether or not the transactions contemplated by this Agreement shall be consummated.

6.5 The parties shall equally divide the fees charged by the closing agent and any escrow fee charged by the title company.

6.6 At Closing:

- a. Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed in recordable form, conveying marketable fee simple title to the property to Purchaser, subject only to any exceptions.
- b. Seller shall provide whatever documentation which may be reasonably required by the title insurer to warrant that there are no unpaid claims which have created or could lead to the creation of liens on the property, including evidence that all contractors, subcontractors, and supplies have been paid in full and released all liens.
- c. Each party shall execute a closing statement to evidence the transaction.
- d. The parties shall furnish to each other such other documents as are necessary and appropriate for the consummation of this transaction, and shall indicate that the parties executing the documents have the authority to enter into this Agreement, consummate the sale contemplated hereby, and execute and perform all documents hereunder.

ARTICLE SEVEN
CONDITIONS PRECEDENT

Purchaser shall have the time so stated in this Article Seven to satisfy or waive the conditions precedent contained therein. Notwithstanding any provision to the contrary herein, funds expended by Purchaser with regard to paragraphs A, C and D herein shall be paid by Purchaser.

A. INSPECTIONS

7.1 Purchaser, its employees, agents or representatives, at its sole expense, shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised or assessed for any purpose desired by Purchaser. The inspection period (the "Inspection Period") shall begin on the Effective Date, and shall end thirty (30) days thereafter. Seller shall reasonably cooperate with Purchaser in the course of Purchaser's investigations to provide such documents relating to the Property as reasonably requested by Purchaser. Seller specifically acknowledges that pursuant to this paragraph, Purchaser shall have the right to enter the Property to have a Phase I and/or a Phase II Environmental Study and a Baseline Environmental Assessment (BEA) performed.

7.2 During such periods of time as Purchaser is allowed to enter the Property pursuant to the terms of this Agreement, Purchaser shall make commercially reasonable efforts to protect the Property from damage, and Purchaser shall promptly restore or cause to be restored that portion of the Property so damaged to the condition existing prior to such damage. Purchaser shall not permit a construction, mechanic's materialmen's or other lien to be filed against any of the Property as the result of any work, labor, service or materials performed or furnished by, for or to Purchaser, its employees, agents and/or contractors. If any such lien shall at any time be filed against the Property, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days of the filing thereof.

7.3 Seller has delivered to Purchaser, or will make available to Purchaser if in Seller's possession within five (5) days of the Effective Date: (i) all existing surveys, drawings, site plans, topography plans and any other drawings or plans related to the Property; (ii) copies of all engineering reports, soil studies, drainage studies, environmental assessments or reports, and wetland and floodplain studies; (iii) copies of all service agreements currently in place with regard to the Property, if any; (iv) copies of all leases and agreements related to the Property, if any, including without limitation any documents, instruments and agreements between the Seller and the Michigan Department of Environmental Quality, and (v) copies of all development, site plan and zoning approvals. The foregoing (i) through (v) are collectively referred to as the "Property Reports". Seller agrees to cooperate with Purchaser to have the Property Reports updated, renewed or certified to Purchaser, at Purchaser's cost, if so desired by Purchaser. Seller hereby represents and warrants that the Property Reports delivered pursuant to this Section 7.3 are the only Property Reports in Seller's possession, to Seller's knowledge.

7.4 If at any time prior to the expiration of the Inspection Period, Purchaser deems the Property or any aspect or condition thereof unsuitable to Purchaser, including without limitation any matter disclosed by the Property Reports, Purchaser may terminate this Agreement by delivering written notice to Seller of such termination. In the event that such notice shall be given, the Earnest Money Deposit shall be returned to Purchaser and this Agreement shall be deemed void. If Purchaser shall fail to provide such written notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with the condition of the Property and shall be obligated to proceed with the transaction in accordance with the other terms and conditions of this Agreement.

B. TITLE

7.5 Seller agrees, at Seller's sole cost and expense, to furnish Purchaser with a commitment from Attorney's Title Company to issue to Purchaser, at or as soon as possible after Closing, its ALTA Form B Owner's title insurance policy, in the amount of the purchase price, insuring title to the property to be in good and marketable condition, free and clear of any liens and encumbrances except those liens and encumbrances specifically waived by Purchaser pursuant to the following Section or deemed waived by Purchaser's failure to give notice pursuant to the following Section. Seller shall furnish Purchaser with the aforesaid title commitment as soon as possible, but no later than thirty (30) days following the Effective Date.

7.6 If the title insurance Commitment shall disclose any matter unacceptable to the Purchaser, the Purchaser shall notify the Seller in writing, of such matter, within ten (10) days after receipt of the title insurance Commitment, and copies of all items shown therein. In the event that the Seller is unable to have such matter removed from the title insurance Commitment, or otherwise cure such matter within twenty (20) days after receipt of such notice, the Purchaser shall have ten (10) days thereafter to (i) waive such matter and proceed with the closing; or (ii) elect not to proceed with the purchase of the property and provide written notice of such decision within the ten (10) day period, whereupon all liability hereunder shall terminate.

C. SURVEY

7.7 Purchaser may, within five (5) days of the Effective Date, and at his expense, order a boundary survey of the Property showing the location of all structures, existing easements, restrictions and encumbrances thereon. If the survey shall reveal any state of facts unacceptable to Purchaser, then Purchaser shall notify Seller in writing of such defect(s) and/or

state of facts within ten (10) days after receipt of the survey. In the event Seller is unable or unwilling to cure such defects or state of facts within twenty (20) days after receipt of such notice, Purchaser shall have ten (10) days to either (i) waive such defect(s) or state of facts and proceed with the closing; or (ii) elect not to proceed with the purchase of the property and provide written notice of its decision within the ten (10) day period, whereupon all liability hereunder shall terminate and the Earnest Money Deposit shall be returned to Purchaser.

D. APPROVALS

7.8

a) Seller makes no representation as to whether the Portage City Council will approve this Agreement, or if any approval or permit will be granted by the City or any other governmental agency. A denial (or approval with conditions) of any required or necessary approval, permit or license shall not constitute a breach of this Agreement by the Seller or give rise to any independent action for damages against Seller by Purchaser.

b) Buyer shall receive a Three Thousand (\$3,000.00) Dollar rebate from Seller if a certificate of occupancy for the Property is requested by Purchaser and is issued not more than three (3) years after purchase of the Property.

c) Purchaser is not required to connect to public sewer and water unless City of Portage or County of Kalamazoo ordinance or rule requires such connection.

ARTICLE EIGHT **TAXES**

8.1 The following shall be prorated and adjusted between Seller and Purchaser on the basis that Purchaser is the owner as of the Closing Date, except as otherwise specified:

- a. Current real estate taxes for the Property (except special assessments) shall be prorated to the date of Closing and shall be deemed to cover the calendar year in which they become due and payable. Any charges for electricity, water/sewer, natural gas and sanitation shall be paid by Seller to the Closing Date.
- b. Seller may not be subject to transfer taxes as a governmental unit grantor. However, transfer taxes owed, if any, shall be paid by Purchaser.
- c. All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.
- d. The parties acknowledge that the Property may not be subject to ad valorem taxes during the period Seller, as a governmental unit, owned the Property.

8.2 All special assessments, all unpaid installments of any assessments levied prior to the Closing Date shall be paid by Seller.

ARTICLE NINE
REPRESENTATIONS AND WARRANTIES

9.1 Except as otherwise provided or acknowledged in this Agreement, Seller represents, covenants and warrants as follows:

- a. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof.
- b. Seller has no knowledge of any other persons or entities claiming a right to possession of the Seller.
- c. Seller has good and marketable fee simple title to the Property subject to the matters contained in the title commitment.
- d. There are no leases, tenancies, rights of first refusal, rights of first offer, options or other instruments or agreements with respect to the Property.

9.2 "AS IS". Purchaser agrees that it has inspected and will continue to inspect and assess the Property and that, Purchaser will rely solely upon such inspection and assessment in electing whether or not to purchase the Property. **IT IS UNDERSTOOD AND AGREED BY SELLER AND PURCHASER THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BY SELLER AND PURCHASER THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE WITH REGARD TO THE PROPERTY.** Purchaser agrees that the provisions of this paragraph are a material inducement to Seller in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby and that, but for the provisions of this paragraph, Seller would not have executed this Agreement or agreed to sell the Property on the terms and conditions contained herein.

9.3 Purchaser and Seller hereby agree that Purchaser has a) I provided Seller with preliminary plans ("Plans") of Purchaser's proposed improvements on the Property which contemplate use of the Property for residential purposes; b) development of the Property shall be substantially in accordance with those plans as well as in compliance with all federal, state and local laws in effect; c) Purchaser shall not place a "manufactured dwelling" on the Property as that term is defined by the City of Portage Zoning Code; and d) Purchaser shall not sell, transfer or assign any interest in the Property until after a certificate of occupancy has been obtained or three (3) years, whichever occurs first. Seller's remedies for any default of the terms and conditions set forth in this Section 9.3 shall be in law or equity and include, but not be limited to, injunctive relief, rescission of the Agreement and/or money damages in addition to any remedy provided by city ordinance or code.

ARTICLE TEN
UNPLATTED LANDS

Seller makes no representation as to whether the transfer is a land division under the Land Division Act. Seller is transferring to Purchaser all available divisions, if any, under Section 108 of the Land Division Act but makes no representations or warranties as to the number. Purchaser has not relied on any information or opinions of the Seller on this matter.

ARTICLE ELEVEN
DEFAULT AND REMEDIES

In the event any party hereto shall be in default under this Agreement, the non-defaulting party must either elect to terminate this Agreement or to consummate the transactions contemplated hereby if such default occurs prior to the Closing Date. In the event of Purchaser's default, Seller shall have the right to retain the Earnest Money.

ARTICLE TWELVE
EMINENT DOMAIN

Seller shall notify Purchaser within ten (10) days if the Property, or any portion thereof, shall be taken or threatened to be taken through the exercise of the power of eminent domain. Upon receiving such notice, Purchaser shall have the right to terminate this Agreement and have returned to them the Earnest Money Deposit made hereunder. If Purchaser should elect to terminate this Agreement, all of the proceeds of the taking shall become the property of Seller. If Purchaser, after receipt of such notice, nevertheless agrees to consummate the purchase and sale contemplated hereunder, the proceeds of taking shall belong to Purchaser.

ARTICLE THIRTEEN
TIME OF THE ESSENCE

Time is expressly declared to be of the essence of this Agreement. If extensions are not otherwise provided for, the parties may, in writing, agree to further extensions.

ARTICLE FOURTEEN
SURVIVAL

All agreements, representations, warranties and indemnities contained herein including, without limitation, the obligations of Purchaser as set forth in Section 9.3 herein shall survive the closing. Failure of either party to complain of any action or omission on the part of the other party with respect to the matters contained herein, no matter how long the same may continue, shall not be deemed to be a waiver by such party to subsequently insist on such performance. A waiver by either party at any time, expressed or implied, of any breach of the other party's agreements, covenants, promises, representations or warranties contained herein shall not be deemed a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision.

ARTICLE FIFTEEN
MISCELLANEOUS

15.1 Pronouns. Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa.

15.2 Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by the persons against whom enforcement of any waiver, change or modification or discharge is sought.

15.3 Notices. All notices and demands required or permitted under this Agreement shall be in writing and shall be served personally or by postage prepaid United States first-class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated herein or to such other place as may be designated by notice given in accordance with this section. Notice shall be deemed to have been given on the earlier of (a) the date when received, or (b) two (2) days after mailing if mailed in the State of Michigan. Notice shall be deemed properly addressed if sent to the following addresses:

If to Seller:
City of Portage
7900 S. Westnedge Avenue
Portage, MI 49002

If to Purchaser:
Dan Vander Ploeg as Trustee of the
DAN VANDER PLOEG REVOCABLE
TRUST dated May 5, 2004
9750 Shafer Road
Portage, MI 49024

15.4 Headings. The headings contained herein are for the convenience of the parties and are not to be used in construing this Agreement.

15.5 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State.

15.6 Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

15.7 Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

15.8 Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

15.9 Cumulative Remedies. All rights, remedies and resources available within this Agreement are separate and cumulative and may be pursued separately, successively or concurrently, and are nonexclusive, and the exercise of any one of them shall in no way limit the exercise of any other which any party may be entitled under the express terms of this Agreement.

15.10 Further Assurances. Each of the parties shall execute and deliver to the other parties any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefor. If any party shall fail to comply with the provisions of this section, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

15.11 Assignment. This Agreement is personal to the parties and may not be assigned, sold or otherwise conveyed by any party. No party shall have any right to commute, encumber or dispose of the right to receive payments or performance under this Agreement. Payments and performance under this Agreement and the right thereto are expressly declared to be non-assignable and non-transferable, whether by voluntary or involuntary alienation, assignment or transfer.

15.12 Duplicate Originals, Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original but all of which shall constitute one and the same instrument.

15.13 Disclosure. This Agreement is subject to the Michigan Freedom of Information Act.

15.14 Fax/Emails. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax/email and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statute of Frauds or non-enforceability or invalidity of the Agreement because of fax/email copies being used, and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

ARTICLE SIXTEEN DUE ON SALE

SELLER UNDERSTANDS THAT THE CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) AND/OR DEED IN ESCROW TO WHICH THE PROPERTY MAY BE SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER, OR REQUIRED BY LAW OR LEGISLATION.

**ARTICLE SEVENTEEN
EXECUTION AND DELIVERY**

This Agreement shall not be effective unless Purchaser executes the Agreement and final approval is given by the Portage City Council.

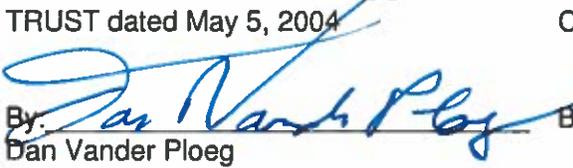
IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year first above written.

PURCHASER:

SELLER:

DAN VANDER PLOEG REVOCABLE
TRUST dated May 5, 2004

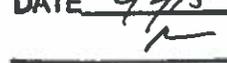
CITY OF PORTAGE

By: 
Dan Vander Ploeg
Its: Trustee

By: 
Laurence Shaffer
Its: City Manager

APPROVED AS TO FORM

DATE 6/2/05


CITY ATTORNEY

EFFECTIVE DATE
(City Council)
(Approval)

Prepared by:
RANDALL L. BROWN
City Attorney
1662 East Centre Avenue
Portage, Michigan 49002
Phone: (269) 323-8812

z:\jody\portage\real estate\larchwood drive - vander ploeg real estate sales agreement.060115.doc

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 1 TO SELL REAL ESTATE**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2015 at 7:30 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

BE IT RESOLVED that the City of Portage sell the following described property to Dan Vander Ploeg, for the sum of Eighteen Thousand (\$18,000.00) Dollars:

All that certain parcel of real estate situated in the City of Portage, County of Kalamazoo and State of Michigan, to-wit:

Oak Forest Park Lot 7

More commonly known as 10323 Archwood Drive, Portage, Michigan 49024

BE IT FURTHER RESOLVED that notice, in substantially the form attached as Exhibit A, be published in a newspaper of general circulation within the City, giving notice of the City's intent to sell the above described premises.

AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED: _____

James R. Hudson, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified 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 hereunto affixed my official signature this ____ day of _____, 2015.

James R. Hudson, City Clerk

Approved as to Form
Date: 5/28/15

City Attorney

EXHIBIT A

CITY OF PORTAGE, MICHIGAN
NOTICE OF INTENTION TO SELL REAL ESTATE
IN THE CITY OF PORTAGE, MICHIGAN

PLEASE TAKE NOTICE, that on the ____ day of _____, 2015, the City Council of the City of Portage voted to sell property commonly known as 10323 Archwood Drive, Portage, Michigan 49024, to DAN VANDER PLOEG, for the sum of Eighteen Thousand (\$18,000.00) Dollars.

PLEASE TAKE FURTHER NOTICE that the Resolution authorizing this action is on file with the City Clerk and open for public inspection. Said document will be on file with the City Clerk for twenty-eight (28) days and may be inspected at the Clerk's office during regular working hours. After said twenty-eight (28) days and twenty (20) days after publication of this Notice of Intention to Sell Real Estate, the Council may take final action and sell said property.

Dated: _____, 2015

James R. Hudson, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Sale of City Property – 1521 Helen Drive

SUPPORTING PERSONNEL: Victoria Georgeau, Director of Community Development

ACTION RECOMMENDED: That City Council adopt the resolution to sell city property located at 1521 Helen Drive, place the resolution on file with the Office of City Clerk for 28 days and take final action on July 7, 2015.

On August 12, 2014, City Council authorized the City Manager to proceed with negotiating the sale of city property at 1521 Helen Drive to Tyrone and Angela Jones, owners of adjacent property at 1706 Byrd Drive. Subsequent to this authorization, Mr. and Mrs. Jones deliberated for several months and in March 2015 provided the city with a letter of intent to purchase the property at 1521 Helen Drive.

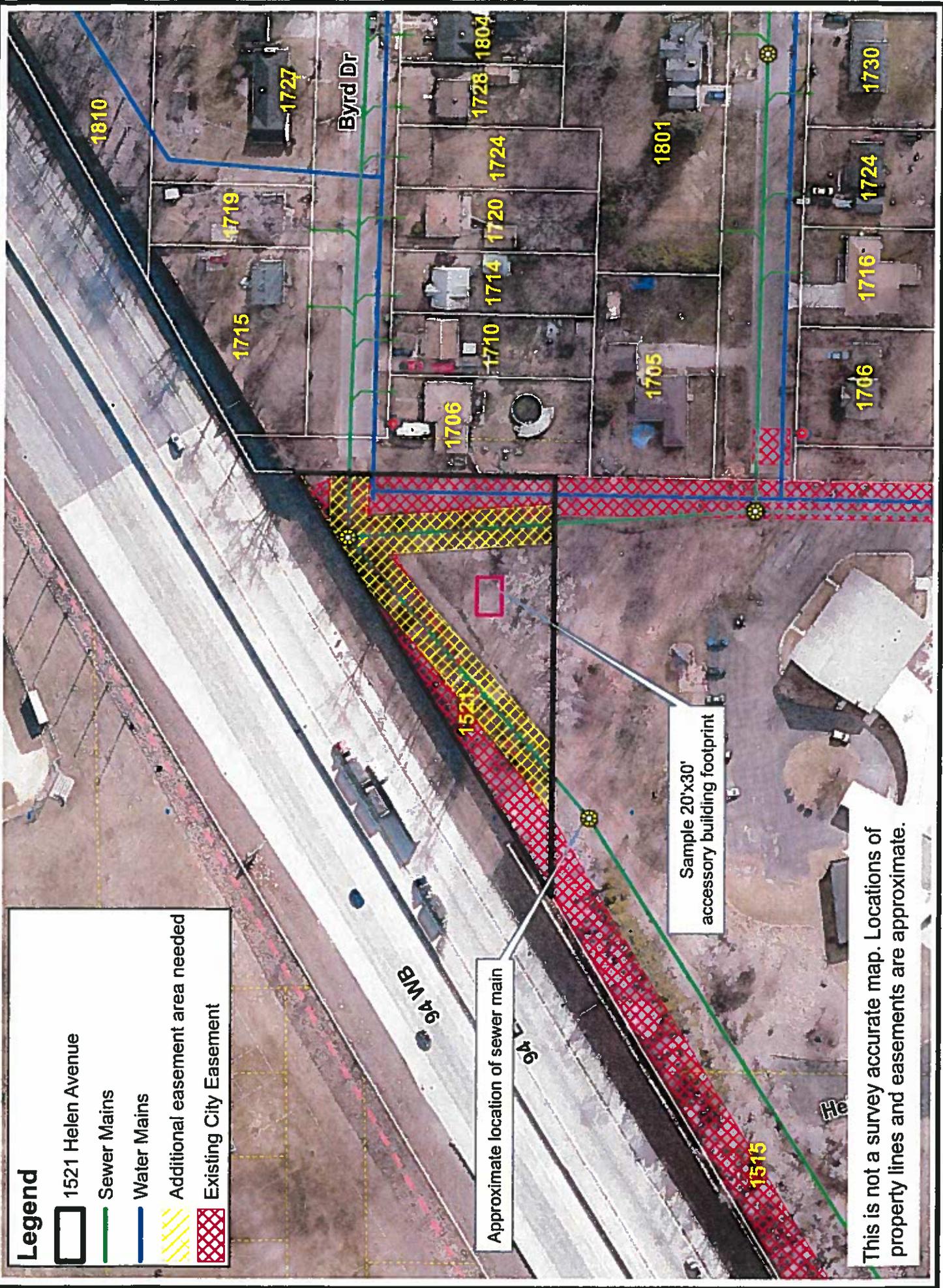
The property at 1521 Helen Avenue is nearly one acre in size and is located at the end of Byrd Drive, adjacent to I-94 and north of the Presbyterian church at 1515 Helen Avenue. The parcel was created in approximately 1960 when the Michigan Department of Transportation constructed I-94. In December 1970, the Kalamazoo County Road Commission conveyed the property to the city via a Quit Claim Deed. As shown on the attached detail map, a sewer and water main run along the east property line and a sewer main runs along the west property line. The property lacks required frontage on a public street to be developed. The City Administration has reviewed the property at 1521 Helen Avenue and other than the sewer and water mains, there is no specified public use or purpose for the property. If the property were sold, a 30-foot wide easement will be prepared to prohibit building or pavement construction in proximity to the underground utilities.

An appraisal report was received in May 2015 which estimates the value of this property at \$1,600 due to the development limitations noted above. Mr. and Mrs. Jones have agreed to purchase the property at the appraised value. The attached Real Estate Purchase Agreement has been prepared by the City Administration and City Attorney and has been signed by the buyers noted above, as well as the City Manager.

It is recommended that Council adopt the attached resolutions to sell the city property at 1521 Helen Drive for \$1,600, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015.

FUNDING: N/A

Attachments: Vicinity map; Real Estate Purchase Agreement; Resolution for 1521 Helen Drive



Legend

-  1521 Helen Avenue
-  Sewer Mains
-  Water Mains
-  Additional easement area needed
-  Existing City Easement

Approximate location of sewer main

Sample 20'x30' accessory building footprint

This is not a survey accurate map. Locations of property lines and easements are approximate.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into on this ____ day of _____, 2015 (the "Execution Date"), by and between The City of Portage, a municipal corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, ("Seller"), and Tyrone Jones and Angela Jones, husband and wife, of 1706 Byrd Drive, Portage, Michigan 49002, ("Purchaser").

RECITALS

A. Seller owns real estate located in City of Portage, Kalamazoo County, Michigan, which real estate is commonly known as 1521 Helen Avenue, Portage, Michigan 49002, and more fully described as follows:

Sec 3-3-11 The N 330 ft of SE 1/4 NE 1/4 Sec 3 Lying S of 1-94 ROW

B. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, the real estate, together with all easements, rights, appurtenances and hereditaments thereunto belonging (the "Property");

C. The Property is a vacant unimproved property which Seller desires to sell and Purchaser desires to purchase;

NOW, THEREFORE, the parties, in consideration of the mutual covenants herein, agree as follows:

**ARTICLE ONE
PURCHASE PRICE**

1.1 The Purchaser hereby purchases the Property from the Seller and agrees to pay the Seller for the sum of One Thousand and Six Hundred (\$1,600.00) Dollars.

1.2 Upon payment of the balance owed to Seller under this Agreement and contingent upon Purchaser's compliance with all terms and conditions of this Agreement, Seller shall execute and deliver to Purchaser a Quit Claim Deed in recordable form to the Property to the Purchaser.

**ARTICLE TWO
PERSONAL PROPERTY AND IMPROVEMENTS**

All personal property that Seller desires to retain shall be removed from the Property before Closing.

**ARTICLE THREE
REAL ESTATE COMMISSION**

Purchaser and Seller represent and warrant to each other that they have no obligations or liabilities to any broker or finder by reason of the transactions which are the subject of this Agreement. Each party agrees to indemnify the other party against, and to hold the other party harmless from any and all liabilities and agrees to pay any final judgment obtained by any

person claiming broker's commissions or finder's fees or rights to similar compensation on account of services purportedly rendered on behalf of that party in connection with this Agreement.

ARTICLE FOUR **CLOSING**

4.1 Purchaser acknowledges that this Agreement shall be contingent upon final approval of the Portage City Council. The date of such approval shall be deemed the "Effective Date" of this Agreement. Seller shall provide Purchaser with written notice of such approval or any other disposition of this Agreement by the Portage City Council. Purchaser also acknowledges that this Agreement must be on file with the Portage City Clerk for twenty-eight (28) days before final approval can be granted by Seller through its City Council. Purchaser agrees that Seller has made no representations or warranties with regard to City Council's final decision. If the Portage City Council decides not to approve the Agreement or requires modifications unacceptable to the Purchaser, this Agreement shall automatically terminate each party shall assume the responsibility for all costs expended with regard to this Agreement without further liability to each other and neither party will have any obligation or liability under this Agreement.

4.2 The date of Closing (the "Closing Date") shall take place ten (10) days following Purchaser's written notification to Seller that Purchaser has waived its contingencies and all of the requirements set forth in this Agreement have been fulfilled to the full satisfaction of Purchaser and Seller. The Closing shall take place at Attorney's Title Company in Portage, Michigan.

4.3 If the Closing of the sale is delayed by (i) reasons of delay not the fault of Seller in obtaining a title insurance commitment; or (ii) title defects that can be readily corrected, an extension period of thirty (30) days shall be allowed for Closing by written notice from Seller to Purchaser prior to the originally scheduled date for Closing. Possession of the Property shall be given at Closing.

4.4 Purchaser and Seller shall each pay all of their own costs incurred incident to the preparation, execution and delivery of this Agreement and the performance of their obligations hereunder including, without limitation, the fees of counsel, accountants and consultants, whether or not the transactions contemplated by this Agreement shall be consummated.

4.5 The Seller shall pay the fees charged by the closing agent and any escrow fee charged by the title company.

4.6 At Closing:

- a. Seller shall execute and deliver to Purchaser a Quit Claim Deed in recordable form.
- b. Seller shall provide whatever documentation which may be reasonably required by the title insurer to warrant that there are no unpaid claims which have created or could lead to the creation of liens on the Property, including evidence that all contractors, subcontractors, and supplies have been paid in full and released all liens.

- c. Each party shall execute a closing statement to evidence the transaction.
- d. The parties shall furnish to each other such other documents as are necessary and appropriate for the consummation of this transaction, and shall indicate that the parties executing the documents have the authority to enter into this Agreement, consummate the sale contemplated hereby, and execute and perform all documents hereunder.

ARTICLE FIVE
CONDITIONS PRECEDENT

Purchaser shall have the time so stated in this Article Seven to satisfy or waive the conditions precedent contained therein. Notwithstanding any provision to the contrary herein, funds expended by Purchaser with regard to paragraphs A and C herein shall be paid by Purchaser.

A. INSPECTIONS

5.1 Purchaser, its employees, agents or representatives, at its sole expense, shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised or assessed for any purpose desired by Purchaser. The inspection period (the "Inspection Period") shall begin on the Effective Date, and shall end thirty (30) days thereafter. Seller shall reasonably cooperate with Purchaser in the course of Purchaser's investigations to provide such documents relating to the Property as reasonably requested by Purchaser. Seller specifically acknowledges that pursuant to this paragraph, Purchaser shall have the right to enter the Property to have a Phase I and/or a Phase II Environmental Study and a Baseline Environmental Assessment (BEA) performed.

5.2 During such periods of time as Purchaser is allowed to enter the Property pursuant to the terms of this Agreement, Purchaser shall make commercially reasonable efforts to protect the Property from damage, and Purchaser shall promptly restore or cause to be restored that portion of the Property so damaged to the condition existing prior to such damage. Purchaser shall not permit a construction, mechanic's materialmen's or other lien to be filed against any of the Property as the result of any work, labor, service or materials performed or furnished by, for or to Purchaser, its employees, agents and/or contractors. If any such lien shall at any time be filed against the Property, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days of the filing thereof.

5.3 If at any time prior to the expiration of the Inspection Period, Purchaser deems the Property or any aspect or condition thereof unsuitable to Purchaser, Purchaser may terminate this Agreement by delivering written notice to Seller of such termination. In the event that such notice shall be given, this Agreement shall be deemed void. If Purchaser shall fail to provide such written notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with the condition of the Property and shall be obligated to proceed with the transaction in accordance with the other terms and conditions of this Agreement.

B. TITLE

5.4 Seller agrees, at Seller's sole cost and expense, to furnish Purchaser with a commitment from Attorney's Title Company to issue to Purchaser, at or as soon as possible after Closing, its ALTA Form B Owner's title insurance policy, in the amount of the purchase price. Seller shall furnish Purchaser with the aforesaid title commitment as soon as possible, but no later than thirty (30) days following the Effective Date.

5.5 If the title insurance Commitment shall disclose any matter unacceptable to the Purchaser, the Purchaser shall notify the Seller in writing, of such matter, within ten (10) days after receipt of the title insurance Commitment, and copies of all items shown therein. In the event that the Seller is unable to have such matter removed from the title insurance Commitment, or otherwise cure such matter within twenty (20) days after receipt of such notice, the Purchaser shall have ten (10) days thereafter to (i) waive such matter and proceed with the closing; or (ii) elect not to proceed with the purchase of the Property and provide written notice of such decision within the ten (10) day period, whereupon all liability hereunder shall terminate.

5.6 Seller shall prepare amended utility easement document(s) for any utility constructed outside of the present easement boundary. Seller shall survey the present utility easement to determine its boundaries and the location of the utility.

C. SURVEY

5.7 Purchaser may, within five (5) days of the Effective Date, and at their own expense, order an updated ALTA survey of the Property showing the location of all structures, existing easements, restrictions and encumbrances thereon. If the survey shall reveal any state of facts unacceptable to Purchaser, then Purchaser shall notify Seller in writing of such defect(s) and/or state of facts within ten (10) days after receipt of the survey. In the event Seller is unable or unwilling to cure such defects or state of facts within twenty (20) days after receipt of such notice, Purchaser shall have ten (10) days to either (i) waive such defect(s) or state of facts and proceed with the closing; or (ii) elect not to proceed with the purchase of the Property and provide written notice of its decision within the ten (10) day period, whereupon all liability hereunder shall terminate.

ARTICLE SIX TAXES

6.1 The following shall be prorated and adjusted between Seller and Purchaser on the basis that Purchaser is the owner as of the Closing Date, except as otherwise specified:

- a. Current real estate taxes, if any, for the Property (except special assessments) shall be prorated to the date of Closing and shall be deemed to cover the calendar year in which they become due and payable. Any charges for electricity, water/sewer, natural gas and sanitation shall be paid by Seller to the Closing Date.
- b. Seller may not be subject to transfer taxes as a governmental unit grantor. However, transfer taxes owed, if any, shall be paid by Purchaser.
- c. All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

- d. The parties acknowledge that the Property may not be subject to ad valorem taxes during the period Seller, as a governmental unit, owned the Property.

6.2 All special assessments, all unpaid installments of any assessments levied prior to the Closing Date shall be paid by Seller.

ARTICLE SEVEN
REPRESENTATIONS AND WARRANTIES

7.1 Except as otherwise provided or acknowledged in this Agreement, Seller represents as follows:

- a. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof.
- b. Seller has no knowledge of any other persons or entities claiming a right to possession of the Seller.
- c. Seller only has title to the Property by virtue of a Quit Claim Deed and, therefore does not warrant the condition of its title nor will it defend Purchaser against any claim.
- d. There are no leases, tenancies, rights of first refusal, rights of first offer, options or other instruments or agreements with respect to the Property.

7.2 "AS IS". Purchaser agrees that they have inspected and will continue to inspect and assess the Property and that, Purchaser will rely solely upon such inspection and assessment in electing whether or not to purchase the Property. **IT IS UNDERSTOOD AND AGREED BY SELLER AND PURCHASER THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BY SELLER AND PURCHASER THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE WITH REGARD TO THE PROPERTY.** Purchaser agrees that the provisions of this paragraph are a material inducement to Seller in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby and that, but for the provisions of this paragraph, Seller would not have executed this Agreement or agreed to sell the Property on the terms and conditions contained herein.

7.3 Purchaser agrees and warrants that a separate dwelling shall not be constructed or placed on the Property. However, additions to existing buildings and/or construction of new accessory buildings/structures on the Property are permitted. The conditions and restrictions contained in this section shall be contained in the deed delivered to Purchaser as restrictions which shall run with the land and bind Purchaser's transferees and assigns.

7.4 Purchaser agrees to combine the Property with the parcel Purchaser presently owns at 1706 Byrd Drive, Portage, Michigan concurrent with Closing.

ARTICLE EIGHT
UNPLATTED LANDS

Seller makes no representation as to whether the transfer is a land division under the Land Division Act. Seller is transferring to Purchaser all available divisions, if any, under Section 108 of the Land Division Act but makes no representations or warranties as to the number. Purchaser has not relied on any information or opinions of the Seller on this matter.

ARTICLE NINE
DEFAULT AND REMEDIES

In the event either party hereto shall be in default under this Agreement, the non-defaulting party shall have as a sole remedy, the right to terminate this Agreement or to consummate the transactions contemplated hereby if such default occurs prior to the Closing Date. In the event of Purchaser's default, Seller shall have the right to retain the Earnest Money.

ARTICLE TEN
EMINENT DOMAIN

Seller shall notify Purchaser within ten (10) days if the Property, or any portion thereof, shall be taken or threatened to be taken through the exercise of the power of eminent domain. Upon receiving such notice, Purchaser shall have the right to terminate this Agreement. If Purchaser should elect to terminate this Agreement, all of the proceeds of the taking shall become the property of Seller. If Purchaser, after receipt of such notice, nevertheless agrees to consummate the purchase and sale contemplated hereunder, the proceeds of taking shall belong to Purchaser.

ARTICLE ELEVEN
TIME OF THE ESSENCE

Time is expressly declared to be of the essence of this Agreement. If extensions are not otherwise provided for, the parties may, in writing, agree to further extensions.

ARTICLE TWELVE
SURVIVAL

All agreements, representations, warranties and indemnities contained herein shall survive the closing. Failure of either party to complain of any action or omission on the part of the other party with respect to the matters contained herein, no matter how long the same may continue, shall not be deemed to be a waiver by such party to subsequently insist on such performance. A waiver by either party at any time, expressed or implied, of any breach of the

other party's agreements, covenants, promises, representations or warranties contained herein shall not be deemed a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision.

ARTICLE THIRTEEN
MISCELLANEOUS

13.1 Pronouns. Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa.

13.2 Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by the persons against whom enforcement of any waiver, change or modification or discharge is sought.

13.3 Notices. All notices and demands required or permitted under this Agreement shall be in writing and shall be served personally or by postage prepaid United States first-class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated herein or to such other place as may be designated by notice given in accordance with this section. Notice shall be deemed to have been given on the earlier of (a) the date when received, or (b) two (2) days after mailing if mailed in the State of Michigan. Notice shall be deemed properly addressed if sent to the following addresses:

If to Seller:	If to Purchaser:
City of Portage	Tyrone and Angela Jones
Department of Community Development	1706 Byrd Drive
7900 S. Westnedge Avenue	Portage, MI 49002
Portage, MI 49002	

13.4 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State.

13.5 Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13.6 Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

13.7 Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

13.8 Further Assurances. Each of the parties shall execute and deliver to the other parties any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefor. If any party shall fail to comply with the provisions of this section, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

13.9 Assignment. This Agreement is personal to the parties. Payments and performance under this Agreement and the right thereto are expressly declared to be non-assignable and non-transferable, whether by voluntary or involuntary alienation, assignment or transfer.

13.10 Duplicate Originals, Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original but all of which shall constitute one and the same instrument.

13.11 Disclosure. This Agreement is subject to the Michigan Freedom of Information Act.

13.12 Fax. The parties agree that the signatures, initials and any modifications may be delivered by fax and shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statute of Frauds or non-enforceability or invalidity of the Agreement because of fax copies being used, and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

ARTICLE FOURTEEN DUE ON SALE

SELLER UNDERSTANDS THAT THE CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) AND/OR DEED IN ESCROW TO WHICH THE PROPERTY MAY BE SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER, OR REQUIRED BY LAW OR LEGISLATION.

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year below.

PURCHASER:

TYRONE JONES
ANGELA JONES

Tyrone P Jones
Tyrone Jones

Angela M Jones
Angela Jones

SELLER:

CITY OF PORTAGE

By: Laurence Shaffer
Its: City Manager

EFFECTIVE DATE
(City Council)
(Approval)

APPROVED AS TO FORM
DATE 6/2/15

CITY ATTORNEY

Prepared by:
RANDALL L. BROWN
City Attorney
1662 East Centre Avenue
Portage, Michigan 49002
Phone: (269) 323-8812

z:\jody\portage\real estate\helen drive - jones real estate purchase agreement clean.052815.doc

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 1 TO SELL REAL ESTATE**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on _____, 2015 at 7:30 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

BE IT RESOLVED that the City of Portage sell the following described property to Tyrone Jones and Angela Jones, for the sum of One Thousand and Six Hundred (\$1,600.00) Dollars:

All that certain parcel of real estate situated in the City of Portage, County of Kalamazoo and State of Michigan, to-wit:

Sec 3-3-11 The N 330 ft of SE 1/4 NE 1/4 Sec 3 Lying S of 1-94 ROW

More commonly known as 1521 Helen Drive, Portage, Michigan 49002

BE IT FURTHER RESOLVED that notice, in substantially the form attached as Exhibit A, be published in a newspaper of general circulation within the City, giving notice of the City's intent to sell the above described premises.

AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED: _____

James R. Hudson, City Clerk

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified 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 hereunto affixed my official signature this ___ day of _____, 2015.

James R. Hudson, City Clerk

Approved as to Form
Date: 5/28/15

City Attorney

EXHIBIT A

CITY OF PORTAGE, MICHIGAN
NOTICE OF INTENTION TO SELL REAL ESTATE
IN THE CITY OF PORTAGE, MICHIGAN

PLEASE TAKE NOTICE, that on the ____ day of _____, 2015, the City Council of the City of Portage voted to sell property known as 1521 Helen Drive, Portage, Michigan 49002 to TYRONE JONES and ANGELA JONES, for the sum of One Thousand and Six Hundred (\$1,600.00) Dollars.

PLEASE TAKE FURTHER NOTICE that the Resolution authorizing this action is on file with the City Clerk and open for public inspection. Said document will be on file with the City Clerk for twenty-eight (28) days and may be inspected at the Clerk's office during regular working hours. After said twenty-eight (28) days and twenty (20) days after publication of this Notice of Intention to Sell Real Estate, the Council may take final action and sell said property.

Dated: _____, 2015

James R. Hudson, City Clerk

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Proposed Three-Year Labor Agreement with the United Auto Workers

SUPPORTING PERSONNEL: Rob Boulis, Deputy City Manager

ACTION RECOMMENDED: That City Council authorize the Mayor and City Clerk to execute the three-year labor agreement between the City of Portage and the United Auto Workers.

The City Administration has negotiated a replacement agreement with the United Auto Workers (UAW) for the labor agreement that is set to expire on June 30, 2015. The proposed agreement has been ratified by the UAW membership and covers seventeen Public Services Department employees for the period of July 1, 2015 through June 30, 2018. Highlights of the ratified agreement include:

- A 2% wage increase on July 1, 2015, followed by a 1.5% increase on July 1, 2016 and a 1% increase on July 1, 2017.
- Implementation of a Retiree Health Savings Plan (RHS) effective July 1, 2016, with the city making an annual payment of 1% of base wage, and an annual payment increase to 2% of base wages effective July 1, 2017. The purpose of the RHS is help fund post-employment retiree insurance premiums. There is a five-year vesting requirement.
- Elimination of the use of pagers during the winter standby periods. Each employee will furnish the city a cell phone number to be used to for call-in purposes. To assist with cell phone costs, each employee will receive an annual payment of \$65 in December.

Council approval of the three-year labor agreement is recommended.

FUNDING: Funding is budgeted in the Department of Public Services personnel accounts for FY 2015-2016, and will be programmed as appropriate for future contract years.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

SUBJECT: Life and Long-Term Disability Insurance

SUPPORTING PERSONNEL: Tracy Schmitt, Deputy Director of Benefit Services

ACTION RECOMMENDED: That City Council approve a two-year contract renewal with The Hartford for employee basic life, basic accidental death and dismemberment, contributory life, contributory accidental death and dismemberment, dependent life and long-term disability insurance and authorize the City Manager to execute all documents on behalf of the city.

The City of Portage has the contractual responsibility to provide basic life and basic accidental death and dismemberment (AD&D) insurance to all full-time unionized employees, and extends these benefits to full-time non-union employees, as provided through the Personnel Rules and Regulations. Coverage levels vary depending upon the employee job classification and/or salary level. In the event of death, a life insurance benefit is paid to the designated beneficiary of the employee. The benefit doubles if death occurs due to an accident. The city also has the contractual obligation to provide full-time unionized employees with the opportunity to purchase optional life and optional AD&D insurance benefits through payroll deduction, a benefit also extended to full-time non-union employees. In addition, dependent life insurance is a benefit offered to full-time non-union employees for dependent coverage. This coverage is voluntary and the cost of the benefit is fully paid by the employee.

The City of Portage is also contractually obligated to provide long-term disability insurance for all full-time unionized employees. This benefit is extended to full-time non-union employees as provided through the Personnel Rules and Regulations. Long-term disability insurance entitles employees, who after completing an elimination period and continue to be unable to perform substantial and material duties of their occupation, to 66-2/3% of his/her monthly base salary. After 36 months, the employee must be unable to perform the main functions of any gainful occupation which his/her training, education or experience will reasonably allow to continue to be considered disabled within the guidelines of the policy.

The current one-year contract with The Hartford expires on June 30, 2015. During recent contract negotiations with The Hartford, the city administration was able to secure a two-year renewal with no increase in cost to the city and no change in cost to employees. The costs associated with the current contract total \$89,454.19. The Hartford has provided excellent customer service to city staff during the past several years. Council approval of a two-year contract renewal for the period of July 1, 2015 – June 30, 2017 with The Hartford is recommended.

FUNDING: Funds have been included in the 2015/2016 fiscal year budget to cover the cost of employee benefits. Employees also contribute to the cost.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Delinquent Water and Sewer Bills

SUPPORTING PERSONNEL: William K. Furry, Director of Finance

ACTION RECOMMENDED: That City Council order notice to applicable property owners that all water and/or sewer charges remaining unpaid as of June 30, 2015 will be transferred to the 2015 city tax roll and assessed against the property for which the services were furnished.

The City Manager is required to report to City Council on an annual basis those water and sewer bills which are unpaid as of March 31. In accordance with the city ordinances, unpaid water and sewer utility accounts considered to be uncollectible by the Finance Director are required to be reported to City Council on an annual basis. Unpaid utility accounts as of March 31, 2015 currently total \$73,377.01. A listing is attached showing all delinquent accounts. A progressive series of eight separate notifications to the customer/owner in accordance with city procedures, State laws and Municipal Code Section 82-374 through 82-376 have not resulted in payment. State law allows the charges to remain with the associated property. According to Chapter 82, Division 7, Section 82-197, Lien for Unpaid Charges, Portage Code of Ordinances, the unpaid accounts are to be transferred to the city tax roll and assessed against properties to which the services are provided. Action by City Council to order notice to all applicable property owners that all unpaid water and/or sewer charges transferred to the 2015 city tax roll is requested to begin this process.

FUNDING: N/A

Attachments: Listing of delinquent accounts

Delinquent UB to Tax List

Thursday, June 04, 2015

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00007-165-E	6235 S 12TH ST	GERSTNER, MICHAEL C.	FANNIE MAE	153.18
04380-019-O	7345 S 12TH ST	DEFOREST, MATTHEW	DEFOREST, MATTHEW	584.57
00018-187-O	7753 S 12TH ST	AUCUNAS, ALEX & BRANDY	K & M STRADT ENTERPRISES, L	27.37
08763-142-O	5713 ALTEN ST	TOMLINSON, WILLIAM	BANK OF NEW YORK MELLON	415.41
08401-070-O	6825 AMBERLY ST	TRACY, JAMES	COMERICA BANK	251.73
01900-052-O	205 AMOS AVE	HARPOLE, SHARLA	HARPOLE, JASON & SHARLA	36.58
01900-025-O	218 AMOS AVE	ROUSH, RUSSELL	ROUSH, RUSSELL J & J K	755.26
01900-031-O	326 AMOS AVE	DIMAS, TRISHA	DIMAS, SERGIO	88.68
01900-040-O	417 AMOS AVE	WILLIAMS, KEN	WILLIAMS, KENNETH A	341.97
08220-063-O	319 ANDY AVE	TOWNSEND, CHRISTOPHER	CLEMENCE COMPANY, LLC	55.28
08220-062-O	325 ANDY AVE	HANNAHS, JOSHUA	HANNAHS, JOSHUA & LAURA	430.50
00760-012-C	5910 ANGLING RD	HELMER, ROD	SPROW, RACHEL & JOSHUA	83.44
08820-096-O	1729 APPLE ST	MASTON, CONSTANCE A	LAUERMANN, EDWARD C	196.73
00460-041-O	1611 APPLCROFT AVE	SEBASTIAN PRE-B, SUE	SEBASTIAN, SUE E	310.18
00023-365-O	8927 AUSTIN CT	POINDEXTER, WILLIAM	POINDEXTER, WILLIAM E & B M	311.30
08220-043-O	5336 AZALEA ST	CLEVELAND, MARK A & C N	CLEVELAND, MARK A & C N	412.83
08220-042-O	5342 AZALEA ST	KEIM, JEFFREY M	KEIM, JEFF	166.51
00220-016-O	217 BACON AVE	MCENTEE, DEBRA	MCENTEE, DEBRA	200.43
05342-084-O	7238 BALFOUR DR	NADWORNIK, TERRIE	NADWORNIK, TERRIE	12.62
04803-070-O	2810 BEETHOVEN AVE	HALLAM, NANCY	CARMAN, NANCY J	164.95
04503-412-O	5839 BELARD ST	LAMB, KERRY	SCHLUBATIS, JULIE L	121.05
02561-090-O	1816 BENDER RD	LABRIE, JEFF	LABRIE, JEFF M	431.32
02561-104-O	1913 BENDER RD	RICKSTAD, BRANDON	DOWNS, MORGAN	382.79
09484-109-O	1817 BIRCHTON AVE	JOHNSON, MARJORIE	CLOUSE, ANDY L	135.12
01932-044-O	4665 BLACKTAIL AVE	LIN, JEFF & ANGELA	JUNH, JEFFRE & LIN, ANGELA	36.06
00890-027-O	5680 BRIARHILL CT	BARNHART, DONNA	OBERDOERSTER, MARY JEAN	45.13
00940-043-O	5105 BRONSON BL	TAVERNA, THOMAS	TAVERNA, THOMAS J	716.33
01000-054-A	8113 BROOKWOOD DR	HOSBEIN, HENRY & JILL	HOSBEIN, HENRY A & J M	404.57
02140-055-O	2217 BURT DR	WIGGINS, LORI	WIGGINS, LORI A & LAKE, JOHN	81.21
04560-071-O	2002 BYRD DR	RODRIGUEZ, DANIEL	FANNIE MAE	480.17
04560-079-O	2112 BYRD DR	MOREY, CONNIE	SMITH, CONNIE S	147.44
04501-167-O	5609 CABOT ST	GAGNEAU, KELSEY	FOSTER, KRISTINA	157.62
04501-120-O	5610 CABOT ST	REYES - PREB, CRISTOBAL	REYES, OLIVIA R	82.67
05520-045-O	319 CALICO AVE	GOFF, LISA	GOFF, LISA	667.29
03640-023-O	7312 CAPRI ST	VANDELINDE, G. J.	VANDELINDE, GILLIS J & M	112.27
00021-150-A	1411 W CENTRE AVE	DERHAMMER EXCAVATING	DERHAMMER, TERRY D	361.92
05941-054-O	1706 W CENTRE AVE	SCHALLHORN, KELLY	ALI, NAFEES J	525.61

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00022-100-O	912 E CENTRE AVE	AYALA, CARMEN	HALL, RUTH J & DAVID C TRUST	57.54
02020-009-O	4316 E CENTRE AVE	GREENLEAF, SHANNON	GREENLEAF, SHANNON & EDWA	55.53
02020-011-O	4402 E CENTRE AVE	GIFFORD, AMY	GIFFORD, AMY R	45.42
02607-022-O	4653 CHASEMOOR DR	BEAM, RICHARD & JENNIFER	BEAM, RICHARD & JENNIFER	335.69
06151-035-O	1037 CHAUCER AVE	WILLIAMS-PRE-B, CALVIN A	SPEICHINGER, GREGG W & ANN	2,148.65
01001-062-O	8333 CHARWOOD DR	NYBLOM, PATRICIA OR SHERYL	NYBLOM, SHERYL	200.03
04501-102-O	5511 CHESHIRE ST	AGGERS, WILLIE	LONGMAN, MICHAEL	48.52
04502-255-O	5804 CHESHIRE ST	CHRISTMAN, MARY	HOUGH, MARC & KAYLA	360.82
04502-256-O	5810 CHESHIRE ST	FACE, NICOLE	CASPER, KATHLEEN A	317.25
07022-165-O	526 CIRCLEWOOD SOUTH DR	CLARK, SARAH	CLARK, SARAH A	341.07
07022-166-O	604 CIRCLEWOOD SOUTH DR	SIMMONS, DEBI	SIMMONS, ANTHONY H & D	439.91
01600-054-O	405 COLONIAL AVE	BLANK, NORMAN	BLANK, NORMAN R	58.69
01600-095-O	5824 CONCORD ST	LOPEZ, MICHAEL	BYERS, GERALDINE E	291.15
00009-045-I	6505 CONSTITUTION BL	TEACHERS CENTER INC	BRIGHAM, DOUGLAS E & L E	398.03
02860-041-O	10529 CORA DR	BEDARD, DEBORAH	BEDARD, CHARLES W & DEBOR	498.21
00034-209-O	10905 CORA DR	WALSH, JAMES A SMITH/M J	WEBER, DENISE & GARY KAYLO	34.57
05522-149-O	9511 CORDUROY ST	POOL, KATHY	POOL, KATHY A	259.56
07081-018-O	6927 CORNELL ST	STEVENS, DANIEL	YONKER, ASHLEY	28.89
01421-091-O	2230 CURTIS AVE	FINNEY, KARISA & TREY	FINNEY, TREY	14.18
05700-013-O	6037 CYPRESS ST	BREY, LAURA	CLANCEY, WENDY	163.64
09062-023-O	5739 DAKOTA AVE	CONNORS, ROBIN	CONNORS, ROBIN K	589.50
09056-035-O	5904 DAKOTA AVE	CARPENTER, KIMBERLY	R & J EQUITIES LLC	307.34
01121-020-O	410 DAWNLEE AVE	CERVEN, DAVID	CERVEN, DAVID P & PAMELA	30.68
22222-222-Z	5206 DEEP POINT DR	RAY, BRENDA	RAY, BRENDA	481.74
02200-014-O	307 DELLA ST	RINGLE, ANDREW	TRIGUBO, MOIRA B	5.92
02200-035-O	611 DELLA ST	BRISENO, MARTIN	ROE, LAWRENCE I & ROBIN E	791.08
04440-003-O	10414 DEWBERRY ST	KREIS, CLIFFORD E	KREIS, CLIFFORD E & D	315.87
04440-011-O	10419 DEWBERRY ST	DOYLE, JAMES T	DOYLE, JAMES T	621.78
08760-005-O	5944 DOWNING ST	CARLSON, STUART	SYED, SAMIUDDIN	231.06
09407-244-O	7300 DUNROSS DR	PIKE, JENNIFER	PIKE, JAMES J & JENNIFER	29.76
09407-242-O	7332 DUNROSS DR	AGUERREVERE, ICNACIO	AGUERREVERE, I & MICHELANG	733.20
09407-237-O	7408 DUNROSS DR	THOMPSON, JOSHUA	CHEN, MICHAEL F & P A	21.19
05880-001-A	10220 EAST SHORE DR	HARMEYER, HARRY	HARMEYER, HARRY W TRUST	4,906.36
04560-172-O	2122 ECKENER DR	KOVACH, DAREK	TARR, GARY D & S J	208.92
01723-185-O	1509 EDINGTON ST	SMITH, RACHAEL	NEWNUM, TIM J	59.07
02560-052-O	2119 FAIRFIELD RD	WHITEMAN, JEAN	WHITEMAN, KEITH & EMMA TRU	604.63
02560-052-O	2119 FAIRFIELD RD	BRAGG, RAYMOND	WHITEMAN, KEITH & EMMA TRU	50.00
02560-063-O	2411 FAIRFIELD RD	PEREZ, CRISEN	PETROPOULOS, ANGELOS & TSI	355.43
01930-018-O	4420 FALLOW AVE	VOGT, CRAIG	VOGT, CRAIG M	245.00
44444-444-Z	11130 FAYETTE ST	BRESSON, DENISE	BULLIS, MEGHAN & TIMOTHY	6.26

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
06540-059-O	6722 FESCUE ST	EASTON, CHRISTOPHER	AMMERMAN, VIRGIE M TRUST	889.75
06540-059-O	6722 FESCUE ST	THOMPSON, FLOYD	AMMERMAN, VIRGIE M TRUST	438.16
03220-019-O	4424 FIRESIDE AVE	MARTIN, TRACEY	GOLDE, DANIEL P & MARTIN, TR	247.18
07620-032-O	727 FLAMINGO AVE	HANCOCK-BATES, ANGELA	BATES, ROBERT & ANGELA HAN	23.53
05640-043-O	1328 FOREST DR	DRAKE, DAVID	BRUSSEE, MARCUS	17.60
05640-031-O	1530 FOREST DR	KITCHENS, RON & LYN	TARVER, DONALD E & TAMMY L	17.66
05522-121-O	201 GABARDINE AVE	SUTHERLAND, MARK	SUTHERLAND, MARK	44.89
05522-161-O	520 GABARDINE AVE	THOMAS, JEREMY	MACMULLEN, JOHN & KENDRA	14.57
00390-016-O	4665 GOLDEN RIDGE TRL	MORGAN, GLORIA	CHAO, WENCHEN & BO L	202.16
08761-042-O	5905 GRASSMERE ST	DORTON, PHILIP & REBECCA	EVANS, MELEIA M	147.14
02920-022-O	5229 GROSSE POINTE ST	COOPER, KATHY	COOPER, KATHY L	360.19
00292-021-O	7860 HARVEST LN	JAMES, BRIAN	JAMES, BRIAN & MUMININA	43.43
03190-231-O	5673 HEVERLY WEST DR	COON, MATT	TREHARNE, RYAN & JENNIFER	125.62
03582-106-O	2601 HILL 'AN' BROOK DR	HAMLIN, CHARLENE GRACE	HAMLIN, CHARLENE	238.03
07200-056-O	8122 HOWARD ST	RIDENOUR, MARGIE	PATEL, ANIL & NAYANA	40.78
09065-033-O	229 IDAHO AVE	SKILES, VALERIE	GREER, TODD & TINA	150.28
09062-027-O	605 IDAHO AVE	WILLIAMS, SHANNON	GREER, SCOTT & MONICA	134.62
09062-025-O	607 IDAHO AVE	MACKINDER, BRETT	JPMORGAN CHASE BANK	272.29
02561-146-O	2002 INDIAN RD	BREESE, ANN MARIE	BREESE, GABRIEL & ANN MARIE	474.87
02561-156-O	2011 INDIAN RD	BARRETT, MELISSA	BARRETT, MELISSA & SHERRY	462.44
02561-145-O	2012 INDIAN RD	SMITH, SCOTT B	SMITH, SCOTT B & A J F	385.44
09404-130-O	7702 INNISBROOK DR	MURRAY, GREGORY A	MIH, JOHN D & JOANNE	69.25
03161-021-O	6843 ISABELLE ST	GONZALEZ - PREB, NORMA	GONZALEZ, RAYMOND & NORM	847.09
03161-021-O	6843 ISABELLE ST	GONZALEZ, RAYMOND & NORMA	GONZALEZ, RAYMOND & NORM	51.23
09000-039-O	1317 JONATHON DR	EGAN, SHANNON	DARROW, SHANNON A	332.35
04742-061-O	817 KARENDALE AVE	GLASSER, ROGER & KARAN	GLASSER, ROGER & K	537.05
02561-197-O	1080 E KILGORE RD	MORGAN, DAVID	MEYERS, BRUCE H & KARA B	48.47
02561-164-O	1326 E KILGORE RD	GONZALEZ, JOSE G	GONZALEZ, JOSE G	760.26
07020-003-O	123 W KILGORE RD	BYERS, LINDA	BYERS SR, MICHAEL & LINDA	299.08
06360-042-O	1010 LAKEVIEW DR	TERRY, BREE	SHEARER, LYNN & CAROL TRUS	308.73
08880-003-O	1619 LAKEVIEW DR	SHERETTE, RON	CHERETTE, R J & D M	176.98
06481-138-O	1722 LANSING AVE	LONG, DAVID	NORMAN, JON D	430.68
08820-127-O	1727 LAURALWOOD AVE	POLIS, KIM	K & M STRADT ENTERPRISES, L	141.50
06282-043-O	7297 LEAWOOD ST	LESTI, ANNA BARBARA	EVANS, CRAIG E	270.41
04500-035-O	4624 LEXINGTON AVE	PEARCE, DONNA & ARTHUR	PEARCE, ARTHUR D & D	421.79
04500-035-O	4624 LEXINGTON AVE	NEWELL, SCOTT	PEARCE, ARTHUR D & D	278.95
04500-034-O	4630 LEXINGTON AVE	WICKEY, ANTHONY	WICKEY, ANTHONY M & JENNIF	73.69
04500-034-O	4630 LEXINGTON AVE	KENNEDY, SCOTT	WICKEY, ANTHONY M & JENNIF	114.87
04500-079-O	5524 LEXINGTON CIR	TYLER, CHERYL	FLETCHER, JASON W & LORI A	221.49
07980-077-O	4807 S LONG LAKE DR	BROOKS, SCOTT	BROOKS, JONI K	77.61

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
08340-016-A	7302 LOVERS LN	KOELLING JR., ROBERT	FULLER, GREGORY J	12.16
00940-069-O	5107 MAPLERIDGE DR	BROWN, BRIAN	BROWN, BRIAN & MARY	133.24
00492-133-O	4700 MARCEL AVE	MIFSUD, ROBERT & KIMBERLY	MIFSUD, ROBERT & KIMBERLY	576.56
01723-174-O	6406 MARLOW ST	ANDERSON, MIKE & KRISTIN	DEMICH, NATHAN & O'CONNELL,	231.65
02440-005-O	107 E MELODY AVE	CARTWRIGHT, TERRI	ROLLER, TROY D	48.91
04502-295-O	5928 MEREDITH ST	BROWN, LAURA	ALEXANDER, VICKI L	552.95
00491-054-O	7329 MILAN DR	BONNER, JENNIFER	BONNER, JENNIFER	142.45
00007-005-E	3629 W MILHAM AVE	BIRES, MICHAEL	BIRES, MICHAEL	206.45
02740-101-O	218 E MILHAM AVE	LONGLEY-PREB, LYNN	LONGLEY, LYNN S	276.94
00012-065-O	4416 E MILHAM AVE	MORGAN, FRANKLIN	4416 E MILHAM, LLC	277.83
09063-035-O	5740 MISSOURI AVE	NEMEDI, JOHN C	NEMEDI, JOHN C & JOAN C	872.45
03700-042-O	5523 MONTICELLO AVE	RICHTER, JERRY	RICHTER, JERRY W & T L	103.36
03700-037-O	5603 MONTICELLO AVE	FETT, MELISSA	FETT, MELISSA A	52.23
03700-037-O	5603 MONTICELLO AVE	BOGEMA, REBECCA	FETT, MELISSA A	93.40
03700-065-O	5716 MONTICELLO AVE	STRACHEN, JANETTE	H & X DAVIS, LLC	315.24
03700-012-O	5845 MONTICELLO AVE	RICHARDSON, DENISE & MESHEARN	GREER, TODD	313.05
03700-080-O	5908 MONTICELLO AVE	RICHTER, CHARLES	RICHTER, CHARLES W	389.02
08281-043-O	5010 MORNINGSIDE DR	HARPER, DARRYL	BOWERSOX, DENNIS & LAURA L	506.24
04801-025-O	10019 MOZART ST	BAY, BRIAN	BAY, MARTHA J & BRIAN R	632.60
03700-112-A	5739 MT VERNON AVE	DAVID, JESSE	DAVID, JESSE	434.54
03700-104-O	5835 MT VERNON AVE	NOEL-JONES, CHAD	STRUBLE, ZACK L ET AL	256.74
03700-176-A	5932 MT VERNON AVE	NEMEDI, ALBERT	NEMEDI, JOHN C & JOAN C	110.19
00605-111-O	9844 NAVY PIER ST	RAY, RYAN	MCCARTY, JAMES E & TERESIT	305.36
09061-018-O	5803 NEVADA AVE	FAIRCLOUTH, CHRIS	ATKINSON, LEE H	85.10
09061-018-O	5803 NEVADA AVE	LEE, AMBER & DARIUS WHITEHEAD	ATKINSON, LEE H	9.72
09057-043-O	5924 NEVADA AVE	VANFULPEN, THOMAS G & P A	VANFULPEN, THOMAS G & P A	498.21
03040-046-O	314 NEW HAMPSHIRE DR	VANDENBROOK, DEAN	AMERICA'S SERVICING COMPA	422.49
03040-014-O	419 NEW HAMPSHIRE DR	PARTAIN, MELISSA	SWITZER, JUDY	291.52
09000-048-O	8446 NEWELL'S LN	DRAAYER, ADAM	DRAAYER, ADAM	503.06
09000-048-O	8446 NEWELL'S LN	MILLER, SCOTT	DRAAYER, ADAM	28.16
02500-031-O	8511 NEWELL'S LN	HELMUTH, AMY	HELMUTH, C & LACLAIR-HELMU	498.00
03183-056-O	5725 NEWHAVEN DR	HOLLAND, MICHAEL	HOLLAND SR, MICHAEL	25.46
02500-018-O	8510 OAKSIDE ST	LEGALLEY, MINDY	LEGALLEY, MINDY	498.21
07320-031-O	6614 OAKLAND DR	MONTGOMERY, BRUCE	BOOG, DOUGLAS A & P A	54.96
07320-029-O	6632 OAKLAND DR	SCHOTT, TAMRA	SAYRE, MURRAY P & W M	73.94
01420-002-O	7630 OAKLAND DR	LUDEMA, MANDI	LUDEMA, MANDI	173.76
01420-012-O	7802 OAKLAND DR	WETZEL, JORI	MARR JR, ROBERT W & JORI R	13.40
00032-525-O	10648 OAKLAND DR	OERTEL, ETHAN & MELISSA	OERTEL, ETHAN C	422.77
00032-480-K	10697 OAKLAND DR	CORNELL, JOANN & JAY	BLODGETT, TERRY W & CYNTHI	59.90
09064-041-O	5812 OHIO AVE	HODKINS, DANIEL	HODGKINS, DANIEL A II	207.92

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00940-003-O	5008 OLD COLONY RD	CORONADO, AUDREY	CORONADO, AUDREY & PAYNE,	492.94
00491-125-O	7315 OLDENBURG LN	DODDS, JEFFREY	DODDS, RAQUEL C	526.83
01241-038-O	1021 ORCHARD DR	THRASHER, CONNIE	THRASHER, CONNIE J	293.12
01242-081-O	1106 ORCHARD DR	OCCUPANT - 1106 ORCHARD	GETTYS, JERRY R & BARB L	143.56
09000-033-A	1402 ORCHARD DR	NEEDHAM, JODI	NEEDHAM, JODI	405.72
09000-032-A	1418 ORCHARD DR	BROWN, CHESTER	BROWN, CHESTER & ANNETTE	498.21
09000-011-O	1423 ORCHARD DR	BROWN JR, JOHN W	CHASE MANHATTAN BANK	498.21
09000-029-O	1516 ORCHARD DR	NEMETH, LAURA	NEMETH, MICHAEL A & L S	16.52
07622-122-O	6132 PEACHTREE ST	NASUSTA, MICHAEL	GILZOW, CHRISTOPHER W & HE	119.02
07623-155-O	6236 PEACHTREE ST	ASHMORE, DALE	ASHMORE, DALE & KIMBERLY	50.00
08220-033-O	5341 PLATEAU ST	BURCHETTE, BRANDIS	BURCHETTE, WILLIAM & BRANDI	431.26
08820-024-O	1923 PLEASANT DR	WISSER, BARBARA	BROOKS, SCOTT & KATHRYN	15.68
00340-125-O	8418 PORTAGE RD	JONES, LATORIA	JONES, SANDRA	38.54
00340-123-O	8430 PORTAGE RD	MINER, TIMOTHY	BYERS, GERALDINE	230.16
00340-123-O	8430 PORTAGE RD	PEEBLES, FRANKIE	BYERS, GERALDINE	261.73
00023-347-O	8811 PORTAGE RD	MILLER, CARL	LALIBERTE, DONALD & GERRY	498.21
00023-345-O	8817 PORTAGE RD	MILLER, CARL	LALIBERTE, DONALD & GERRY	498.21
01420-015-O	2018 POTOMAC AVE	SILVA, AMY	DDZ, LLC	183.66
05502-037-O	7233 PRESTWICK LN	GERGER, MARK	GERGER, MARK E & M A	216.40
00490-010-O	7118 PROVENCE DR	KOCSONDY, ZOLTAN A.	KOCSONDY, ZOLTAN A	287.90
00490-040-O	7173 PROVENCE DR	MATEUS, ANITA	MATEUS, ANITA	434.00
06481-097-O	1710 RAMONA AVE	MEEK, CHERYLE A	MEEK, CHERYLE A	212.60
06481-103-O	1808 RAMONA AVE	HOLEWA, MARY	INCOMPLETE, LLC	365.19
06480-017-O	2118 RAMONA AVE	SPRAU, JAMES	SPRAU, JAMES E JR	505.04
05460-009-O	5824 ROANOKE ST	SMITH, CRISSANA	DENALI PROPERTY MANAGEME	270.73
05460-134-O	5915 ROANOKE ST	SHARP, ANGELIA	R & J EQUITIES, LLC	236.05
09300-026-O	1129 ROMENCE RD	BARTLETT, KELLY	LURGES, K & BARTLETT, G & M	8.00
08400-007-O	2928 ROMENCE RD	BIPPUS, JAMES	BIPPUS, MINDY M	105.14
00018-084-B	4591 ROMENCE RD	STEENSTRA, MARIJO	STEENSTRA, MARIJO	112.27
04380-026-O	4729 ROMENCE RD	SMITH, ADAM	SMITH, ADAM M	776.88
02200-147-O	414 RUTH ST	WILSON, WILLIAM & CHRIS	ERTZ, ANTHONY L	192.97
00491-113-O	7311 SALERNO CIR	HOYAT, MAIN	HAYAT, MIAN SAQIB	1,088.52
00491-071-O	4611 SALZBURG CIR	GARCIA, MARC A	GARCIA, MARC & LISA	766.55
05220-001-O	124 SCHURING RD	WATSON, CLARENCE	DICKERMAN VENTURES, LLC	657.85
00016-560-O	323 SCHURING RD	SLAGER, PAUL	SLAGER, PAUL R & DAWN M	30.00
00016-400-O	922 SCHURING RD	SUPERIOR LAWN MAINTENANCE, INC	CONSUMERS CREDIT UNION	263.20
00016-470-O	1103 SCHURING RD	KEYES, JOHN	KEYES, ARNOLD L & ELIZABETH	59.08
00016-355-O	1124 SCHURING RD	HOMRICH, MICHELLE	HOMRICH, MICHELLE R	19.48
02606-004-O	5190 SHAGBARK CT	SHAREEF, MOHAMMED	ABBASI, ALEEM & OSMAM, TASN	140.22
02606-012-O	5229 SHAGBARK CT	LEWIS-BRAUSSARD, KATHERYN	LEWIS-BROUSSARD, KATHRYN	461.21

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00032-385-A	10648 SHAVER RD	DOWNEY, JANIS	10648 SHAVER, LLC	424.99
07500-001-O	5738 SHERWOOD DR	ROSEMAN, SONJA	ROSEMAN, FRANK D III & L R	111.97
01241-052-O	910 SHUMWAY AVE	LESTI, ANNA BARBARA	ERTZ, ANTHONY L	246.27
01241-078-O	1011 SHUMWAY AVE	DAVISON, WESLEY	DAVISON, WESLEY	44.07
01241-080-O	1025 SHUMWAY AVE	DWIRE, CHARLES	US BANK TRUST	193.02
07620-063-O	425 SOUTHLAND AVE	BRUMBAUGH, RICK	BRUMBAUGH, RICK N	16.52
07622-140-O	622 SOUTHLAND AVE	CHAMBLISS, ALANNA	FANNIE MAE	303.47
07622-140-O	622 SOUTHLAND AVE	CHAMBLISS, STACY L.	FANNIE MAE	527.84
00027-050-O	1230 SOUTH SHORE DR	EMME, TRICIA	BPM HOLDINGS, LLC	164.83
00001-045-O	5330 S SPRINKLE RD	COLONIAL ACRES ASSOC LLC	COLONIAL ACRES ASSOCIATES,	1,017.14
00001-045-O	5330 S SPRINKLE RD *DUP*	COLONIAL ACRES ASSOC LLC	COLONIAL ACRES ASSOCIATES,	447.80
00026-146-O	2472 STANLEY AVE	FARRINGTON, LYNETTE	FARRINGTON, LYNETTE	741.34
07740-001-O	5011 STONEHENGE DR	SCHAUER, ROBERT T.	SCHAUER, ROBERT T	533.76
07740-018-O	5240 STONEHENGE DR	AARDEMA, WILLIAM	AARDEMA, WILLIAM	142.09
02860-025-O	10544 SUDAN ST	CARLISLE, DOROTHY	CARLISLE, DOROTHY L	60.42
44444-444-Z	1577 E T AVE	COVILLE, KELLY	COVILLE, KELLY	176.40
44444-444-Z	1577 E T AVE	GAUNA, LISA	COVILLE, KELLY	155.20
44444-444-Z	1577 E T AVE	COVILLE, LINDA	COVILLE, KELLY	54.13
00018-633-O	3659 TARTAN CIR	SACHS, DIANNA	SACHS, DIANNA E	10.75
00018-557-O	3754 TARTAN CIR	COUGHLIN, LUCINDA	SCHMIDT, KENNETH W TRUST	417.62
04741-045-O	10126 TERRY LN	KERNEL, ANTHONY	KERNEL, ANTHONY	254.45
03654-003-O	4419 TIFFANY AVE	PLUTA, KENNETH	PLUTA, KENNETH S & MELISSA	47.59
04501-188-O	5622 TIFFIN ST	GARD-LEONARD, DEBRA	GARD, JAMES K & DEBRA J	23.27
01241-029-O	8301 TRANQUIL ST	HARRIS, VANCE	HARRIS II, VANCE G	498.21
01241-047-O	8308 TRANQUIL ST	OSTERICHER, ANGELA	DUVALL, BRUCE D & V	132.00
01241-033-O	8325 TRANQUIL ST	PARISH, ROBIN	RLC PROPERTIES CORPORATIO	78.74
01241-034-O	8331 TRANQUIL ST	PEEBLES, CHASTITY	HARBOUR PORTFOLIO VI, LP	171.63
01241-041-O	8344 TRANQUIL ST	NEEB, MELISSA	GETTYS, CHRISTI & GIROLAMI,	93.91
09400-024-O	7494 TURNBERRY CT	HARDING, LAURA	HARDING, LAURA & RON	10.58
09060-019-O	5747 UTAH AVE	SAGERS, RONALD L JR & TM	SAGERS JR, RONALD L & T M	310.21
09060-019-O	5747 UTAH AVE	DEMOTT, ALEX	SAGERS JR, RONALD L & T M	15.39
09059-036-O	5748 UTAH AVE	HUDSON, AMY	R & J EQUITIES, LLC	317.45
09059-036-O	5748 UTAH AVE	MCPHERSON, COLLEEN	R & J EQUITIES, LLC	33.22
09058-039-O	5914 UTAH AVE	MUNIZ, SENAIDA	HENRY, RICHARD W	30.16
09057-033-O	715 W VAN HOESEN BL	DALY, TIMOTHY	DALY JR, TIMOTHY E	44.02
09057-031-O	719 W VAN HOESEN BL	HAMMONDS, MARIA	LONGLEY, LYNN S	311.74
00490-025-O	7068 VENICE DR	GABEL, VALARIE	GABEL, ROBERT & VALARIE	804.24
06900-013-O	8905 WARUF AVE	GLINSKY, DAVID	NICOLA, ROBERT	147.24
00016-050-C	7206 S WESTNEDGE AVE	PORTAGE ENTERTAINMENT	PORTAGE ENTERTAINMENT INC	1,341.20
06000-005-O	9048 S WESTNEDGE AVE	PALMER, KELLI	EMB PROPERTIES, LLC	62.88

Parcel #	Service Address	Customer Name	Owner Name	Delq Amount
00015-065-A	7127 S WESTNEDGE AVE	RE/MAX ADVANTAGE	ADVANTAGE GROUP TOO, LLC	54.69
00019-227-O	8040 WIMBLEDON DR	MARKETPLACE HOMES	WOOTTEN, JACOB F	13.04
01301-027-O	6829 WINDEMERE ST	TURNER, DAWN	BYERS, GERALDINE	581.75
09300-022-O	7029 WINTER FOREST DR	BRUMLEY, DONALD	BRUMLEY, DONALD W	163.09
09300-022-O	7029 WINTER FOREST DR	GRIGG, CASSANDRA	BRUMLEY, DONALD W	229.90
00880-005-O	1424 WINTERS DR	BARENG, KIMO	KAKABEEKE, NICHOLAS W	185.52
02320-036-O	1825 WINTERS DR	MORFORD, NIKI	MORFORD, TREVOR & JENKINS,	49.43
07020-062-O	5225 WINDYRIDGE DR	HAYES, MICHELLE L	HAYES, COREY L & MICHELLE	389.56
08220-006-O	5342 WISTERIA ST	DOBBINS, PHYLEASE E	MCGREW, PHYLEASE	99.35
09361-079-O	10213 WOODLAWN DR	HAYWOOD, JENNIFER	LACOMBE, J M & I L	60.24
00018-530-O	3716 WOODBRIDGE LN	JARZAMBEK, STEVE	PHELPS, STEPHEN	335.21
07020-087-A	5111 WOODMONT DR	SHELBY, MICHELLE	SHELBY, MICHELLE L	804.13
Total Accounts 249			Total:	\$73,377.01

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: June 23, 2015 Committee of the Whole Meeting

SUPPORTING PERSONNEL: James Hudson, City Clerk

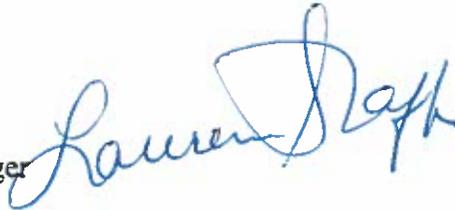
ACTION RECOMMENDED: That City Council set a Committee of the Whole (COW) meeting for Tuesday, June 23, 2015 at 6:00 p.m. in Conference Room No. 1 to discuss the topic of Public Safety

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, June 23, 2015 at 6:00 p.m. in Conference Room No. 1 to discuss the topic of Public Safety.

FUNDING: N/A

TO: Honorable Mayor and City Council

FROM: Laurence R. Shaffer, City Manager



SUBJECT: Mill and Fill Summer Repairs – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director Public Services

ACTION RECOMMENDED: That City Council award a contract in the amount of \$283,545.05 to Michigan Paving & Materials, Incorporated for mill and fill asphalt repair of major and local street sections and authorize the City Manager to execute all documents related to this action on behalf of the city.

The 2015-2016 Major & Local Street budgets include funding for “mill and fill” repairs to additional sections of major and local streets where surface asphalt is in poor condition. Eleven sections totalling 2.5 miles in length are scheduled for repair.

Bids were received on May 14, 2015 to perform the work with the low bid being submitted by Michigan Paving & Materials, Incorporated of Kalamazoo, Michigan in the amount of \$283,545.05. Michigan Paving & Materials has successfully completed several past street repair projects for the city.

It is recommended that City Council award a contract in the amount of \$283,545.05 to Michigan Paving & Materials, Incorporated to perform mill and fill surface asphalt street repairs and authorize the City Manager to execute all documents related to these actions on behalf of the city.

FUNDING: Funds are available for this work in the Fiscal Year 2015-2016 Major & Local Street budgets.

Attachments: Bid Tabulation

**BID TABULATION
SUMMER MILL & FILL**

<u>Item</u>	<u>Units</u>	<u>Est. Qty</u>	Michigan Paving and Materials Co.		Rieth-Riley Construction Co., Inc.	
			<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
			2300 Glendenning Rd. Kalamazoo, MI 49001		911 Hatfield Ave. Kalamazoo, MI 49001	
MDOT 13A Mod HMA w/165 # SYD	TON	3,931	\$59.55	\$234,091.05	\$52.00	\$204,412.00
Cold Mill HMA Surface (1.5 inches)	SYD	40,114	\$0.98	\$39,311.72	\$1.14	\$45,729.96
4" White Skip, Waterborne	FT	54	\$0.12	\$6.48	\$0.12	\$6.48
4" White Solid, Waterborne	FT	24,870	\$0.12	\$2,984.40	\$0.12	\$2,984.40
4" Yellow Double, Waterborne	FT	5,723	\$0.24	\$1,373.52	\$0.24	\$1,373.52
4" Yellow Solid/Skip, Waterborne	FT	1,471	\$0.16	\$235.36	\$0.16	\$235.36
4" Yellow Skip, Waterborne	FT	1,296	\$0.12	\$155.52	\$0.12	\$155.52
4" Yellow Temporary Reflective Tape	EA	247	\$1.00	\$247.00	\$3.80	\$938.60
24" Stop Bar, Inlay Cold Plastic, White	FT	45	\$12.00	\$540.00	\$12.00	\$540.00
22A Stabilized Gravel	CYD	10	\$55.00	\$550.00	\$130.00	\$1,300.00
Top Dirt & Grass Seed	CYD	10	\$55.00	\$550.00	\$150.00	\$1,500.00
Traffic Control and Construction Signage	EA	1	\$3,500.00	\$3,500.00	\$30,000.00	\$30,000.00
Total Mill & Fill				\$283,545.05		\$289,175.84
Additional Pricing						
4" White Dash, Waterborne	FT		\$0.13		\$0.12	
12" White Solid, Waterborne	FT		\$7.00		\$6.00	
RR Crossing Symbol and Bars, Inlay Cold Plastic	EA		\$450.00		\$395.00	
Combination Arrow – Left/Through, Inlay Cold Plastic	EA		\$255.00		\$235.00	
Combination Arrow – Right/Through, Inlay Cold Plastic	EA		\$255.00		\$235.00	
Through Arrow, Inlay Cold Plastic	EA		\$125.00		\$115.00	
School Symbol, Inlay Cold Plastic	EA		\$195.00		\$185.00	
Bike Symbol & Arrow, Inlay Cold Plastic	EA		\$175.00		\$155.00	
Manhole Adjust (Type M-7 Solid)	EA		\$250.00		\$250.00	
Water Valve Adjust	EA		\$200.00		\$150.00	
Drainage Structure Cover, Adjust, Case 1	EA		\$600.00		\$600.00	
Traffic Loop Replacement	EA		\$1,800.00		\$1,425.00	
4" Yellow Solid, Waterborne	EA		\$0.13		\$0.12	
Left Turn Arrow, Inlay Cold Plastic	EA		\$155.00		\$145.00	
Right Turn Arrow, Inlay Cold Plastic	EA		\$155.00		\$145.00	
Only Symbol, Inlay Cold Plastic	EA		\$175.00		\$155.00	
12" Cross Walk, Inlay Cold Plastic, White	EA		\$7.00		\$6.00	

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Curb Repairs – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council award a contract in the amount of \$67,233.60 to Northern Construction Services Corporation to provide curb repairs and authorize the City Manager to execute all documents related to this action on behalf of the city.

Damage to sections of curb located on major streets are typically caused by tree roots, equipment or underground utilities. In an effort to repair these damaged concrete sections, the Department of Public Services requested sealed bids from local contractors.

On April 24, 2015, the curb repair bid was opened with only one contractor submitting the appropriate paperwork. As a result, the low bid was submitted by Northern Construction Services Corporation of Niles, Michigan. Northern Construction Services Corporation has performed previous curb repairs for the city and has done a professional job.

It is recommended that City Council award a contract in the amount of \$67,233.60 to Northern Construction Services Corporation for the repair of damaged sections of curb and authorize the City Manager to execute all documents related to this agreement on behalf of the city.

FUNDING: Funds are budgeted and available for this work in the 2015-2016 Major & Local Street budgets.

Attachments: Bid tabulation.

BID TABULATION
CURB MAINTENANCE

<u>Bidder</u>	<u>Remove/Replace Curb & Gutter Pan</u>			
	<u>Quantity</u>	<u>Units</u>	<u>Per Ft.</u>	<u>Total</u>
Northern Construction Services, Corp. P.O. Box 1299 Niles, MI 49120	696	Ft.	\$96.60	\$67,233.60

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Lakeview Park and Hayloft Theatre Parking Lot Improvements – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council accept the low bid in the amount of \$49,208.45 from Wyoming Asphalt Paving, Incorporated to provide repairs to the Lakeview Park and Hayloft Theatre parking lots and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2015–2016 Capital Improvement Program (CIP) includes funding for the improvement of the Lakeview Park and Hayloft Theatre parking lots. This project includes the milling, paving and striping of these asphalt parking lots and driveway entrances.

Sealed bids were received from five area vendors on May 14, 2015, with the low bid in the amount of \$49,208.45 being submitted by Wyoming Asphalt Paving Company of Plainwell, Michigan. Wyoming Asphalt is a reputable firm which has successfully completed many previous projects for the city.

It is recommended that City Council accept the low bid of \$49,208.45 submitted by Wyoming Asphalt Paving Company for Lakeview Park and Hayloft Theatre parking lot improvements and authorize the City Manager to execute all documents related to this action.

FUNDING: Funds are budgeted and available for this work in the 2015-2016 Capital Improvement Program Budget.

Attachments: Bid tabulation.

BID TABULATION
LAKEVIEW PARK & HAYLOFT THEATRE PARKING LOT PAVEMENT REPAIRS

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
				Wyoming Asphalt Paving Co., Inc. 470 N. 12th St. Plainwell, MI 49080			
				J. Allen & Company, Inc. 8288 E. Michigan Ave. Galesburg, MI 49053			
				Michigan Paving & Materials Co. 2300 Glendenning Rd. Kalamazoo, MI 49001			
1	MDOT 13A Mod HMA w/165 # SYD	TON	560	\$67.25	\$37,660.00	\$72.25	\$40,460.00
2	Cold Mill HMA Surface (1.5 inches)	SYD	5819	\$1.55	\$9,019.45	\$1.40	\$8,146.60
3	4" Yellow Lines, Waterborne	FT	1512	\$0.28	\$423.36	\$0.45	\$680.40
4	4" Blue Lines, Waterborne	FT	288	\$0.28	\$80.64	\$0.45	\$129.60
5	Handicapped Symbols, Blue, Waterborne	EA	5	\$25.00	\$125.00	\$50.00	\$250.00
6	Top Dirt & Grass Seed	CYD	10	\$100.00	\$1,000.00	\$75.00	\$750.00
7	Traffic Control and Construction Signage	EA	1	\$900.00	\$900.00	\$200.40	\$200.40
	Total				\$49,208.45		\$50,617.00

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
				A-1 Asphalt Inc. 4634 Division Ave. Wayland, MI 49348			
				Rieth-Riley Construction Co., Inc. 911 Hatfield Ave. Kalamazoo, MI 49001			
1	MDOT 13A Mod HMA w/165 # SYD	TON	560	\$73.55	\$41,188.00	\$63.00	\$35,280.00
2	Cold Mill HMA Surface (1.5 inches)	SYD	5819	\$1.44	\$8,379.36	\$2.00	\$11,638.00
3	4" Yellow Lines, Waterborne	FT	1512	\$0.495	\$748.44	\$0.24	\$362.88
4	4" Blue Lines, Waterborne	FT	288	\$0.495	\$142.56	\$0.24	\$69.12
5	Handicapped Symbols, Blue, Waterborne	EA	5	\$38.50	\$192.50	\$10.00	\$50.00
6	Top Dirt & Grass Seed	CYD	10	\$99.75	\$997.50	\$150.00	\$1,500.00
7	Traffic Control and Construction Signage	EA	1	\$1,050.00	\$1,050.00	\$14,700.00	\$14,700.00
	Total				\$52,698.36		\$63,600.00

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

SUBJECT: Ramona Park Tennis/Pickleball Court Upgrades – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council approve a contract in the amount of \$46,300 with J. Allen & Company, Incorporated for the upgrade to the Ramona Park tennis/pickleball courts and approve Change Order #1 in the amount of \$19,064 to J. Allen & Company, Incorporated for an additional tennis/pickleball court at unit pricing within the contract and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2015-2016 Capital Improvement Program budget provides funding for resurfacing tennis courts at Ramona Park. The existing asphalt court surface has deteriorated, with severe cracks that make the playing surface very irregular and unsafe for patrons. In addition, the growing number of pickleball players in Portage has led to an increased demand in pickleball courts. As a result, the request for bids included the addition of two pickleball courts to the existing tennis courts during renovation.

Bids were opened on May 7, 2015, with the low bid submitted by J. Allen & Company, Incorporated of Galesburg, Michigan to perform this tennis/pickleball court upgrade. Under the contract, J. Allen & Company will repave the courts, apply a painted acrylic color surface coating and install a net system for two tennis/pickleball courts for a total of \$46,000. Unexpectedly, bid pricing came in lower than estimated, with a total of \$19,064 in surplus funds remaining to support an additional tennis/pickleball court to further enhance Ramona Park. J. Allen & Company has agreed to extend the unit pricing in the bid for the additional court.

It is recommended that City Council award the contract in the amount of \$46,300 to J. Allen & Company, Incorporated to perform tennis/pickleball court upgrades at Ramona Park, approve Change Order #1 in the amount of \$19,064 for an additional tennis/pickleball court at unit pricing within the contract and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are budgeted and available for this work in the 2015-2016 Parks and Recreation Capital Improvement Program budget.

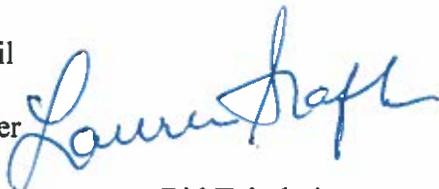
Attachments: Bid Tabulation

BID TABULATION
RAMONA PARK TENNIS COURT IMPROVEMENTS

Item	Description	Units	Est. Qty.	J. Allen & Company, Inc. 8288 E. Michigan Ave. Galesburg, MI 49053		Wyoming Asphalt 470 N. 12th St. Plainwell, MI 49080		Michigan Paving & Materials 2300 Glendenning Rd. Kalamazoo, MI 49001		Rieth-Riley Construction 911 Hatfield Ave. Kalamazoo, MI 49001	
				Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total
1	Add 22A stabilized gravel base as required	CYD	50	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$24.00	\$1,200.00	\$23.50	\$1,175.00
2	Grade, shape, & compact existing gravel base	EA	1	\$2,350.00	\$2,350.00	\$5,500.00	\$5,500.00	\$4,350.00	\$4,350.00	\$10,000.00	\$10,000.00
3	Furnish, install, & compact 1.5" HMA 13A base	TON	150	\$65.00	\$9,750.00	\$98.00	\$14,700.00	\$155.00	\$23,250.00	\$90.00	\$13,500.00
4	Furnish, install, & compact 1.5" HMA 36A limestone	TON	150	\$113.00	\$16,950.00	\$98.00	\$14,700.00	\$185.00	\$27,750.00	\$120.00	\$18,000.00
5	Install 2 new tennis court net/post/center anchor systems.	EA	2	\$700.00	\$1,400.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$675.00	\$1,350.00
6	Install a 5 course color system which includes 2 acrylic leveling layers.	EA	1	\$9,000.00	\$9,000.00	\$10,140.00	\$10,140.00	\$8,500.00	\$8,500.00	\$25,250.00	\$25,250.00
7	Stripe 2 courts according to the USTA guidelines & add black lines for 2 pickleball courts	EA	2	\$300.00	\$600.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$4,750.00	\$9,500.00
8	Top dirt & grass seed restoration	SYD	1000	\$5.00	\$5,000.00	\$11.00	\$11,000.00	\$6.00	\$6,000.00	\$10.00	\$10,000.00
TOTAL					\$46,300.00		\$61,140.00		\$75,550.00		\$88,775.00

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Lovers Lane Bikeway Improvements – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council accept the low bid in the amount of \$41,080 from J. Allen & Company, Incorporated to provide repairs to the Lovers Lane Bikeway and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The 2015-2016 Capital Improvement Program budget includes funding to repair a section of the Lovers Lane Bikeway from East Centre Avenue to Romence Road Parkway. Routine asphalt surface maintenance is required on bikeways to maintain a safe and smooth riding surface for cyclists and pedestrians.

Bids were requested for this planned bikeway repair and a total of four bids were received. The low bid in the amount of \$41,080 was submitted by J. Allen & Company, Incorporated of Galesburg, Michigan.

J. Allen & Company, Incorporated, has performed these type of repairs successfully for the city in the past. It is recommended that a contract in the amount of \$41,080 be awarded to J. Allen & Company, Incorporated to perform asphalt repairs to Lovers Lane Bikeway and that the City Manager be authorized to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are budgeted and available for this work in the 2015-2016 Capital Improvement Program budget.

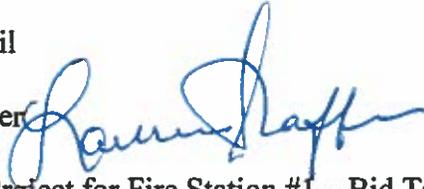
Attachments: Bid tabulation.

**BID TABULATION
LOVERS LANE BIKEWAY MILL & FILL**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>J. Allen & Co., Inc.</u>		<u>Wyoming Asphalt</u>		<u>Michigan Paving & Materials Co.</u>		<u>A-1 Asphalt Inc.</u>	
				<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
				8288 E. Michigan Ave. Galesburg, MI 49053		470 N. 12th St. Plainwell, MI 49080		2300 Glendenning Rd. Kalamazoo, MI 49001		4634 Division Wayland, MI 49348	
1	MDOT 36A Mod HMA w/165 # SYD	TON	465	\$72.00	\$33,480.00	\$75.00	\$34,875.00	\$90.00	\$41,850.00	\$81.98	\$38,120.70
2	Cold Mill HMA Surface (1.5 inches)	SYD	5125	\$1.20	\$6,150.00	\$1.90	\$9,737.50	\$1.40	\$7,175.00	\$2.89	\$14,811.25
3	22A Stabilized Gravel	CYD	3	\$100.00	\$300.00	\$100.00	\$300.00	\$250.00	\$750.00	\$88.55	\$265.65
4	Top Dirt & Grass Seed	CYD	10	\$75.00	\$750.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$367.50	\$3,675.00
5	Traffic Control and Construction Signage	EA	1	\$400.00	\$400.00	\$7,500.00	\$7,500.00	\$2,300.00	\$2,300.00	\$3,150.00	\$3,150.00
	Total				\$41,080.00		\$53,412.50		\$53,575.00		\$60,022.60

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Apparatus Floor Coating Project for Fire Station #1 – Bid Tabulation

SUPPORTING PERSONNEL: Richard White, Director of Public Safety - Police/Fire Chief

ACTION RECOMMENDED: That City Council approve the bid in the amount of \$28,000 to Great Lakes Caulking & Waterproofing for the Fire Station #1 apparatus floor coating project and authorize the City Manager to execute all documents related to this matter on behalf of the city.

The current floor coating at Fire Station #1 has been in place for over 15 years and the grit integrated into the coating, which is used to provide traction to prevent slips, has significantly worn since first installed. A project to remove the existing floor coating system and replace it with a polyurethane floor enamel that provides the durability as demonstrated from the existing epoxy coating is programmed in the 2014-2015 Capital Improvement Program budget. The grit will be reapplied in two stages during the coating process to enhance safety of personnel working on the apparatus floor.

Bids for the work were opened on May 14, 2015, and four bids were received. The lowest bid that met the project specifications was submitted by Great Lakes Caulking & Waterproofing of Kingsley, Michigan in the amount of \$28,000. Great Lakes Caulking & Waterproofing has not performed work for the city previously; however, four favorable references have been received.

Therefore, it is recommended that City Council approve the bid in the amount of \$28,000 to Great Lakes Caulking & Waterproofing of Kingsley, Michigan for the apparatus floor coating project and authorize the City Manager to execute all documents related to this matter on behalf of the city.

FUNDING: The 2014-2015 Capital Improvement Program budget includes funding for this project.

Attachments: Bid Tabulation

**BID TABULATION
FIRE STATION #1 APPARATUS BAY FLOOR RECOATING**

<u>BIDDER</u>	<u>BID</u>	<u>EXTRA WORK SEAL APPLICATION</u>
Great Lakes Caulking & Waterproofing 7170 Schichtel Rd. Kingsley, MI 49649	\$28,000.00	\$3,500.00
Mulder Waterproofing & Sealants, Inc. 3420 Ravine Rd. Kalamazoo, MI 49006	\$32,900.00	\$3,440.00
Maintenance Masters, Inc. PO Box 11 Comstock, MI 49041	\$44,520.00	\$2,500.00
H & H Painting Co., Inc. 1738 N. Westnedge Ave. Kalamazoo, MI 49007	\$58,200.00	\$3,342.20



MATERIALS TRANSMITTED

Tuesday, May 26, 2015

1. **TO BE ADDED TO THE AGENDA AS ITEM L.1.a:** Communication from Environmental Board regarding the recommendation to award a contract to Best Way Disposal for the provision of single-stream recycling services.

(for) 

Laurence Shaffer, City Manager

cc: Rob Boullis, Deputy City Manager