

5:00 p.m. Call to Order.

Invocation: Pastor Phillip Kok of Prairie Edge Christian Reformed Church.

Pledge of Allegiance.

Roll Call.

Proclamation:

A. Approval of the Committee of the Whole and Regular Meeting Minutes of June 23, 2015.

* B. Approval of Consent Agenda Motions.

* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of July 7, 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 authorize the additional software license agreement with New World Systems, Inc., to upgrade the current police records management and computer-aided-dispatch software, including data conversion, at a cost of \$491,275 and authorize the City Manager to execute all documents related to this agreement on behalf of the city.

* 2. Communication from the City Manager recommending that City Council authorize the City Manager to adjudicate all appeals made to the head of the public body of the City of Portage for a reduction of a fee assessed in response to a FOIA request for a public record search, the necessary copying of a public record for inspection, or for providing a copy of a public record, where the amount of the assessed fee does not exceed \$20,000.

* 3. Communication from the City Manager regarding the Committee of the Whole Meetings Summary – Information Only.

G. Communication:

1. Communication from Annette Stewart regarding restaurants in Portage.

H. Unfinished Business:

* 1. Communication from the City Manager recommending that City Council adopt the resolution to sell city property located at 10323 Archwood Drive.

* 2. Communication from the City Manager recommending that City Council adopt the resolution to sell city property located at 1521 Helen Drive.

* I. Minutes of Boards and Commissions Meetings:

1. Portage Public Schools Regular Business Meeting of May 18, Special Meeting of June 1 and Committee of the Whole Work Session and Special Meeting of June 8, 2015.

2. Portage Senior Citizen Advisory Board of May 20, 2015.

J. Council Committee Reports.

K. New Business.

L. Bid Tabulations:

- * 1. Communication from the City Manager recommending that City Council award a contract for sidewalk and curb repairs in the amount of \$49,791.20 to Northern Construction Services Corporation of Niles, Michigan, and authorize the City Manager to execute all documents related to the contract on behalf of the city.
- * 2. Communication from the City Manager recommending that City Council authorize the purchase of ten sets of Personal Protective Equipment (PPE) at a cost not to exceed \$23,178.40 and authorize the City Manager to execute all documents related to the purchase 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, July 8, 7:00 p.m., Environmental Board, City Hall Room No. 1.
 - b. Monday, July 13, 7:00 p.m., Zoning Board of Appeals, Council Chambers.
 - c. Wednesday, July 15, 2:30 p.m., Senior Citizen Advisory Board, Portage Senior Center.
 - d. Thursday, July 16, 7:00 p.m., Planning Commission, Council Chambers.
 - e. Thursday, July 16, 7:00 p.m., Portage District Library Board, Portage District Library.
 - f. Tuesday, July 21, 10:00 a.m., Board of Review, City Hall Room No. 1.

N. Materials Transmitted of June 23, 2015.

Adjournment.

CITY COUNCIL MEETING SUMMARY

June 23, 2015

ACCOUNTS PAYABLE REGISTER

- ◆ Approved the Accounts Payable Register of June 23, 2015, as presented.

PUBLIC HEARINGS

- ◆ Approved Ordinance Amendment #14/15-B, Site Plan Review.
- ◆ Approved the Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue 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.

REPORTS FROM THE ADMINISTRATION

- ◆ Approved the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue.
- ◆ Adopted the Resolution Authorizing Refunding of the City of Portage Capital Improvement Bonds, Series 2008A and the Resolution Approving the Undertaking to Provide Continuing Disclosure by the City of Portage for the Capital Improvement Refunding Bonds, Series 2015B.
- ◆ Approved the Fiscal Year 2015-2016 Community Development Block Grant Fund contracts and General Fund human/public services contracts and authorized the City Manager to execute all documents related to the contracts on behalf of the city.
- ◆ Received the proposal to renew the current legal services contract with Attorney Randall L. Brown & Associates for City Attorney Services, approved an extension to the current contract through August 30, 2015, and authorized the City Manager to solicit informal proposals for City Attorney Services.
- ◆ Authorized payment in the amount of \$25,000 to Southwest Michigan First to support economic development activities in the City of Portage and authorized the City Manager to execute all documents related to the matter.
- ◆ Authorized the purchase of thirteen 800MHz Motorola Radios from Motorola Solutions, Inc., of Schaumburg, Illinois, through the State of Michigan purchasing program (MiDeal) at a cost not to exceed \$43,075 and authorized the City Manager to execute all documents related to the purchase.
- ◆ Awarded a sole-source contract for the Garden Lane #5 Pump Replacement and Motor Rehabilitation project to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$27,659 and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Approved an exception to the City Council Rules of Order and Procedure by changing the meeting time for the July 7, 2015 City Council Meeting to 5:00 p.m. and authorized the City Manager to appropriately notice the meeting time change.
- ◆ Received the May 2015 Environmental Activity Report as Information Only.
- ◆ Received the Department Monthly Reports as Information Only.

BID TABULATIONS

- ◆ Awarded a construction contract for the West Osterhout Avenue Reconstruction Project to Michigan Paving & Materials Company of Kalamazoo, Michigan, in an amount not to exceed \$995,833.55 and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Accepted the low bid in the amount of \$53,329.47 from A1 Asphalt, Incorporated, to provide repairs to park asphalt trails and authorized the City Manager to execute all documents related to the contract on behalf of the city.

STATEMENTS OF CITY COUNCIL

- ◆ Councilmember Reid shared that "Listening Post" will be this coming Friday from 8:00 a.m. to 9:00 a.m. at the Hampton Inn in Portage. The topic will be regarding demographic shifts and placemaking. Councilmember Reid then extolled the virtues of the beauty of the State of Michigan.
- ◆ Councilmember Ford expressed hope that everyone had a great Father's Day and wished everyone a happy 4th of July.
- ◆ Councilmember Randall shared some details about the new Parks and Arts program and shared information about upcoming activities and concerts, such as the Army Field Band and Soldier's Chorus Concert and canoe rental.
- ◆ Mayor Pro Tem Pearson invited the public to come and watch 4th of July fireworks at McCamley Field and shared that the display is sponsored by the Portage Rotary Club. He thanked Portage Public Schools and the City of Portage for their support. He also invited the public to make donations in support of the annual event.
- ◆ Mayor Strazdas shared that he, along with Councilmembers Ansari and Ford, recently attended a meeting with State Senators regarding revenue sharing and the Personal Property Tax. He expressed optimism that the City of Portage and other municipalities would be made "whole" as it relates to the Personal Property Tax. Next, he mentioned that he attended a bank opening ceremony and that, with regard to recycling, there may be an opportunity for some income to offset the cost of the contract. Finally, he reminded the community that the Taste of Portage, sponsored by the Portage Athletic Foundation, was on the horizon along with many other community events.

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

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**MINUTES OF THE COMMITTEE OF THE WHOLE WORK SESSION
OF JUNE 23, 2015**

Mayor Strazdas called the meeting to order at 6:01 p.m. The following Councilmembers were present: Nasim Ansari, Richard Ford, Patricia Randall, Claudette Reid and Terry Urban, Mayor Pro Tem Pearson and Mayor Peter Strazdas. Also present were City Manager Larry Shaffer, Deputy City Manager Rob Boulis, Public Safety Director Richard White, Senior Deputy Fire Chief for Operations John Podgorski, Assistant Fire Chief Stacy French, City Attorney Randy Brown and Deputy City Clerk Adam Herringa.

Mayor Strazdas reviewed the agenda for the evening and indicated that he would like to take a few minutes during the meeting to discuss police body-worn cameras and future Committee of the Whole meeting topics.

Public Safety Director Richard White provided an overview of the current Fire Division accreditation process and how it will help identify departmental strengths and weaknesses. Director White asked Senior Deputy Fire Chief John Podgorski to provide additional information on the accreditation process and the overall performance of the Fire Division.

Mr. Podgorski thanked City Council for their support of the Fire Division and he and Assistant Fire Chief French provided a presentation on the Fire Accreditation process. Mr. Podgorski reviewed current programs of the Fire Division and Mr. French reviewed related performance indicators and how they matched up against performance goals. He also shared some rationale and reasoning behind the response statistics that were included in the presentation. Mayor Pro Tem Pearson inquired if a response at the scene of a structure fire is delayed until adequate staff arrives. Assistant Fire Chief French provided a review of incident management and assured City Council that life and safety are paramount in a response and that staff will not wait to initiate a rescue if a person's life or safety is in jeopardy. Chief White indicated that the same response is true for the police division.

Mr. Podgorski continued his overview and shared information related to Technical Rescue, Hazardous Material and Emergency Medical Services response times, goals and performance. Councilmember Randall inquired who tends to arrive on scene of a medical response first and Mr. French replied that Fire is usually first on scene. Mr. French then discussed the use of SUV's as rescue vehicles to enhance response times and conduct business inspections. He also highlighted the use of AED's and the "PUCK" system to assist and enhance CPR efforts. The SUV's, Mr. French indicated, have not only resulted in a more rapid response but have cut down on use and maintenance on the fire engines.

Mayor Pro Tem Pearson inquired as to the rationale for using a rotating system to manage EMS response calls. Assistant Fire Chief French informed City Council that the Fire Division is in the process of assessing and evaluating this program. He continued by stating that they are planning to conduct a study, possibly managed by a third-party, to determine what is the best way to provide emergency medical response. Director White reviewed the current process for emergency medical response and shared that he is skeptical that either current ambulance company is presently capable of providing the desired service. He continued by sharing that one of largest sources of frustration and delays is the current bifurcated system in which a medical emergency call comes into dispatch first, details shared by the caller, and then the call is routed to the ambulance company. The caller must then share the details a second time. This process takes valuable time and Director White indicated that his department is exploring and implementing options to reduce or eliminate this delay.

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Mayor Pro Tem Pearson inquired if the City would be better served by going with a single vendor and raised the matter of dropped calls. Chief White discussed dropped calls and provided some reasons as to why a call may be dropped including a lack of resources, a lengthy response, inability to respond in the required eight minutes, etc. Director White continued by expressing his frustration with dropped calls and his desire to evaluate the current EMS program and evaluate changes based on data. Discussion followed and City Manager Shaffer shared his frustration with EMS response and indicated that quality public service is a balance of resources and how much a community is willing to pay to enhance performance. Mayor Strazdas shared that citizens consistently give public safety high marks on the Community Survey and inquired how Portage compares to other communities and if taxpayers are getting the best return on their investment. Mr. Podgorski shared that nobody else in Kalamazoo County is going through this process or has statistics like the Fire Division is getting. Director White stated that the Department of Public Safety is making all of the fixes that can be made without spending additional money. However, he continued by stating that at some point in the future a decision will have to be made on value – whether the community is willing to pay more for enhanced public safety.

Mayor Pro Tem Pearson inquired as to the timeline of the EMS study. Chief White indicated that the Accreditation Evaluation Team will be finished this coming Thursday. He stated that he hopes to get some initial feedback. He also stated that he will continue looking at whether Portage dispatchers could handle medical dispatches. He then raised the matter of Consolidated Dispatch and what impact this may have. Director White concluded by stating that he believes he could be coming to City Council next budget year with a proposal on EMS.

Public Safety Director White next discussed the topic of body-worn cameras. Mr. White provided a history of the use and implementation of mobile video recorders in police vehicles and some of the limitations of this system. He also shared the policy for video recording and that, at a minimum, every interaction with a citizen is recorded. Director White explained the plan to roll out the body worn cameras and shared that several matters need to be taken into consideration including privacy issues, what to record, FOIA, retention requirements, computer space for recordings, how to proceed if somebody refuses to be recorded, etc. He continued by stating that the plan is to purchase ten cameras and, after a set period, evaluate the program. He continued by stating that the cameras should promote transparency and that Portage police officers are doing what they should be. He did caution that body cameras still offer a sanitized view of a situation and that videos can be subject to interpretation. Discussion followed on the topic of privacy and both Director White and Attorney Randy Brown shared that case law will help shape body camera programs across the state and nation.

Mayor Strazdas moved on to the topic of other matters that City Council might like to discuss at Committee of the Whole meetings. The consensus of City Council was to take some time to think about it and establish topics at another time.

There were no statements of citizens.

ADJOURN: Mayor Strazdas adjourned the meeting at 7:12 p.m.

Adam Herringa, Deputy City Clerk

CITY COUNCIL MEETING MINUTES FROM JUNE 23, 2015

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

At the request of Mayor Strazdas, Mr. Tim Earl gave the invocation and City Council and the audience recited the Pledge of Allegiance.

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

APPROVAL OF MINUTES: Motion by Ansari, seconded by Urban, to approve the Regular Meeting Minutes of June 9, 2015, as presented. Upon a voice vote, motion carried 7 to 0.

* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Reid to read the Consent Agenda. Councilmember Urban asked that Item F.4, Legal Services Contract with Randall L. Brown & Associates, be removed from the Consent Agenda, Councilmember Reid asked that Item F.5, Payment of \$25,000 to Southwest Michigan First to Support Economic Development Activities, and Item F.8, Exception to City Council Rules of Order and Procedure, be removed from the Consent Agenda.

Motion by Ford, seconded by Reid, to approve the Consent Agenda motions as amended. Councilmember Ansari abstained from voting in support of the General Fund human/public services contract and Community Development Block Grant contract with the Portage Community Center (Item F.3). Upon a roll call vote, motion carried 7 to 0 with the previously noted abstention.

* **APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JUNE 23, 2015:** Motion by Ford, seconded by Reid, to approve the Accounts Payable Register of June 23, 2015. Upon a roll call vote, motion carried 7 to 0.

PUBLIC HEARINGS:

ORDINANCE AMENDMENT #14/15-B, SITE PLAN REVIEW: Director Georgeau discussed the proposed amendment and shared that it is a result of a recent City Council Committee of the Whole Work Session regarding efforts to improve economic development. She stated that this amendment will promote the goal of City Council to enhance speed to permitting and will help streamline the development review process. Director Georgeau highlighted the major changes related to the proposed amendment and informed City Council that the amendment received unanimous approval from the Planning Commission. Mayor Strazdas complimented Director Georgeau, Department of Community Development staff and the City Manager for their efforts in promoting economic development and discussed the need for communities to have a competitive edge. Councilmember Reid inquired as to the recourse for a developer to appeal an administrative decision on a proposed development. Director Georgeau indicated that the Zoning Board of Appeals is an outlet. Discussion followed and Director Georgeau shared that this amendment will help maximize the time of the Planning Commission to focus on major developments and city planning instead of routine developments. Councilmember Urban inquired how much permitting this amendment would result in for staff. Director Georgeau replied that at least 50 projects within the past 10 years could have been approved administratively should this amendment have been in place.

Councilmember Ford inquired if other municipalities were studied to assist in the crafting of this amendment. Director Georgeau replied that communities with significant development have gone this route. She continued by stating that while extensive research had not been conducted, such an administrative review process is not uncommon.

Mayor Strazdas opened the public hearing to the audience. There being no one to come forward, Motion by Randall, seconded by Ansari, to close the public hearing. Upon a voice vote,

motion carried 7 to 0. Motion by Randall, seconded by Ford, to approve Ordinance Amendment #14/15-B, Site Plan Review. Upon a roll call vote, motion carried 7 to 0.

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TENTATIVE PLAN AMENDMENT FOR THE HOMESTEAD PLANNED DEVELOPMENT, STORY POINT SENIOR LIVING FACILITY: Director of Community Development, Vicki Georgeau, provided a history of the Homestead Planned Development and plans for this property, reviewed the details of the current proposed development, benefits and rationale for the proposed development, efforts being undertaken to mitigate impacts on neighboring properties and plans for the historic VanRiper property. Director Georgeau then reviewed the Planning Commission process, four approval conditions and efforts of the developer to address neighborhood concerns.

Mayor Strazdas thanked Director Georgeau for the report and inquired if the four recommendations will satisfy citizen concerns that have been expressed. Director Georgeau responded in the affirmative. Councilmember Urban inquired as to the elevation of the property and Director Georgeau explained the elevation of the property as compared to the height of the VanRiper property and the homes along McGillicuddy Lane.

Councilmember Randall applauded the development and inquired about potential light pollution, especially as it relates to light coming from windows. Director Georgeau reviewed the outdoor lighting plan and that the plan is in compliance with the City of Portage Code of Ordinances and shared that the City does not regulate interior lighting. She deferred to the applicant, who was present in the audience, to respond to this concern. At the request of Mayor Strazdas, Attorney Brown then explained that the Tentative Plan Amendment is “big picture” while the Site Plan to be discussed later gets into more details.

Councilmember Reid inquired as to the plan for the VanRiper property and what the approval process is for use of the property. Director Georgeau explained there is a review and approval process but that no plan has been made. She indicated that the developer has indicated potentially using the property for offices, a banquet facility or single family use. She continued by stating that if one of these uses is decided upon, the applicant will need to go through the final site plan review process which includes the Planning Commission and City Council. If an alternate use is proposed, the developer would need to begin with a Tentative Plan Amendment before proceeding with the final site plan review process.

Councilmember Reid then inquired as to the rationale for the garbage pickup and delivery location. Director Georgeau explained that the design of the building is such that switching the location of the delivery and garbage service area would be problematic but deferred to the applicant for a more specific response. In response to an inquiry from Councilmember Reid, Director Georgeau explained the benefit and rationale for not having a second entrance to the property off of Milham Avenue.

The applicants, Mr. Mark Murphy of Los Angeles, CA, and Aaron Seymour of Toledo, OH, provided a presentation to City Council regarding the need, rationale and demand for this development. Mr. Murphy also reviewed their company’s history and explained why the trash enclosure needs to remain where it is located. He continued by explaining that the distance from residential properties, additional tree screening higher berms and elevation changes would help limit visibility of the trash enclosure and reduce potential light pollution. With regard to the VanRiper property, Mr. Murphy explained that they have no current plans for the property other than to perform some maintenance and routine clean up. He continued by stating that his company does want to control what happens at that property and may use it for offices, a banquet hall or a single-family residence.

Mayor Strazdas opened the public hearing to the audience. There being no one to come forward, Motion by Reid, seconded by Urban, to close the public hearing. Upon a voice vote, motion carried 7 to 0. Motion by Randall, seconded by Ansari, to approve the Tentative Plan Amendment for The Homestead Planned Development, Story Point Senior Living Facility, 3821 West Milham Avenue 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. Discussion followed and Mayor Strazdas complimented the developer, Planning Commission, staff and residents on their efforts in support of this project. Upon a roll call vote, motion carried 7 to 0.

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REPORTS FROM THE ADMINISTRATION:

FINAL/SITE PLAN FOR STORY POINT SENIOR LIVING FACILITY: Director of Community Development, Vicki Georgeau, provided a brief overview of the project and the Final/Site Plan. Councilmember Urban inquired about the Photometric Plan and Director Georgeau indicated that the development is in compliance with City lighting requirements. Councilmember Reid asked for clarification regarding berm heights. Director Georgeau indicated the location of the berms and explained that berms along the east side of the property would range in height from 4 to 8 feet and berms along the south would range from 6 to 10 feet. She also indicated that the goal is to not negatively impact the mature trees along these property lines. Director Georgeau then referenced revised planting plan and planting details provided in the Material Transmitted to City Council. She continued by stating that the revised landscape plans substitute Colorado Spruce with White Spruce plantings and the applicants requested that the revised plan and planting details be approved with the Final/Site Plan. Motion by Ford, seconded by Randall, to approve the Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue. Upon a roll call vote, motion carried 7 to 0. Mr. Murphy complimented Community Development staff, the Planning Commission and City Council on their thoroughness and responsiveness.

* **REFUNDING OF CAPITAL IMPROVEMENT BONDS, SERIES 2008A, AND UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE BY THE CITY OF PORTAGE FOR THE CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015B:** Motion by Ford, seconded by Reid, to adopt the Resolution Authorizing Refunding of the City of Portage Capital Improvement Bonds, Series 2008A and the Resolution Approving the Undertaking to Provide Continuing Disclosure by the City of Portage for the Capital Improvement Refunding Bonds, Series 2015. Upon a roll call vote, motion carried 7 to 0.

* **FY 2015/16 COMMUNITY DEVELOPMENT BLOCK GRANT FUND CONTRACTS AND GENERAL FUND HUMAN/PUBLIC SERVICES CONTRACTS:** Motion by Ford, seconded by Reid, to approve the Fiscal Year 2015-2016 Community Development Block Grant Fund contracts and General Fund human/public services contracts and authorize the City Manager to execute all documents related to the contracts on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

PROPOSAL TO RENEW THE CURRENT LEGAL SERVICES CONTRACT WITH ATTORNEY RANDALL L. BROWN AND ASSOCIATES: Councilmember Urban stated that the recommendation associated with this agenda item is not what he expected to see. He stated that City Administration had provided on the agenda a review/survey of various cities including costs, different ways to provide the service, etc. He continued by stating that Attorney Brown has been cost effective and that his quote is a known set amount and will not vary based on hours worked, opinions written or number of court cases. Councilmember Urban stated that the proposal by Attorney Brown is for an additional five years of service with no increase over the previous contract and that he believes City Council cannot get this level of service from another provider. Motion by Urban, seconded by Reid, to accept and approve the proposal to renew the current legal services contract with Attorney Randall Brown and Associates for City Attorney services and authorize the City Manager to execute all documents related to this matter.

Councilmember Ansari extolled his strong support for Attorney Brown, his service and institutional knowledge and stated that he would like to see Mr. Brown's contract receive unanimous approval. However, if it cannot be unanimous tonight, he is willing to wait until August 30th.

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Councilmember Randall stated that she has no problem with the person but questions the process. She indicated that this contract has not been put out for bid since 1993 and, at that time, seven firms were interested. She stated that the last time this contract came up five years ago she expressed the same concern about the process but that the contract was renewed by a 6 to 1 vote. She expressed her desire to see what the market will yield and explained that the quote from Attorney Brown does not cover the true legal costs of the City and cited the use of a labor attorney for union negotiations as an example. She continued by stating that she would also like to see an evaluation process so that the City Attorney can hear feedback from both the City Council and City Administration. She concluded by stating that, while an informal process is proposed, she would like to see a formal bid process.

Councilmember Ansari stated that, given the survey that has been provided, Attorney Brown is providing the service at a lower price and that he believes Mr. Brown deserves the contract but expressed concern about the timing.

Mayor Strazdas stated that he was going to support the motion and questioned the consistency of when City Council goes out for bid and when it does not and cited information technology and water and sewer services as examples. He expressed concern that multi-million dollar contracts have not undergone the same level of scrutiny as this contract when up for renewal and continued by encouraging City Council to support the motion while at the same time pledging to hold a Committee of the Whole meeting to discuss consistency in the bidding for long-term contracts.

Councilmember Ford stated that he will not be supporting the motion. He stated that the City did receive a quote from a competitor for the PCM Technologies Services contract. He continued by stating that Attorney Brown has institutional knowledge and has provided a competitive price but that he would like to see an informal bid to ensure City Council does its due diligence and that Attorney Brown's pricing is competitive.

Councilmember Reid expressed frustration and questioned addressing this matter just prior to the expiration of the contract. She stated that, based on information provided, Attorney Brown's bid is competitive. She does not have a problem with the price or the service provided. She stated that she does not always agree with him, but believes Attorney Brown provides excellent service. Councilmember Reid continued by stating that she would like to see policies developed related to outsourcing service contracts that are up for renewal. Discussion followed and Mayor Pro Tem Pearson stated that he would like to get a unanimous vote and would like to slow the process down to obtain it. He continued by stating the value of a competitive process, thanked Mr. Brown for his excellent service and emphasized that this is about process and not the person. Mayor Pro Tem Pearson encouraged City Council to think about what they want to see in their City Attorney and asked for comparables to include legal services provided by other jurisdictions within Kalamazoo County.

Councilmember Ansari stated his belief that City Council should not be focused only on price because it is difficult to put a price on the institutional knowledge that Attorney Brown has.

Councilmember Reid stated that, given that Attorney Brown's proposal is in the public domain, it would be difficult to engage in a fair formal bidding process and inquired of the City Manager what would be involved in an informal bid. City Manager Shaffer stated that he has been in conversation with Attorney Brown about his contract for nine months, shared that he is a bid supporter of Brown and Associates, and shared that he would like to see a renewal of his contract in some fashion. Mr. Shaffer stated that, since this contract belongs to City Council, his proposed course of action was an attempt to achieve unanimity amongst City Council and that he appreciated Attorney Brown's institutional memory, predictability and stability. He continued by stating that the informal process would include reaching out to three large and three smaller local firms, provide them a synopsis of the services provided by Brown and Associates and ask for a price. Discussion followed.

Upon a roll call vote, Motion failed 3 to 4 with Mayor Pro Tem Pearson and Councilmembers Ansari, Ford and Randall voting no.

Motion by Pearson, seconded by Ansari, to receive the proposal to renew the current legal services contract with Attorney Randall L. Brown & Associates for City Attorney Services, approve an

extension to the current contract through August 30, 2015, and / or authorize the City Manager to solicit informal proposals for City Attorney Services.

Councilmember Reid inquired if Attorney Brown would accept a contract extension to August 30th. Attorney Brown thanked City Council for their kind words and support of the work that he and his staff do for the City. Attorney Brown stated that he understands the rationale of the process City Council is following and expressed confidence that his contract will be renewed.

Mayor Strazdas stated that he would support the motion but expressed frustration with the process that is being followed. Councilmember Ford indicated that City Council is not under obligation to accept the low bid and hoped for the process to be wrapped up swiftly. Mayor Strazdas stated that he is pleased to hear that this is not only about price. Discussion followed and Councilmember Urban strongly emphasized the need to make sure the informal process compares “apples to apples” and Attorney Brown stated his desire for this as well. Attorney Brown continued by sharing that he would be speaking with the City Manager to discuss the legal services he provides in detail. Councilmember Ansari expressed support for a bid process in the City that is consistent and Councilmember Randall expressed concern with focusing on legal services that are outsourced and not in-house. Councilmember Urban expressed disagreement with this position. Discussion followed and Mayor Strazdas concurred with the desire for an “apples to apples” comparison.

Upon a roll call vote, motion carried 7 to 0.

PAYMENT IN THE AMOUNT OF \$25,000 TO SOUTHWEST MICHIGAN FIRST TO SUPPORT ECONOMIC DEVELOPMENT ACTIVITIES IN THE CITY OF PORTAGE:

Councilmember Reid stated that in the proposed contract there is a requirement for an annual consultation/update with the City Manager along with monthly update meetings. She asked if this could be modified so that the Mayor would be included in these meetings and provided her rationale. City Manager Shaffer stated that he would welcome the presence of the Mayor in the meetings and viewed it as a potential asset. Mayor Pro Tem Pearson indicated that, when it comes to economic development, business organizations like to deal with professionals and not elected officials. He expressed concern that a consistent presence of an elected official could be a detriment. Mayor Strazdas stated that, if there is a confidential meeting, he would not want to be present. Discussion followed and Councilmember Reid clarified that she did not envision the Mayor being present for confidential meetings but rather the monthly and annual updates. Motion by Pearson, seconded by Reid, to authorize payment in the amount of \$25,000 to Southwest Michigan First to support economic development activities in the City of Portage and authorize the City Manager to execute all documents related to the matter.

Councilmember Urban stated that he would support the contract for now but questioned what specific activities Southwest Michigan First would do for the City of Portage and expressed his desire for very detailed reporting from the organization. Upon a roll call vote, motion carried 7 to 0.

* **PURCHASE OF 800MHZ RADIOS FROM MOTOROLA SOLUTIONS:** Motion by Ford, seconded by Reid, to authorize the purchase of thirteen 800MHz Motorola Radios from Motorola Solutions, Inc., of Schaumburg, Illinois, through the State of Michigan purchasing program (MiDeal) at a cost not to exceed \$43,075 and authorize the City Manager to execute all documents related to the purchase. Upon a roll call vote, motion carried 7 to 0.

* **SOLE SOURCE CONTRACT FOR THE GARDEN LANE #5 PUMP REPLACEMENT AND MOTOR REHABILITATION PROJECTS:** Motion by Ford, seconded by Reid, to award a sole-source contract for the Garden Lane #5 Pump Replacement and Motor Rehabilitation project to Peerless-Midwest, Incorporated, in the not-to-exceed amount of \$27,659 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.

EXCEPTION TO CITY COUNCIL RULES OF ORDER AND PROCEDURE:

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Councilmember Reid inquired if the 5:00 p.m. meeting of City Council could be broadcast live and whether the meeting could be rebroadcast at the usual 7:30 p.m. timeframe. City Manager Shaffer stated that he believed the meeting would be broadcast live but was uncertain whether Public Media Network would be able to turn around and rebroadcast the meeting. However, he indicated that staff was working with PMN about the matter. Motion by Reid, seconded by Pearson, to approve an exception to the City Council Rules of Order and Procedure by changing the meeting time for the July 7, 2015 City Council Meeting to 5:00 p.m. and authorize the City Manager to appropriately notice the meeting time change. Councilmember Urban stated his belief that showing the meeting at 7:30 was arguably more important than showing it live. He continued by stating that he had a family conflict and may not be able to attend. Councilmember Ford reminded the audience that the meetings are now available via live streaming. Upon a roll call vote, motion carried 6 to 1 with Councilmember Urban voting no.

* **MAY 2015 SUMMARY ENVIRONMENTAL ACTIVITY REPORT:** Motion by Ford, seconded by Reid, to receive the May 2015 Environmental Activity Report as Information Only. Upon a roll call vote, motion carried 7 to 0.

* **DEPARTMENT MONTHLY REPORTS:** Motion by Ford, seconded by Reid, to receive the Department Monthly Reports as Information Only. Upon a roll call vote, motion carried 7 to 0.

* **MINUTES OF BOARDS AND COMMISSIONS MEETINGS:** City Council received the minutes of the Portage Youth Advisory Committee of May 11, 2015, Portage Zoning Board of Appeals of May 11, 2015 and Portage Planning Commission of June 4, 2015.

BID TABULATIONS:

* **CONSTRUCTION CONTRACT FOR THE WEST OSTERHOUT AVENUE RECONSTRUCTION PROJECT:** Motion by Ford, seconded by Reid, to award a construction contract for the West Osterhout Avenue Reconstruction Project to Michigan Paving & Materials Company of Kalamazoo, Michigan, in an amount not to exceed \$995,833.55 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.

* **CONTRACT WITH A1 ASPHALT TO PROVIDE REPAIRS TO PARK ASPHALT TRAILS:** Motion by Ford, seconded by Reid, to accept the low bid in the amount of \$53,329.47 from A1 Asphalt, Incorporated, to provide repairs to park asphalt trails and authorize the City Manager to execute all documents related to the contract on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

OTHER CITY MATTERS:

STATEMENTS OF CITIZENS: Mr. Tim Earl, 6862 Shallowford Way, invited City Council to attend the Celery Flats Music Festival at Celery Flats on Sunday, July 12th from noon to 4:00 p.m. He stated the concert is a partnership between the Park Board and the K'zoo Folklife Organization. Mayor Strazdas stated that many pieces of the former Summer Entertainment Series are back and being sponsored by outside organizations and asked the City Manager to bundle them into a single notice for publication in the Portager.

Ms. Monifa Jumanne, 6286 Silver Fir Street, shared that she was planning to make a presentation but, due to the late hour, she would save it until the next meeting. She informed City Council that she serves on the Senior Citizen Advisory Board and that she is proud to be a citizen of the City of Portage and informed City Council that she is looking forward to opportunities to do more.

DRAFT

STATEMENTS OF CITY COUNCIL: Councilmember Reid shared that “Listening Post” will be this coming Friday from 8:00 a.m. to 9:00 a.m. at the Hampton Inn in Portage. The topic will be regarding demographic shifts and placemaking. Councilmember Reid then extolled the virtues of the beauty of the State of Michigan.

Councilmember Ford expressed hope that everyone had a great Father’s Day and wished everyone a happy 4th of July.

Councilmember Randall shared some details about the new Parks and Arts program and shared information about upcoming activities and concerts, such as the Army Field Band and Soldier’s Chorus Concert and canoe rental.

Mayor Pro Tem Pearson invited the public to come and watch 4th of July fireworks at McCamley Field and shared that the display is sponsored by the Portage Rotary Club. He thanked Portage Public Schools and the City of Portage for their support. He also invited the public to make donations in support of the annual event.

Mayor Strazdas shared that he, along with Councilmembers Ansari and Ford, recently attended a meeting with State Senators regarding revenue sharing and the Personal Property Tax. He expressed optimism that the City of Portage and other municipalities would be made “whole” as it relates to the Personal Property Tax. Next, he mentioned that he attended a bank opening ceremony and that, with regard to recycling, there may be an opportunity for some income to offset the cost of the contract. Finally, he reminded the community that the Taste of Portage, sponsored by the Portage Athletic Foundation, was on the horizon along with many other community events.

ADJOURNMENT: Mayor Strazdas adjourned the meeting at 9:58 p.m.

Adam Herringa, Deputy City Clerk

*Indicates items included on the Consent Agenda.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: William Furry, Director of Finance

ACTION RECOMMENDED: That City Council approve the Accounts Payable Register of July 7, 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 June 7, 2015 through June 21, 2015 and notes \$303,764.03 in automated clearing house payments, \$1,169,475.00 in paper checks and \$56,094.50 in auto-pay payments for a grand total of \$1,529,333.53.

FUNDING: N/A

Attachments: Accounts Payable Register

CITY OF PORTAGE CHECK REGISTER
DATE FROM: 06/07/15 TO 06/21/15

Check Date	Ref No.	Vendor Name	Amount
6/19/2015	4107(A)	ABONMARCHE CONSULTANTS, INC	16,479.00
6/19/2015	4108(A)	ALL-TRONICS, INC.	78.00
6/19/2015	4109(A)	AMERICAN HYDROGEOLOGY CORP.	6,270.85
6/19/2015	4110(A)	AMERICAN SAFETY & FIRST AID	171.31
6/19/2015	4111(A)	APOLLO FIRE EQUIPMENT COMPANY	185.56
6/19/2015	4112(A)	BEEBE, RONALD E.	384.00
6/19/2015	4113(A)	C C I SOUTH, INC.	595.00
6/19/2015	4114(A)	C D W GOVERNMENT, INC.	74.82
6/19/2015	4115(A)	C M P DISTRIBUTORS, INC.	1,528.00
6/19/2015	4116(A)	CENTRAL INTERCONNECT, INC.	95.09
6/19/2015	4117(A)	D & D PRINTING CO.	1,407.20
6/19/2015	4118(A)	DEPATIE FLUID POWER CO., INC.	552.28
6/19/2015	4119(A)	DIVE RESCUE INTERNATIONAL INC	1,407.56
6/19/2015	4120(A)	EMPLOYMENT GROUP, INC.	1,244.63
6/19/2015	4121(A)	ENGINEERED PROTECTION SYSTEMS, INC.	886.80
6/19/2015	4122(A)	ENTENMANN-ROVIN CO.	99.50
6/19/2015	4123(A)	FERGUSON ENTERPRISES, INC.	272.76
6/19/2015	4124(A)	FURRY, WILLIAM	1,306.29
6/19/2015	4125(A)	GAIL ANDRUS TRAVEL	550.25
6/19/2015	4126(A)	HURST MECHANICAL, INC.	5,074.54
6/19/2015	4127(A)	INDUSCO SUPPLY CO., INC.	338.28
6/19/2015	4128(A)	JAROTH, INC	303.00
6/19/2015	4129(A)	KOPEC, CASEY	184.00
6/19/2015	4130(A)	M & M CUSTOM FABRICATING INC.	13.79
6/19/2015	4131(A)	MAURER'S TEXTILE RENTAL SERVICES	83.21
6/19/2015	4132(A)	MEDEMA, TIMOTHY	312.00
6/19/2015	4133(A)	MEJEUR ELECTRIC LLC	6,799.00
6/19/2015	4134(A)	ONE WAY PRODUCTS	104.00
6/19/2015	4135(A)	PCM SALES, INC.	52,765.92
6/19/2015	4136(A)	PECKELS, CHRISTINE	240.00
6/19/2015	4137(A)	PETERS CONSTRUCTION CO.	1,301.00
6/19/2015	4138(A)	PREIN & NEWHOF	2,702.20
6/19/2015	4139(A)	RESIDENTIAL PLUMBING SERVICES, INC	700.00
6/19/2015	4140(A)	RIETH-RILEY CONSTRUCTION CO., INC	121.26
6/19/2015	4141(A)	ROAD EQUIPMENT PARTS CENTER	699.08
6/19/2015	4142(A)	ROE-COMM, INC.	638.40
6/19/2015	4143(A)	S B F ENTERPRISES, INC.	745.99
6/19/2015	4144(A)	SAFETY SERVICES, INC.	205.41
6/19/2015	4145(A)	SNELL, DEBRA	192.00
6/19/2015	4146(A)	UNITED WATER ENVIRONMENTAL SERVICES	167,775.40
6/19/2015	4147(A)	VANDERBERG, WARD M	329.00
6/19/2015	4148(A)	W W GRAINGER INC	909.98
6/19/2015	4149(A)	WARNER NORCROSS & JUDD LLP	3,766.67
6/19/2015	4150(A)	WEST, STEVEN R	171.00
6/19/2015	4151(A)	WIGHTMAN & ASSOCIATES, INC.	23,700.00
		SUBTOTAL:	45 CHECKS 303,764.03
6/9/2015	293715	CHICAGO TITLE OF MICHIGAN, INC.	173,936.64
6/9/2015	293716	POWERFUL SIGNAL, LLC	1,299.00
6/19/2015	293717	57TH DISTRICT COURT	235.00
6/19/2015	293718	A T & T	4,302.63

CITY OF PORTAGE CHECK REGISTER
DATE FROM: 06/07/15 TO 06/21/15

Check Date	Ref No.	Vendor Name	Amount
6/19/2015	293719	A-1 SIGNS	16.10
6/19/2015	293720	ADP, INC.	841.80
6/19/2015	293721	AIRGAS GREAT LAKES	206.12
6/19/2015	293722	ALL-PHASE ELECTRIC SUPPLY CO.	59.40
6/19/2015	293723	ALLEGRA PRINT & IMAGING	244.44
6/19/2015	293724	ANDERSON, MICHAEL	162.77
6/19/2015	293725	ANNA KRING	100.00
6/19/2015	293726	APPROVED PROTECTION SYSTEMS	250.00
6/19/2015	293727	AR ENGINEERING LLC	1,520.00
6/19/2015	293728	ARROWHEAD SCIENTIFIC, INC.	18.50
6/19/2015	293729	ARTS COUNCIL OF GREATER KZOO	175.00
6/19/2015	293730	ASSOCIATED GOVERNMENT SERVICES INC	750.00
6/19/2015	293731	AT&T YELLOW PAGES	52.80
6/19/2015	293732	B D N INDUSTRIAL HYGIENE CON	2,400.00
6/19/2015	293733	B S & A SOFTWARE	575.00
6/19/2015	293734	BESCO WATER TREATMENT, INC.	12.75
6/19/2015	293735	BLUEDOGINK	522.63
6/19/2015	293736	BORGESS HEALTH ALLIANCE	218.00
6/19/2015	293737	BRADLIE FORWARD	100.00
6/19/2015	293738	BRINK'S, INC	285.40
6/19/2015	293739	BRITTONI CURTIS	150.00
6/19/2015	293740	BRONSON HEALTHCARE GROUP	100.00
6/19/2015	293741	BUTLER, BEATRICE	53.76
6/19/2015	293742	C T S TELECOM, INC.	7,467.00
6/19/2015	293743	CADWELL APPARELL	938.00
6/19/2015	293744	CALHOUN COUNTY JUSTICE COMPLEX	275.00
6/19/2015	293745	CAPTAIN FREDERICK PABST MANSION INC	183.00
6/19/2015	293746	CAPTAIN FREDERICK PABST MANSION INC	25.00
6/19/2015	293747	CARLETON EQUIPMENT CO.	700.00
6/19/2015	293748	CBCS	279.36
6/19/2015	293749	CENTRE STREET II LDHA LP	7,205.50
6/19/2015	293750	CEREAL CITY WINDOW CLEANING	1,050.00
6/19/2015	293751	CESO, INC.	2,450.00
6/19/2015	293752	CHARTER COMMUNICATIONS	612.26
6/19/2015	293753	CHERRIE BURCH	150.00
6/19/2015	293754	CITY OF KALAMAZOO TREASURER	264,384.66
6/19/2015	293755	CLAYTON, BILLY	106.34
6/19/2015	293756	CLINGENPEEL, DAVID	322.00
6/19/2015	293757	COMFORT SUITES MILWAUKEE AIRPORT	1,430.00
6/19/2015	293758	COURTYARD OF PORTAGE OPCO, LLC	2,503.20
6/19/2015	293759	CPR CONNECTION OF NORTH AMERICA INC	497.90
6/19/2015	293760	CROSSROADS CAR WASH	36.00
6/19/2015	293761	CURE SEARCH FOR CHILDREN'S CANCER	100.00
6/19/2015	293762	D L GALLIVAN INC.	46.31
6/19/2015	293763	DAN WOOD COMPANY	17,667.00
6/19/2015	293764	DAVID HOJNACHI J	322.00
6/19/2015	293765	DEER CONTRACTING & LANDSCAPE	488.00
6/19/2015	293766	DEREK HENSON	375.00
6/19/2015	293767	DEVON TITLE AGENCY	56.62
6/19/2015	293768	DIESEL INJECTION SERVICE, LLC	3,205.14
6/19/2015	293769	DIGITAL HIGHWAY WIRELESS SOLUTIONS	625.00

CITY OF PORTAGE CHECK REGISTER
DATE FROM: 06/07/15 TO 06/21/15

Check Date	Ref No.	Vendor Name	Amount
6/19/2015	293770	EMERGENCY VEHICLE PRODUCTS	18,564.27
6/19/2015	293771	ENGINEERING SUPPLY & IMAGING	196.75
6/19/2015	293772	EXTREME POWER EQUIPMENT, INC.	1,330.48
6/19/2015	293773	FARM N GARDEN	924.70
6/19/2015	293774	FAWLEY OVERHEAD DOOR, INC.	413.00
6/19/2015	293775	FERCH'S MALT SHOPPE & GRILLE	468.00
6/19/2015	293776	FERRELLGAS, LP	36.00
6/19/2015	293777	FLETCHER ENTERPRISES	1,488.00
6/19/2015	293778	FORSHEE, MARK	184.00
6/19/2015	293779	FORTUNE	10.00
6/19/2015	293780	FORUM COMMUNICATIONS INC.	300.00
6/19/2015	293781	FOUR WINDS CASINO SHUTTLE	159.00
6/19/2015	293782	FREDERICK MEIJER GARDENS & SCULPTUR	480.00
6/19/2015	293783	GALLOWAY, CATHERINE	149.51
6/19/2015	293784	GOODWILL INDUSTRIES OF SW MI	1,020.00
6/19/2015	293785	GORDON FOOD SERVICE	169.62
6/19/2015	293786	GORDON WATER SYSTEMS	252.00
6/19/2015	293787	GREENDALE VISITOR CENTER	182.00
6/19/2015	293788	GRIFFIN PEST SOLUTIONS, INC.	50.00
6/19/2015	293789	HARTMAN, CHARLES	423.00
6/19/2015	293790	HICK, CAROL	150.00
6/19/2015	293791	HIDDEN LAKE GARDENS	81.00
6/19/2015	293792	HILL, ERVAN R	3.39
6/19/2015	293793	HOME DEPOT	226.71
6/19/2015	293794	HOWARD PRINTING	200.00
6/19/2015	293795	HUNTINGTON NATIONAL BANK	500.00
6/19/2015	293796	INTEGRATED WEED CONTROL	825.00
6/19/2015	293797	J-AD GRAPHICS, INC	2,012.21
6/19/2015	293798	JEANNIE TANGE	100.00
6/19/2015	293799	JENNIFER HEARNS	50.00
6/19/2015	293800	JOHN LOUIS HUBBARD	5.00
6/19/2015	293801	JOHN YUHAS	225.00
6/19/2015	293802	JONES, STEVEN	28.69
6/19/2015	293803	JONS TO GO PORTABLE RESTROOM	302.05
6/19/2015	293804	KACHIC, LILLIAN	92.00
6/19/2015	293805	KALAMAZOO FLAG COMPANY	504.00
6/19/2015	293806	KALAMAZOO GAZETTE	41.55
6/19/2015	293807	KALAMAZOO LANDSCAPE SUPPLIES	166.70
6/19/2015	293808	KALAMAZOO OIL COMPANY	104.94
6/19/2015	293809	KALAMAZOO REG'L EDUC SVS AGENG	125.00
6/19/2015	293810	KALAMAZOO SPORTSWEAR	627.95
6/19/2015	293811	KELLY RADIATOR & AUTO REPAIR	40.95
6/19/2015	293812	KENDALL ELECTRIC, INC.	375.61
6/19/2015	293813	KENT COUNTY DPW	67.50
6/19/2015	293814	KLOSTERMAN DISTRIBUTING	744.44
6/19/2015	293815	KUBICEK, MARIE	92.00
6/19/2015	293816	KZOO TIRE COMPANY	2,021.00
6/19/2015	293817	LACOSTA FACILITY SUPPORT SERVICES	3,360.79
6/19/2015	293818	LAURENCE SHAFFER	1,175.00
6/19/2015	293819	LAWSON PRODUCTS, INC	1,816.35
6/19/2015	293820	LOUNSBURY EXCAVATING, INC.	23,400.00

CITY OF PORTAGE CHECK REGISTER
DATE FROM: 06/07/15 TO 06/21/15

Check Date	Ref No.	Vendor Name	Amount
6/19/2015	293821	LOUTHAN, WILLIAM F	288.00
6/19/2015	293822	LOWE'S HOME CENTER	11.37
6/19/2015	293823	MAIL MANAGEMENT	462.51
6/19/2015	293824	MCDONNELL, JOSEPH	362.19
6/19/2015	293825	MCDONNELL, JOSEPH	428.52
6/19/2015	293826	MCNALLY ELEVATOR CO.	1,667.10
6/19/2015	293827	MELISSA RAY	80.00
6/19/2015	293828	MENARDS, INC	641.96
6/19/2015	293829	MICH AMATEUR SOFTBALL ASSOC	3,780.00
6/19/2015	293830	MICH MUNICIPAL POLICE & FIRE REPAIR	472.68
6/19/2015	293831	MICHAEL MEIER	144.00
6/19/2015	293832	MICHIGAN ASSOC. OF PLANNING	700.00
6/19/2015	293833	MICHIGAN ELECTION RESOURCES, LLC	1,522.86
6/19/2015	293834	MICHIGAN PAVEMENT MARKINGS LLC	89,000.00
6/19/2015	293835	MICHIGAN PAVING & MATERIALS CO.	319,929.46
6/19/2015	293836	MICHIGAN PAVING & MATERIALS CO.	10,836.08
6/19/2015	293837	MICHIGAN STATE FIREMANS ASSOC.	802.20
6/19/2015	293838	MIDWEST CUSTOM EMBROIDERY COMPANY	400.00
6/19/2015	293839	MIDWEST SPORTS SUPPLY	179.85
6/19/2015	293840	MILWAUKEE FOOD AND CITY TOURS	1,430.00
6/19/2015	293841	MLIVE MEDIA GROUP	4,327.12
6/19/2015	293842	MODERN TILE & CARPET, INC.	821.13
6/19/2015	293843	MODERNISTIC CARPET CLEANING CO	4,310.00
6/19/2015	293844	MULDER WATERPROOFING & SEALANTS	960.00
6/19/2015	293845	NAT'L ASSOC OF FIRE INVESTIGATORS	180.00
6/19/2015	293846	NATIONAL FIRE PROTECTION ASSOC	243.70
6/19/2015	293847	NEW FRESH CLEANING SERVICE	115.00
6/19/2015	293848	NEW WORLD SYSTEMS	31,329.00
6/19/2015	293849	NICOLE MCINNIS	100.00
6/19/2015	293850	OFFICE DEPOT, INC.	954.31
6/19/2015	293851	OFFICEMAX INCORPORATED	609.77
6/19/2015	293852	OFFICETEAM	2,789.79
6/19/2015	293853	ONSTAFF USA INC	5,165.88
6/19/2015	293854	PACKING HOUSE RESTAURANT	768.69
6/19/2015	293855	PATESEL, TERRY	352.50
6/19/2015	293856	PAUL KRICK	276.00
6/19/2015	293857	PEERLESS, INC.	76.32
6/19/2015	293858	PETERMAN CONCRETE CO.	1,853.25
6/19/2015	293859	PETTY CASH-CITY MANAGER	200.00
6/19/2015	293860	PETTY CASH-DPS	470.49
6/19/2015	293861	PETTY CASH-FIRE	388.22
6/19/2015	293862	PETTY CASH-POLICE DEPT.	330.23
6/19/2015	293863	PETTY CASH-SENIOR CENTER	500.34
6/19/2015	293864	PLANNING & ZONNING NEWS	350.00
6/19/2015	293865	PORTAGE CLEANERS & LAUNDRY	1,148.40
6/19/2015	293866	POSITIVE CONCEPTS, INC.	137.58
6/19/2015	293867	PREMIER TRUCK SALES & RENTAL, INC.	300.00
6/19/2015	293868	PRINTING SERVICES INC	523.90
6/19/2015	293869	PRO APPRAISAL SERVICES, LLC	400.00
6/19/2015	293870	PROFESSIONAL LAKE MANAGEMENT	707.91
6/19/2015	293871	QUADRANT II MARKETING, LLC	2,093.40

CITY OF PORTAGE CHECK REGISTER
DATE FROM: 06/07/15 TO 06/21/15

Check Date	Ref No.	Vendor Name	Amount
6/19/2015	293872	RATHCO SAFETY SUPPLY, INC.	534.35
6/19/2015	293873	RENEWED EARTH, INC.	7,916.74
6/19/2015	293874	REPUBLIC SERVICES OF WEST MICHIGAN	45,092.74
6/19/2015	293875	RESTORATIVE LAKE SCIENCES, LLC	1,500.00
6/19/2015	293876	RIDGE AUTO NAPA	2,522.16
6/19/2015	293877	RONI THEBO-PARK	100.00
6/19/2015	293878	ROWLEY BROTHERS, INC.	529.90
6/19/2015	293879	SANDERSON DEHAAN IRRIGATION	57.28
6/19/2015	293880	SCAR DESIGNS, LLC	584.85
6/19/2015	293881	SCHIRA, CHUCK	155.98
6/19/2015	293882	SECANT TECHNOLOGIES	3,920.00
6/19/2015	293883	SEPANIK, LOUISE	108.30
6/19/2015	293884	SEVERANCE ELECTRIC COMPANY,INC	3,705.35
6/19/2015	293885	SHANG HAI ICHIBAN	706.00
6/19/2015	293886	SHERWIN WILLIAMS	38.87
6/19/2015	293887	SIMMONS FORD	118.82
6/19/2015	293888	SINOTTE, SANDY	78.00
6/19/2015	293889	SOCIETY FOR HUMAN RESOURCE MGMT	190.00
6/19/2015	293890	SOPOCI, CHRISTINE	92.00
6/19/2015	293891	ST. AUGUSTINE CATHEDRAL SCHOOL	50.00
6/19/2015	293892	STACY FRENCH	112.05
6/19/2015	293893	STATE SYSTEMS RADIO, INC	1,306.72
6/19/2015	293894	STEENSMA LAWN & POWER EQUIPMENT	727.24
6/19/2015	293895	STEPHANIE TUCKER	100.00
6/19/2015	293896	SUSAN THOMAS	100.00
6/19/2015	293897	SYNERGISTIC ONLINE SOLUTIONS	1,865.00
6/19/2015	293898	T D S METROCOM, LLC	3,263.71
6/19/2015	293899	T-MOBILE USA INC	29.99
6/19/2015	293900	TARA MUHA	100.00
6/19/2015	293901	TIFFANY HOLMES	100.00
6/19/2015	293902	TODD ARBANAS ENTERPRISES INC.	3,000.00
6/19/2015	293904	TRACY SCHMITT	240.64
6/19/2015	293905	TREMCO	1,349.68
6/19/2015	293906	TRINITY LUTHERAN	50.00
6/19/2015	293907	U S LAWNS- KALAMAZOO	435.48
6/19/2015	293908	U S POSTMASTER	4,000.00
6/19/2015	293909	U S POSTMASTER	225.00
6/19/2015	293910	UNDERGROUND PIPE & VALVE, INC.	510.00
6/19/2015	293911	UNITED PARCEL SERVICE	40.58
6/19/2015	293912	UNITED PARTY & EVENT SERVICES	882.25
6/19/2015	293913	USA TODAY	180.00
6/19/2015	293914	USA TODAY	142.06
6/19/2015	293915	VANDEBILT, JOHN	144.00
6/19/2015	293916	VANGUARD FIRE & SUPPLY CO., INC.	317.06
6/19/2015	293917	VERIZON WIRELESS SERVICES, LLC	2,403.25
6/19/2015	293918	WATKINS, GREG	230.00
6/19/2015	293919	WATSON, SHIRLEY	369.40
6/19/2015	293920	WEISGERBER, JOHN	33.66
6/19/2015	293921	WELLER AUTO PARTS INC.	2,240.00
6/19/2015	293922	WINDER POLICE EQUIPMENT, INC.	8,394.47
6/19/2015	293923	WRAPS N SIGNS	1,845.00

CITY OF PORTAGE CHECK REGISTER
 DATE FROM: 06/07/15 TO 06/21/15

Check Date	Ref No.	Vendor Name	Amount
6/19/2015	293924	XAVUS SOLUTIONS	200.00
6/19/2015	293925	XEROX CORPORATION	1,144.70
6/19/2015	293926	ZANTELO'S INTERIOR CARE. LLC.	1,116.82
		SUBTOTAL:	
			211 CHECKS
			1,169,475.00
6/10/2015	6/10/2015	Consumers Auto-Pay	8,164.96
6/11/2015	6/11/2015	Consumers Auto-Pay	1,488.34
6/12/2015	6/12/2015	Consumers Auto-Pay	15,892.54
6/15/2015	6/15/2015	Consumers Auto-Pay	10,708.79
6/16/2015	6/16/2015	Consumers Auto-Pay	4,925.33
6/17/2015	6/17/2015	Consumers Auto-Pay	12,900.70
6/18/2015	6/18/2015	Consumers Auto-Pay	2,013.84
		SUBTOTAL:	
			7 CHECKS
			56,094.50
TOTAL:			
			263 CHECKS
			1,529,333.53

** (A) DENOTES ACH PAYMENTS

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Upgrade of Police Division Records Management and Computer-Aided-Dispatch

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

ACTION RECOMMENDED: That City Council authorize the additional software license agreement with New World Systems, Inc. to upgrade the current police records management and computer-aided-dispatch software, including data conversion, at a cost of \$491,275 and authorize the City Manager to execute all documents related to this agreement on behalf of the city.

The City of Portage Department of Public Safety Police Records and Public Safety Communications divisions have been using New World Systems software for records management, document retention, police case management and computer-aided dispatching for more than 25 years. The software has been very reliable, producing excellent data, which is regularly extracted and analyzed. However, the current data platform is old and not fully Microsoft compliant. The proposed New World software will upgrade the current record system and allow the Public Safety Communications Division to collect necessary data for continued accreditation for both the Police and Fire Divisions. The upgrade includes data conversion, which will allow for 25 years' worth of data and police records to be converted to the new software. This data is continually utilized to analyze crime patterns, manage resources, and assist in criminal investigations.

New World Systems is a sole source vendor, as the software license agreement is for an upgrade to the current software utilized by the city. This upgrade was also included as part of the comprehensive discussion of the FY 2015-2016 budget with City Council.

The approval for the purchase of additional hardware will be recommended to Council during the project management, implementation and training phase. The hardware upgrade purchase will be made through the city's information and technology vendor, PCM, at a cost which is not expected to exceed \$70,000.

FUNDING: Sufficient funding is budgeted and available in the FY 2015-2016 Police Division Capital Improvement Project budget for this project.

Attachments: Not Applicable

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Freedom of Information Act Changes

SUPPORTING PERSONNEL: James Hudson, City Clerk

ACTION RECOMMENDED: That City Council authorize the City Manager to adjudicate all appeals made to the head of the public body of the City of Portage for a reduction of a fee assessed in response to a FOIA request for a public record search, the necessary copying of a public record for inspection, or for providing a copy of a public record, where the amount of the assessed fee does not exceed \$20,000.

On July 1, 2015, several changes to the Freedom of Information Act (FOIA) became effective. The amended Act requires a public body to establish specific written procedures and guidelines for FOIA requests and to make these documents available to the public free of charge in hard copy format or via a the city website. As part of the procedures and guidelines, the public body must clearly list and explain each of six new fee components authorized under the new legislation, which include several categories of labor costs associated with producing public records, whether in paper or electronic form; costs of non-paper physical media used to produce public records (e.g., DVDs, flash drives); copying costs; and postage costs. As a result of the new fee components, the City of Portage Charges for Documents listing, which is approved by the City Council every December, has been updated. Attached is a comparison of the charges for documents under the previous version of the law compared to the new version.

The previous version of the Act provides for the appeal of the denial of records but did not expressly provide for an appeal of an excessive fee. The new legislation states that fees exceeding the amount permitted under the Act may be appealed to the Head of the Public Body. The Portage City Council has traditionally acted as the Head of the Public Body when handling an appeal for the denial of records. Given that the City Manager under city ordinance has the authority to expend city funds up to \$20,000 without the approval of the City Council, it seems practical to authorize the City Manager to act as the Head of the Public Body in all Freedom of Information Act excessive fee appeals up to \$20,000. The City Council would still receive and act on appeals related to a denial of records.

The City of Portage has adopted written procedures and guidelines for FOIA requests and has posted the documents to the City Clerk webpage of the city website. The website link to the policies is notated on all of the FOIA forms on the website and will also be shown on all FOIA responses. City staff will continue to inform FOIA requestors when the requested information is available on the city website, in lieu of providing the public records. The city is otherwise prepared to adhere to all of the new FOIA law requirements.

FUNDING: N/A

Attachments: Charges for Documents Comparison

**CITY OF PORTAGE
2015 CHARGES FOR DOCUMENTS**

ORIGINATING DEPARTMENT	DOCUMENT TITLE	FORMER CHARGES	NEW CHARGES	ONLINE AVAILABILITY
City Manager	Advisory Board Minutes	No Charge	No Charge	Last Twelve Months Online for: Minutes and Agendas for Construction Board of Appeals, Human Services Board, Zoning Board of Appeals, Planning Commission, DDA and EDC/TIFA, L.D.F.A., Historic District Commission, Senior Citizens Advisory Board, Park Board and Environmental Board.
	Advisory Board Agendas	No Charge	No Charge	See Above
	Advisory Board Agenda Packets	\$4.00/ea.	\$.10/pg + *	Available Online
	City Maps	No Charge	No Charge	GIS Mapping Service Available Online
Finance	Budget (Paper copy)*	\$30.00	\$.10/pg + *	Available Online
	Budget CD ROM*	Plus Mailing \$5.00	Plus Mailing	Available Online
	Comprehensive Audit (Paper Copy)	Plus Mailing \$30.00	Plus Mailing \$.10/pg + *	Available Online
	Comprehensive Audit CD ROM*	Plus Mailing \$5.00	Plus Mailing	Available Online
	*Upon Availability	Plus Mailing \$50.00	No Charge	Not Available Online
	Full Copy of Electronic Property Tax File	No Charge	No Charge	Available Online
	Tax Payment Receipts (duplicates requested other than time of payment)	No Charge	No Charge	Available Online
	Individual Parcel Look-up Online	No Charge	No Charge	Available Online
	Special Assessment/Tax History on computer (since 2004)	\$2.00/year		Not Available Online
	Special Assessment/Tax History not on computer (prior to 2004)	\$5.00		Not Available Online
	Utility Bill History Information			
	* Upon Availability			
Assessor	Property Appraisal Card/Owner of Record	No Charge	No Charge	Not Available Online
	Property Appraisal Card/Non-Property Owner	\$1.00/ first page then \$0.10 /pg.	\$.10/pg + *	Not Available Online
	Additional Cards	\$0.10/pg.	\$.10/pg + *	Not Available Online
	Data Sales Report	\$3.00/pg.	\$.10/pg + *	Not Available Online
	Annual Database download for Realtors Association	\$50.00	*	Not Available Online

**CITY OF PORTAGE
2015 CHARGES FOR DOCUMENTS**

CHARGES FOR DOCUMENTS CONT.

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CHARGES PER COPY		ONLINE AVAILABILITY
		FORMER	CURRENT	
Purchasing	Bid Specifications (First copy)	No Charge	No Charge	Available Online
	Contract Conditions & Specifications Additional Copy	No Charge \$25.00	No Charge \$.10/pg + *	Available Online
	City Charter	\$6.00	\$2.40	Available Online
City Clerk	Precinct Maps (Color)	\$6.00	\$6.00	GIS Mapping Service Available Online
	Council Minutes and Agendas Council Agenda Packets	No charge \$25.00 Plus Mailing \$30.00/hr. Plus \$1.00/CD \$1.00/CD	No charge \$.10/pg + *	Prior Year Available Online Prior Year Available Online
	Qualified Voter Information (plus postage)		*	Not Available Online
	Qualified Voter Information-Electronic Copy Tax Abatement Application	2% of taxes abated during the term of the tax abatement not to exceed \$1,800.00	2% of taxes abated during the term of the tax abatement not to exceed \$1,800.00	Not Available Online Available Online
Employee Development	Employee Records - If Available to employee or designee			Not Available Online
	1st Copy	No Charge	No Charge	
	2nd copy To non-employee	\$0.40/pg. \$0.40/pg.	\$.10/pg + * \$.10/pg + *	
Benefit Services	Employee Records - If Available to employee or designee			Not Available Online
	1st Copy	No Charge	No Charge	
	2nd copy To non-employee	\$0.40/pg. \$0.40/pg.	\$.10/pg + * \$.10/pg + *	
Fire	EMS Reports	\$5.00	\$.10/pg + *	Not Available Online
	Environmental Impact Statements	\$31.80/hr. \$5.00 minimum	\$.10/pg + *	Not Available Online
	NFIRS Reports	\$5.00	\$.10/pg + *	Not Available Online

**CITY OF PORTAGE
2015 CHARGES FOR DOCUMENTS
CHARGES FOR DOCUMENTS CONT.**

ORIGINATING DEPARTMENT	DOCUMENT TITLE	FORMER	CHARGES PER COPY CURRENT	ONLINE AVAILABILITY
Fire (Continued)	Compliance Checks	\$100.00 plus \$20.00 for ea. Add'l Unit	Non-FOIA	Not Available Online
	Research	\$31.80/hr.	*	Not Available Online
	Digital Photos to Disc	\$31.80/hr.	*	Not Available Online
	Bi-directional Amplifier Permit	\$45.00 plus Testing Fee	Non-FOIA	Not Available Online
Police	POLICE REPORTS:			
	Minor Incident Report	\$3.50	\$.10/pg + *	Not Available Online
	Up to 20 pages	\$5.00	\$.10/pg + *	Not Available Online
	From 21-40 pages	\$7.00	\$.10/pg + *	Not Available Online
	From 41-60 pages	\$9.00	\$.10/pg + *	Not Available Online
	Accident Reports:			
	UD-10 Form	\$5.00	\$.10/pg + *	Not Available Online
	w/supplemental Info up to 20 pages	\$5.00	\$.10/pg + *	Not Available Online
	From 21-40 pages	\$7.00	\$.10/pg + *	Not Available Online
	From 41-60 pages	\$9.00	\$.10/pg + *	Not Available Online
	Over 60 pages	Cost/hr.	\$.10/pg + *	Not Available Online
	Police Reports Facsimile Charge	\$0.50/ea.	No Charge	Not Applicable
	Photographs			Not Available Online
	Booking Photo	\$3.50	\$.38 + *	Not Available Online
	Booking Room Videos, Lobby Videos, Interview Videos, Evidence Videos and Mobile Video Digital Recordings	\$34.50/hr. Plus \$1.50/DVD	\$.38 + *	Not Available Online
	*Digital Photos to Disc	\$25.00 minimum	\$.38 + *	Not Available Online
	Visa Clearance	\$34.00/hr.	\$.38 + *	Not Available Online
Audio Tapes	\$11.00	\$11.00	Not Available Online	
	\$22.15/hr. Plus \$1.00/CD	\$.38 + *	Not Available Online	
Non-criminal Fingerprints				
Resident or Portage Business	\$8.00/card	\$8.00/card	Not Available Online	
Non-resident	\$15.00/card	\$15.00/card	Not Available Online	
Application to Set Aside Conviction Permit	\$8.00	Through the Court	Not Available Online	
Bond Fee	\$10.00	\$10.00	Not Available Online	

**CITY OF PORTAGE
2015 CHARGES FOR DOCUMENTS**

CHARGES FOR DOCUMENTS CONT.

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CHARGES PER COPY		ONLINE AVAILABILITY
		FORMER	CURRENT	
	PAPER FORMAT - IN COLOR:			
Community Development (Maps, plans, tracings, plats, etc.)	8 x 11 ("A" size) without Aerial	\$1.00	\$1.00	GIS Mapping Service Available Online
	11 x 17 ("B" size) without Aerial	\$2.00	\$2.00	
	18 x 24 ("C" size) without Aerial	\$3.00	\$3.00	
	24 x 36 ("D" size) without Aerial	\$5.00	\$5.00	
	30 x 30 ("E" size) without Aerial	\$10.00	\$10.00	
	8 x 11 ("A" size) with Aerial	\$2.00	\$2.00	
	11 x 17 ("B" size) with Aerial	\$5.00	\$5.00	
	18 x 24 ("C" size) with Aerial	\$10.00	\$10.00	
	24 x 36 ("D" size) with Aerial	\$20.00	\$20.00	
	30 x 30 ("E" size) with Aerial	\$25.00	\$25.00	
	Building Plan/Site Plan (24x36) (copyright restrictions may apply)	\$5.00/sheet	\$5.00/sheet	Not Available Online
	Planning and Zoning Code with Land Development Regulations	\$25.00 Plus Mailing	\$.10/pg + *	Available Online
	Zoning Map, Future Land Use Map (11x17)	\$5.00	\$5.00	Available as part of GIS Mapping Service
	Zoning Map, Future Land Use Map (24x36)	\$10.00	\$10.00	Available as part of GIS Mapping Service
	Subdivision and Land Division Regulations	\$5.00	\$.10/pg + *	Available Online
	Comprehensive Master Plan	\$40.00 Plus Mailing	\$.10/pg + *	Available Online
	Comprehensive Master Plan - CD ROM	\$5.00	\$.38 + *	Available Online
	Major Thoroughfare Plan Status update	\$7.00 Plus Mailing	\$.10/pg + *	Available Online
	Capital Improvement Program (CIP)	\$40.00 Plus Mailing	\$.10/pg + *	Available Online
	Capital Improvement Program (CIP) - CD ROM	\$5.00	\$.38 + *	Available Online
	Property Notification Address List	\$20.00	\$.10/pg.	Not Applicable
	CDBG Consolidated Plan	\$10.00 Plus Mailing	\$.10/pg + *	Available Online
	CDBG Annual Action Plan	\$5.00 Plus Mailing	\$.10/pg + *	Available Online
	Analysis of Impediments to Fair Housing Study	\$10.00 Plus Mailing	\$.10/pg + *	Available Online
	DIGITAL FORMAT:			
	Digital Aerial Photo of City (one foot pixel resolution)	\$40/section	\$40/section	GIS Mapping Services Available Online
	Digital Aerial Photo of Entire City - All Sections	\$750.00	\$750.00	GIS Mapping Services Available Online

**CITY OF PORTAGE
2015 CHARGES FOR DOCUMENTS**

CHARGES FOR DOCUMENTS CONT.

ORIGINATING DEPARTMENT	DOCUMENT TITLE	CHARGES PER COPY		ONLINE AVAILABILITY
		FORMER	CURRENT	
Community Development (Continued) (Maps, plans, tracings, plats, etc.) Continued	Digital Topographic Maps	\$25/quarter section	\$25/quarter section	GIS Mapping Services Available Online
	All 36 Sections	\$1,500.00	\$1,500.00	GIS Mapping Services Available Online
	Digital (GIS) Map Layers (streets, hydrology, zoning, etc.)	\$100/layer	\$100/layer	GIS Mapping Services Available Online
	Digital (GIS) Parcel Map Layer	0.10/parcel	\$.10/parcel	GIS Mapping Services Available Online
		\$25 minimum	\$25 minimum	
		\$750 maximum	\$750 maximum	
		\$50.00/hr.	*	
		\$10/request	*	
				GIS Mapping Services Available Online
				Not Available Online
Information Technology	Compact Disk	\$1.00/ea.	\$.38 + *	Not Applicable
	DVD Productions (copy of)	\$1.50/ea.	\$.38 + *	Not Applicable
	Computer Research	\$50.00/hr.	*	Not Applicable

* NOTE: Charge per document is \$.10/page, labor costs and up to 50% of the hourly wage for benefit costs of lowest paid individual capable of performing the work, plus mailing costs. For requests involving in excess of 15 minutes of staff time, the charge will be based on the nearest quarter-hour increment after the first quarter hour rounded down.

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Committee of the Whole Meetings Summary – Information Only

Following the City Council Goal Setting Session on December 15, 2014, the Council began holding Council of the Whole (COW) meetings prior to the regularly scheduled City Council meetings as a way to address identified strategic priorities (see attached). As a summary for the Council, the following meetings have been conducted:

1. January 20, 2015 – Enhance Economic Development

Discussion involved the potential of the City of Portage becoming a member of Southwest Michigan First at a certain level, working with Southwest Michigan First on finding opportunities to promote “speed to market” and working on development incentives, particularly as they relate to PA198 abatements.

2. February 10, 2015 – Enhance Economic Development

Discussion involved recommended revisions to the City of Portage PA198 Policy and the historical use of and potential changes to the Tax Increment Financing and Brownfield Redevelopment Policy.

3. February 24, 2015 – Enrich Culture

Discussion involved public / private funding for and expansion of art and cultural activities in Portage, consideration for an arts council of some configuration, the importance of providing “highly participatory” events and the potential for collaboration with the Arts Council of Greater Kalamazoo.

4. March 10, 2015 – City Retail Profile and Increase Community Engagement

The topic of the city retail profile and commercial uses in the City of Portage, which was deferred from the February 10, 2015 COW meeting, was discussed, including current retail trends, the quality of current commercial retail establishments and the need for the city to be prepared should the Crossroads Mall show signs of closing.

A discussion concerning City Visioning involved a review of recent citizen engagement opportunities, including the City Centre Area Plan, the 2014 Community Survey, the 2013 Business Sign Forum, the Lake Center District Informational Planning Meeting and the update to the Comprehensive Plan. Suggestions for a visioning renewal event were also discussed.

5. March 24, 2015 – Promote Community Engagement and the Role of Social Media

Discussion involved the different types of mainstream social media and those types used by municipalities; the types of social media currently being used by the City of Portage; the need

to develop goals, objectives and a mission statement surrounding social media use and the importance of a collaborative effort between the Council and the Administration during the development of a social media platform.

6. April 14, 2015 – Support Regionalization while focusing on Portage

Discussion involved the current efforts of the City Administration to create and maintain partnerships with regional entities such as the Kalamazoo County Consolidated Dispatch Authority, the Kalamazoo County Transportation Authority, Portage Public Schools, the City of Kalamazoo, among others; the potential for an annual meeting between the Portage Public Schools, the Portage District Library and the City of Portage and current and ongoing regional projects, such as non-motorized transportation (trails), emergency response efforts, Public Media Network, Respecting Differences, Kalamazoo County Substance Abuse Task Force, as examples.

7. April 28, 2015 – Audit and Enhance Aging Infrastructure

With regard to Aging Neighborhoods, the discussion involved the City Administration's three-part Neighborhood Revitalization program, which ran from 2010 to 2013; low-income housing programs; preservation of the aging housing stock and efforts not only to enforce zoning code violations but to educate the community about the importance of property maintenance.

The discussion about local roads involved a review of the PASER ratings of Portage roadways and the potential use of the proposed "Stabilization Fund" to accelerate certain CIP projects involving the rehabilitation of local roads.

8. June 23, 2015 – Public Safety Long-Term Planning

Discussion involved an overview of the ongoing Fire Division accreditation process; management of EMS calls and body-worn cameras, including limitations of the system, privacy issues, FOIA and retention requirements and a plan to purchase ten (10) cameras for a pilot program.

One additional strategic priority was identified as part of the Council Goal Setting Session – *Ensure Long Term Financial Stability*. It was determined that this topic was sufficiently addressed as part of the budget review sessions and previous COW meetings. As an alternative, the Council held a COW meeting to discuss *Public Safety Long-Term Planning* on June 23, 2015, focusing on the topics of body cameras, firefighter certification and social interaction with members of the community who are sensitized to police performance in the field.

Looking forward, an early fall (October) COW meeting to discuss the FY15 end-of-year unappropriated fund balance above and beyond the Council-prescribed 24% fund balance is planned. At this time, the amount of unappropriated funds over the 24% fund balance is trending upwards of \$2.4 million. A discussion as to how the city might make the best use of these surplus funds is planned, but only after a better-defined figure can be determined through the year-end audit process.

Central Challenge: Develop and maintain the city of Portage to be a place where people want to live, work or do business.

Strategic Priorities

Enhance Economic Development	Enrich culture and increase community engagement	Support and encourage Regionalization while focusing on the city of Portage	Audit, Maintain and Enhance our Aging Infrastructure	Ensure Long-term Financial Stability
<p>Balance economic development with our natural environment</p> <p>Plan to develop large, undeveloped tracks of land</p> <p>Consider pre-approved sites with SWMF</p> <p>Study the retail profile to guide our efforts</p>	<p>Determine effective communication methods – community visioning groups</p> <p>Effectively utilize social media</p> <p>Get the Portager out monthly</p> <p>Establish a Portage Arts Council</p> <p>Enhance bike trails for connectivity and functionality</p> <p>Review dog park</p> <p>Review festival feasibility with outside groups</p>	<p>Develop policy</p> <p>Educate Portage citizens to understand regionalization</p> <p>Monitor Central Dispatch progress</p> <p>Monitor county transit</p> <p>Enhance collaboration with Portage Public Schools, library and city</p>	<p>Identify and monitor degrading neighborhoods and develop action plans to reverse</p> <p>Review all roads and develop a strategic plan moving forward</p> <p>Assess city-owned assets</p> <p>Review the private road policy</p>	<p>Prepare for potential changes to Pfizer / Stryker</p> <p>Review leaf pick up on private streets</p> <p>Reassess commercial and residential property taxes</p> <p>Propose tax stabilization fund and review debt retirement</p>

Initiatives

Adam Herringa

From: Annette Stewart <Annette.B.Stewart@sbcglobal.net>
Sent: Tuesday, June 23, 2015 4:08 PM
To: Barbara Janicke; Adam Herringa; James Hudson; cityofportage@yahoo.com
Subject: Zoning for More Restaurants in Portage

Hello City Council,

I wanted to know if there is going to be any zoning for restaurants in Portage? I see that we have a large quantity of banks being built and we are getting a new jewelry store. We have many banks and jewelry stores in our community, but very few restaurants. It would be nice to have a real Starbucks. The one that we have sells Starbucks coffee. However, if you get a gift card you cannot use it there because it is not an official Starbucks. Other restaurants that would be nice in our community would be: Blaze Pizza, On The Boarder, Bagger Daves, Panda Express, PF Changs, California Pizza, Chick-Fil-A and Chipotle. I'm sure you can think of some others. Thank you for considering some of these restaurants for our community. I think we have plenty of banks and jewelry stores. These restaurants would bring jobs into our community so that people can put money in our many banks and purchase jewelry from our many jewelry stores.

Warm Regards,

Annette Stewart

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.

At the regular City Council meeting of June 9, 2015, City Council preliminarily adopted a resolution to sell the city property at 10323 Archwood Drive for \$18,000 to Dan Vander Ploeg. Per procedures, this resolution was placed on file with the Office of the City Clerk for 28 days, for public review and comment, pending final action at the regular City Council meeting of July 7, 2015. During this period, the Office of the City Clerk received no comments or questions from the public regarding the proposed sale of 10323 Archwood.

Therefore, it is recommended that City Council adopt the resolution to sell city property located at 10323 Archwood Drive.

FUNDING: N/A

Attachments: June 9, 2015 City Council Communication

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

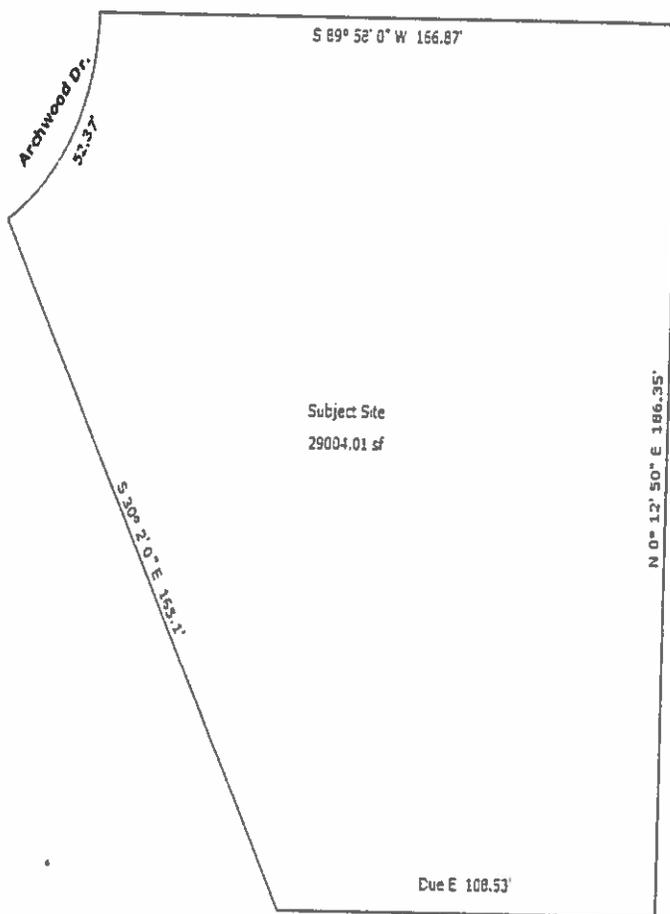
Minimum residential floor area

- 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.

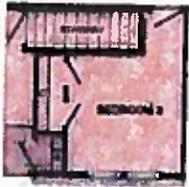
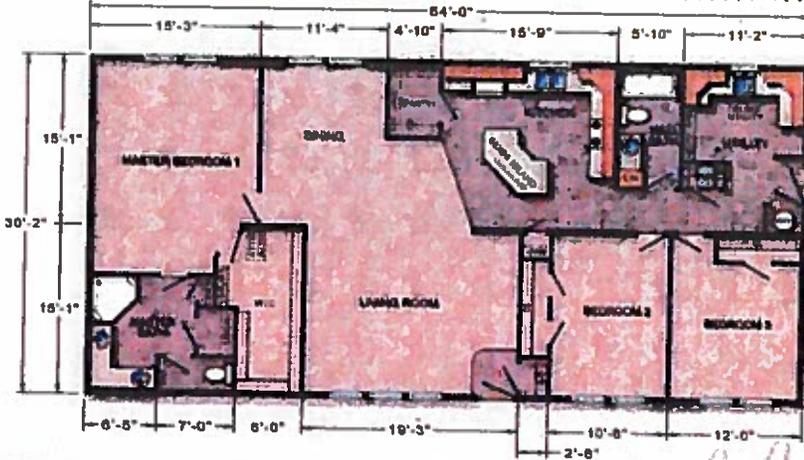


HOME BUYER'S GUIDE

Model 188

Total Living Area: 1,920 sq. ft.

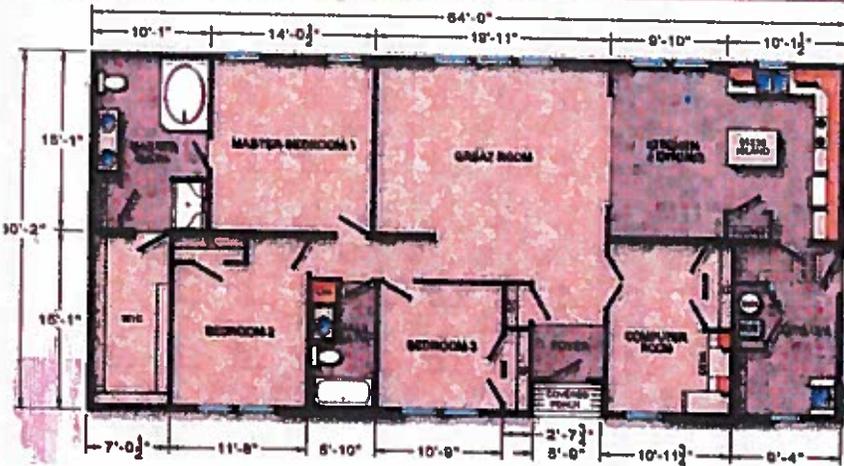
Elevations are artists renditions and not considered exact to specifications.



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

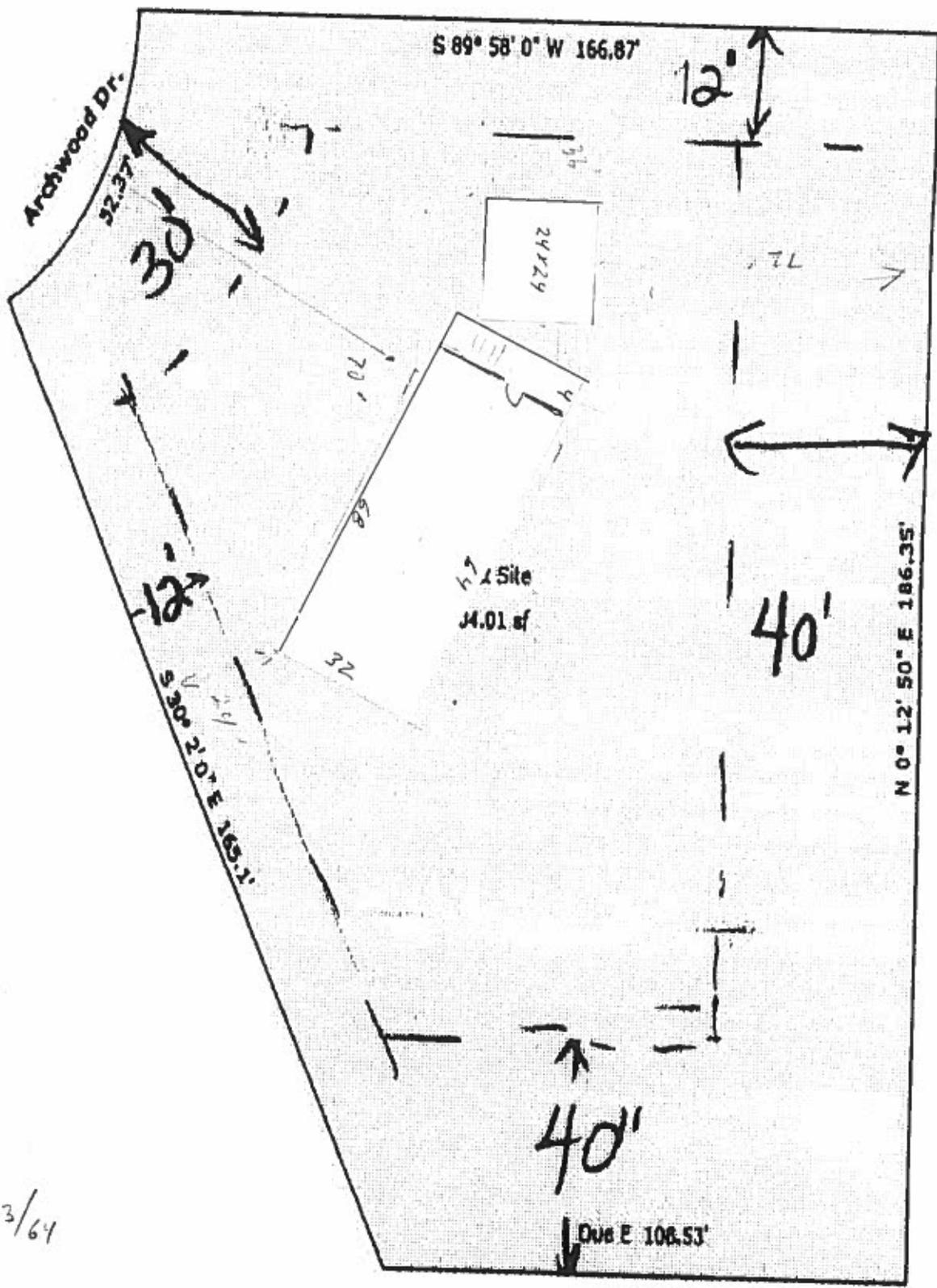


32 FT. WIDE

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) 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.

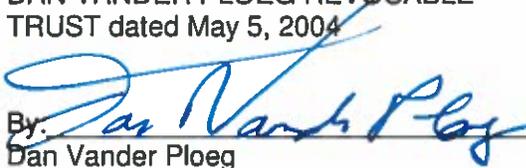
IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year first above written.

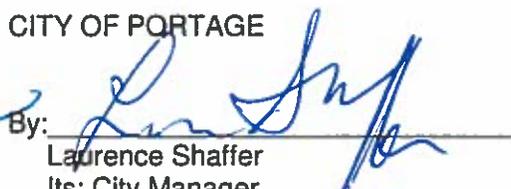
PURCHASER:

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

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 2 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: _____.

WHEREAS, the City Council adopted a Resolution stating its interest to sell certain real estate located in the City of Portage;

WHEREAS, notice of the City's intent to sell such real estate was published in a newspaper of general circulation in the City for the period of time required by City Charter;

NOW, THEREFORE, 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

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

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.

At the regular City Council meeting of June 9, 2015, City Council preliminarily adopted a resolution to sell the city property at 1521 Helen Drive for \$1,600 to Tyrone and Angela Jones. Per procedures, this resolution was placed on file with the Office of the City Clerk for 28 days, for public review and comment, pending final action at the regular City Council meeting of July 7, 2015. During this period, the Office of the City Clerk received no comments or questions from the public regarding the proposed sale of 1521 Helen.

Therefore, it is recommended that City Council adopt the resolution to sell city property located at 1521 Helen Drive.

FUNDING: N/A

Attachments: June 9, 2015 City Council Communication

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.

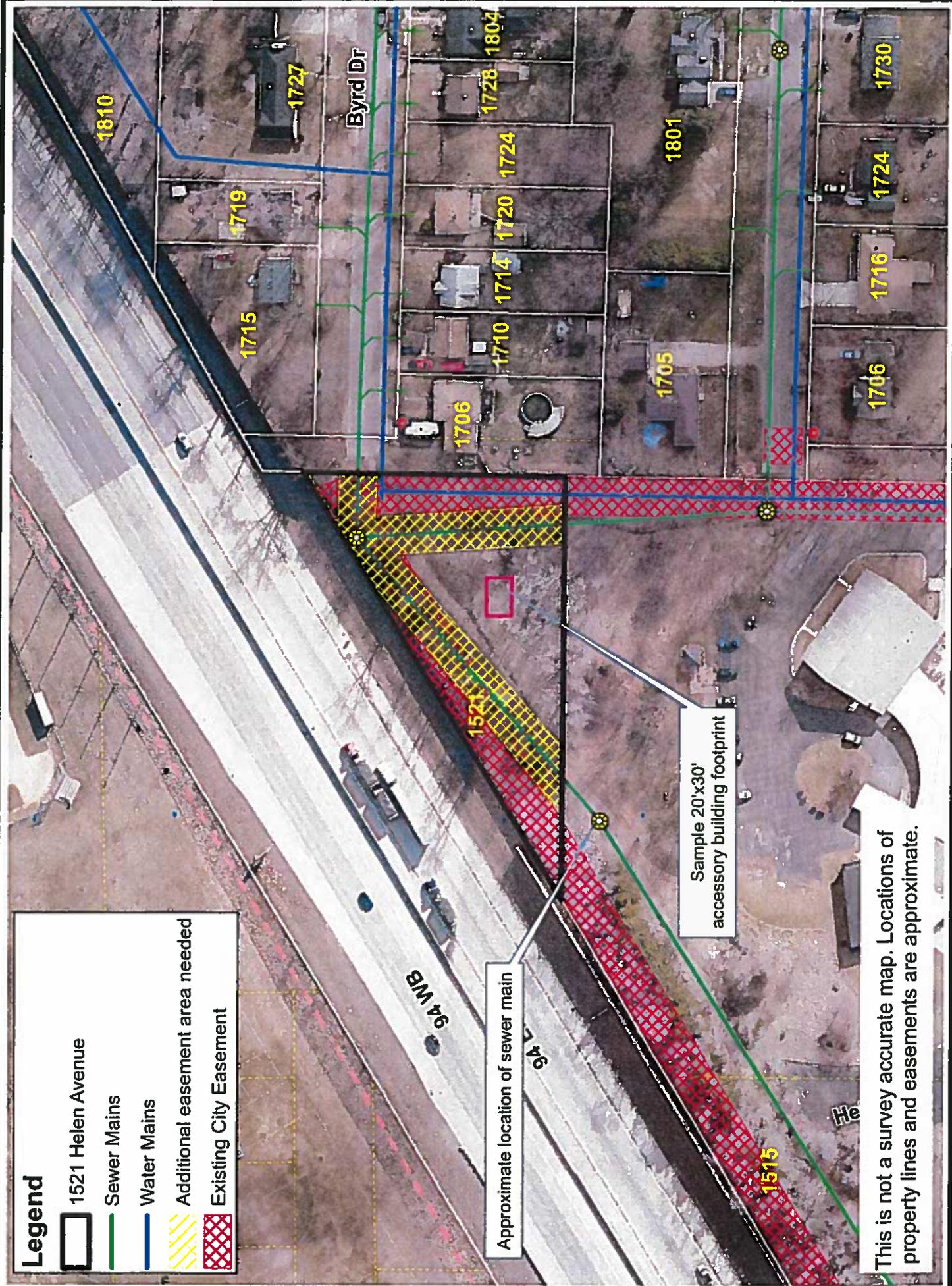
It is recommended that Council adopt the attached resolutions to sell the city property at 1521 Helen Drive for \$1,600, place the resolution on file with the Office of the City Clerk for 28 days and take final action on July 7, 2015.

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.

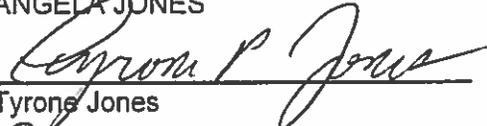
ARTICLE FOURTEEN DUE ON SALE

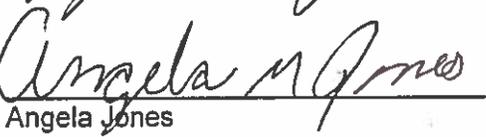
SELLER UNDERSTANDS THAT THE CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) AND/OR DEED IN ESCROW TO WHICH THE PROPERTY MAY BE SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER, OR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


Angela Jones

SELLER:

CITY OF PORTAGE

By: 
Laurence Shaffer
Its: City Manager

APPROVED AS TO FORM

DATE 5/2/15


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\helen drive - jones real estate purchase agreement clean.052815.doc

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 2 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: _____.

WHEREAS, the City Council adopted a Resolution stating its interest to sell certain real estate located in the City of Portage;

WHEREAS, notice of the City's intent to sell such real estate was published in a newspaper of general circulation in the City for the period of time required by City Charter;

NOW, THEREFORE, 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:

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, MI 49002

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
EA

City Attorney

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Sidewalk and Curb Repair Contract – Bid Tabulation

SUPPORTING PERSONNEL: Rod Russell, Director of Public Services

ACTION RECOMMENDED: That City Council award a contract for sidewalk and curb repairs in the amount of \$49,791.20 to Northern Construction Services Corporation of Niles, Michigan and authorize the City Manager to execute all documents related to the contract on behalf of the city.

As part of the city program to effectively maintain and enhance street and pedestrian facilities, plans have been initiated to repair damaged sections of sidewalk and curb throughout the community. This is an ongoing process that is necessary to ensure safety for residents. Damage to sections of sidewalks and curbs are typically caused by tree roots, underground utility maintenance and heavy equipment.

Funding in FY 2015-16 is provided through the Community Development Block Grant (CDBG) Program and sidewalk repairs will be completed within qualified neighborhood areas, such as the Lexington Green and Deerfield/Roanoke neighborhoods, and along New Hampshire Drive.

On June 18, 2015, one bid was received for a comprehensive sidewalk and curb repair project. Northern Construction Services Corporation of Niles, Michigan submitted a bid in the amount of \$49,791.20. Northern Construction Services Corporation has performed several previous city concrete projects and has proven to be a capable vendor. Work would be completed by October 2, 2015.

Therefore, it is recommended that City Council award a contract in the amount of \$49,791.20 to Northern Construction Services Corporation for the repairs of damaged sections of sidewalks and curbs and authorize the City Manager to execute all documents related to the contract on behalf of the city.

FUNDING: Funds are available through the CDBG Program and approved 2015-2016 Capital Improvement Program sidewalk improvements budget.

Attachments: Bid Tabulation

**Bid Tabulation
Sidewalk Repairs**

Northern Construction Services, Corp.
PO Box 1299
Niles, MI 49120

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total</u>
1	Remove/Replace Sidewalk/Ramp 4"	SFT	1,924	\$12.55	\$24,146.20
2	Remove/Replace Sidewalk/Ramp 6"	SFT	412	\$13.00	\$5,356.00
3	Remove/Replace Curb & Gutter Pan	FT	245	\$81.00	\$19,845.00
4	Install sidewalk/handicapped ramp	FT	4	\$111.00	\$444.00
Grand Total					\$49,791.20

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Purchase of Personal Protective Equipment - Bid Tabulation

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

ACTION RECOMMENDED: That City Council authorize the purchase of ten sets of Personal Protective Equipment (PPE) at a cost not to exceed \$23,178.40 and authorize the City Manager to execute all documents related to the purchase on behalf of the city.

Personal protective equipment (PPE), or “turnout gear,” is the first line of protection between firefighters and the hostile environment in which they operate. This equipment must be manufactured in compliance with National Fire Protection Association (NFPA) 1971, *Standard on Protective Ensemble for Structural Fire Fighting*, to conform to MIOSHA regulations. A periodic replacement schedule of every five years for turnout gear has been developed by the Public Safety Department to provide the required level of safety for Fire Division employees, as well as meet the requirements set forth in NFPA 1851, *Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*.

Based on the exceptional performance, wear and comfort by city firefighters, the Fire Division chose to continue with the current turnout gear manufacturer, Morning Pride Manufacturing.

Although a request for proposal was submitted to several companies that supply Morning Pride turnout gear, only one company, Douglas Safety Systems, provided a bid for ten sets of PPE at a cost of \$23,178.40.

Therefore, it is recommended that City Council authorize the purchase of ten sets of PPE from Douglas Safety Systems at a cost not to exceed \$23,178.40 and authorize the City Manager to execute all documents related to the purchase on behalf of the city.

FUNDING: Sufficient funding is budgeted and available in the FY 2015-2016 Fire Division Capital Improvement Project budget for this purchase.

Attachment: Bid Tabulation

**BID TABULATION
FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT**

Douglass Safety Systems
2655 N. Meridian
Sanford, MI 48657

<u>Item</u>	<u>Each</u>	<u>10 Sets</u>
Morning Pride Coat Model LTO3413	\$1,388.32	\$13,883.20
Morning Pricd Pant Model LTO3413	\$929.52	\$9,295.20

Replacement/Additional Purchases

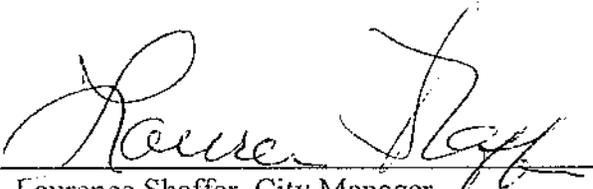
2016 - Coats	\$1,457.74
2016 - Pants	\$976.00
2017 - Coats	\$1,530.63
2017 - Pants	\$1,024.80
2018 - Coats	\$1,607.17
2018 - Pants	\$1,076.04
2019 - Coats	\$1,687.53
2019 - Pants	\$1,129.85



MATERIALS TRANSMITTED

Tuesday, June 23, 2015

1. Communication from the City Manager regarding the landscape plan for Story Point Senior Living Facility, 3821 West Milham Avenue, **Agenda Item F.1**—Information Only.
2. Communication from the City Manager regarding the historic district modification process—Information Only.
3. Communication from the City Manager regarding the single stream recycling program—Information Only.

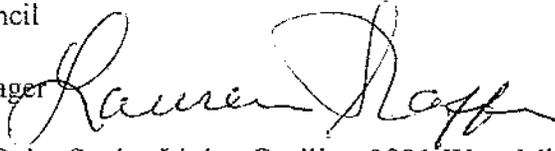


Laurence Shaffer, City Manager

cc: Rob Boulis, Deputy City Manager

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager



SUBJECT: Landscape Plan – Story Point Senior Living Facility, 3821 West Milham Avenue

Attached is an email communication from Mark Murphy of Triple M Investments in regard to minor revisions to the landscape plan for the proposed Story Point Senior Living Facility at 3821 West Milham Avenue. As indicated in the communication, the landscape plan has been revised to substitute White Spruce for Colorado Spruce trees, which are heartier and native to Michigan.

Mr. Murphy is requesting the attached plans be reviewed and approved as part of agenda item F.1, Final/Site Plan for Story Point Senior Living Facility, 3821 West Milham Avenue.

Attachments: June 9, 2015 email communication from Mark Murphy
Revised Overall Planting Plan (L1.01)
Revised Planting Details (L2.01)
Michigan Native Tree list

Christopher Forth

From: Mark Murphy <mmurphy@storypoint.com>
Sent: Tuesday, June 09, 2015 12:13 PM
To: Christopher Forth
Subject: Fwd: Portage Submittal
Attachments: L1.01.pdf; L2.01.pdf; Michigan Native Trees.pdf

Chris

In light of the comments at Planning Commission we have gone ahead and revised the tree types as well as listed below the Michigan native plant list.

Please let me know if you have any questions. Once you are satisfied with the plan changes I can circulate to the residents via Lisa Gallagher.

Thank you

Mark

Begin forwarded message:

From: Buzz Foresi <bforesi@edgela.com>
Subject: RE: Portage Submittal
Date: June 9, 2015 at 5:40:19 AM PDT
To: Mark Murphy <mmurphy@storypoint.com>
Cc: Aaron Seymour <aseymour@storypoint.com>, "Scott Deisler (sdeisler@ph7architects.com)" <sdeisler@ph7architects.com>, Paul Lada <plada@edgela.com>

Here are the updated landscape plans with White Spruce substituted for Colorado Spruce. I'm also sending a listing of Michigan native trees so you can compare to our plant list. We are currently specifying 10 native trees.

If you need further assistance after today please contact Paul Lada in our office for the next couple weeks while I'm out.

Thanks,
-Buzz

Basilio 'Buzz' Foresi, RLA, LEED AP
Senior Associate

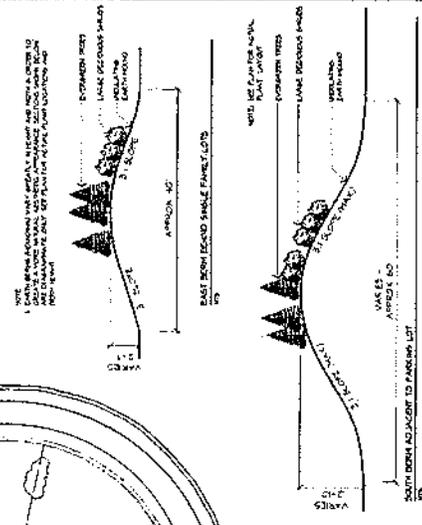
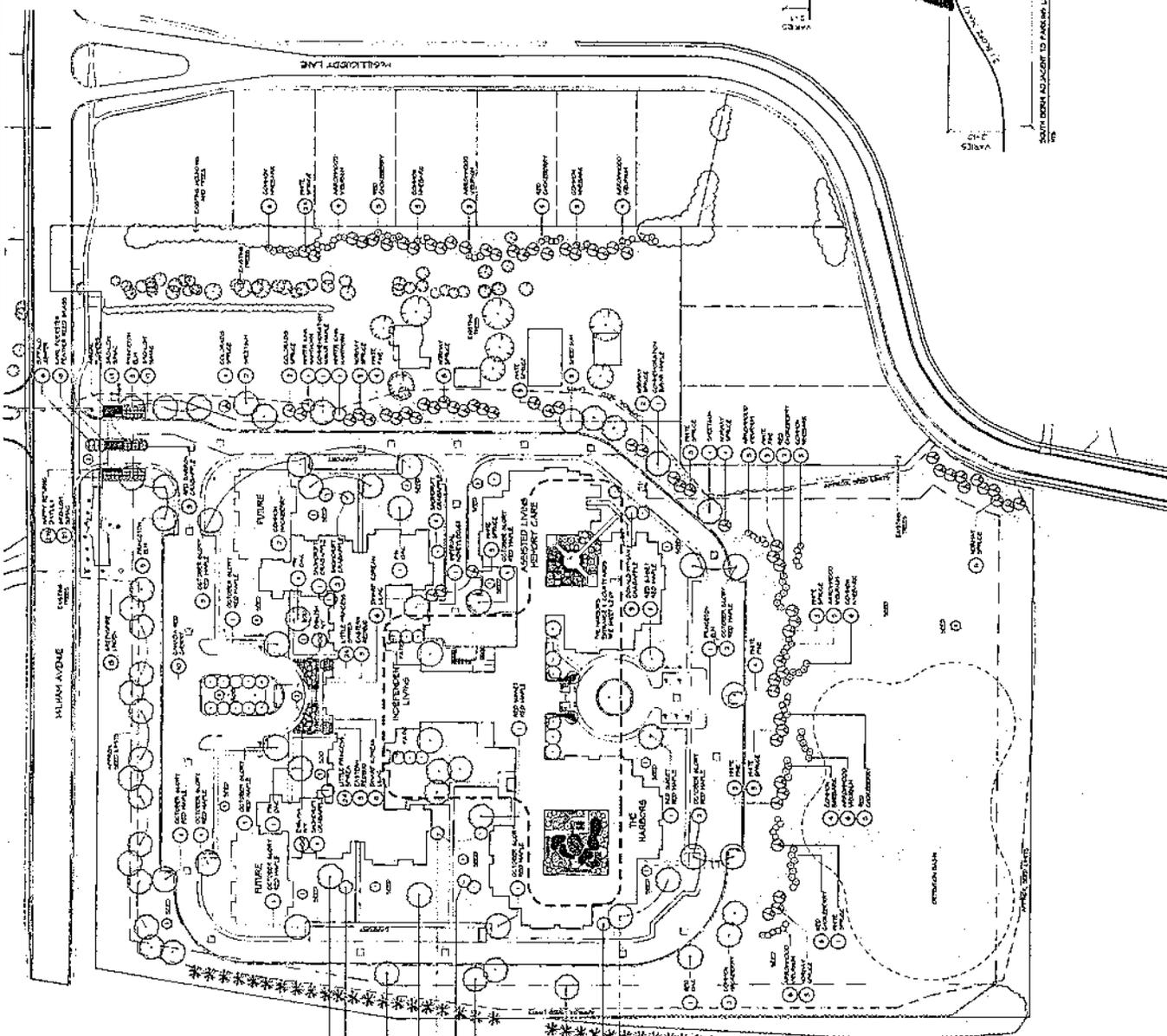
NOT FOR CONSTRUCTION

300 West Spring Street
Suite 200
Ann Arbor, MI 48106
734.769.2500
www.edgeconstruction.com

EDGE
LANDSCAPE ARCHITECTURE
200 WEST SPRING STREET, SUITE 200
ANN ARBOR, MI 48106
734.769.2500



- GENERAL NOTES**
1. REFER TO ALL OTHER PLANS FOR GENERAL NOTES AND SPECIFICATIONS.
 2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE ACT AND ALL APPLICABLE REGULATIONS.
 3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE ACT AND ALL APPLICABLE REGULATIONS.
 4. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE ACT AND ALL APPLICABLE REGULATIONS.
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 6. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE ACT AND ALL APPLICABLE REGULATIONS.
- CONSTRUCTION NOTES**
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MICHIGAN NATIVE TREES

This information is provided as a courtesy by the Michigan Department of Natural Resources, Urban & Community Forestry Program.

<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>HARDINESS ZONE</u>	<u>SIZE CLASS</u>
Fir, Balsam	Abies balsamea	3-5	large>40'
Maple, Red	Acer rubrum	3-9	large>40'
Maple, Sugar	Acer saccharum	3-7	large>40'
Birch, White	Betula papyrifera	2-4	large>40'
Hackberry	Celtis occidentalis	4-9	large>40'
Beech, American	Fagus grandifolia	4-9	large>40'
Cedar, Eastern Red	Juniperus virginiana	2-9	large>40'
Tuliptree	Liriodendron tulipifera	4-9	large>40'
Blackgum	Nyssa sylvatica	5-9	large>40'
Spruce, White	Picea glauca	2-6	large>40'
Pine, Red	Pinus resinosa	2-5	large>40'
Pine, White	Pinus strobus	3-8	large>40'
Cherry, Black	Prunus serotina	4-9	large>40'
Oak, Swamp White	Quercus bicolor	4-7	large>40'
Oak, Bur	Quercus macrocarpa	3-8	large>40'
Oak, Pin	Quercus paustris	5-8	large>40'
Oak, Red	Quercus rubra	5-8	large>40'
Oak, Shumard	Quercus shumardii	5-9	large>40'
Arborvitae	Thuja occidentalis	2-8	large>40'
Basswood	Tilia americana	4-7	large>40'
Birch, River	Betula nigra	4-9	medium 30-40'
Ohio Buckeye	Aesculus glabra	4-6	medium 30-40'
Ironwood	Ostrya virginiana	3-9	medium 30-40'
Spruce, Black	Picea mariana	2-5	medium 30-40'
Maple, Striped	Acer pensylvanicum	3-7	small<30'
Serviceberry, Downy	Amelancier arborea	3-8	small<30'
Hornbeam, American	Carpinus caroliniana	4-8	small<30'
Redbud, Eastern	Cercis canadensis	4-9	small<30'
Dogwood, Flowering	Cornus florida	5-6	small<30'
Dogwood, Grey	Cornus racemosa	4-8	small<30'
Hawthorn	Crataegus spp.	5-8	small<30'
Common Chokecherry	Prunus virginiana	3-8	small<30'
Nannyberry Viburnum	Viburnum lentago	2-8	small<30'



MATERIALS TRANSMITTED
JUNE 23, 2015

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

A handwritten signature in black ink, appearing to read 'Laurence Shaffer', is written over the 'FROM:' line.

SUBJECT: Historic District Modification Process – Information Only

In response to an inquiry regarding Agenda Item G.1 on the June 9, 2015 City Council agenda, attached is a communication from the City Attorney concerning the process to remove a property from a historic district, Ordinance Section 38-37(a) and (b).

Attachments: Communication from City Attorney Randall Brown dated June 19, 2015

RECEIVED

JUN 19 2015

CITY MANAGER'S OFFICE
PORTAGE, MI

RANDALL L. BROWN
& ASSOCIATES, PLC

ATTORNEYS AND COUNSELORS AT LAW

RANDALL L. BROWN
CHARLES R. BEAR
JULIE A. BRADFIELD

DENNIS E. KORDISH (1996-2008)

June 19, 2015

1662 EAST CENTRE AVENUE
PORTAGE, MICHIGAN 49002

TELEPHONE (269) 323-8812
FACSIMILE (269) 323-0055
brownandassociates@art.net

PERSONAL & CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

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

Via Email

Re: Historic Preservation Ordinance

Dear Larry:

In order to remove a property from an historic district, Ordinance Section 38-37(a) and (b) shall apply:

"(a) The sites included in the historic district may be changed by ordinance to add historic districts, modify boundaries of an existing historic district or eliminate an existing historic district. Before establishing, modifying or eliminating a historic district, a historic district study committee, appointed by the city council, shall comply with the procedures in Public Act No. 169 of 1970 (MCL 399.201 et seq., MSA 5.3407(1) et seq.).

(b) In considering elimination of a historic district, the committee shall follow the procedure set forth in Public Act No. 169 of 1970 (MCL 399.201 et seq., MSA 5.3407(1) et seq.), but with the intent of showing one or more of the following:

- (1) The historic district has lost those physical characteristics that enabled establishment of the district.
- (2) The historic district was not significant in the way previously defined.
- (3) The historic district was established pursuant to defective procedures."

These requirements are from Michigan statute.

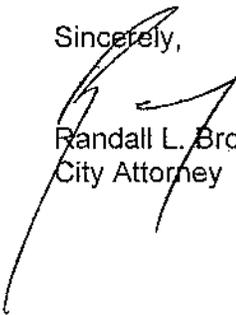
For the elimination of a property, the Historic District Commission shall issue a preliminary report, hold a public hearing and issue a final report. Pursuant to statute, the Historic District Study Committee shall do the following with the intent of showing the factors in Section 38-37(b)(1-3) above:

1. Conduct a photographic inventory of resources within the existing historic district;
2. Conduct basic research of the historic district and the historic resources located within the district;

3. Determine the total number of historic and non-historic resources within the historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the committee shall be guided by the selection criteria for evaluation issued by the United States secretary of the interior for inclusion of sources in the national register of historic places;
4. Prepare a preliminary report that address at a minimum all of the following:
 - a. The charge of the committee.
 - b. The composition of the committee membership.
 - c. The historic district studied.
 - d. The boundaries for the historic district in writing and on maps.
 - e. The history of the historic district.
 - f. The significance of the district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria;
5. Transmit copies of the preliminary report for review and recommendation to the Portage Planning Commission to the Michigan Historical Commission and to the state Historic Preservation Review Board;
6. Make copies of the preliminary report available to the public;
7. Hold a public hearing within 60 days after the transmittal of the preliminary report; and
8. Following the public hearing, prepare and submit a final report with its recommendations and the recommendations, if any, of the Portage Planning Commission to the City Council. If the recommendation is to modify the historic district, the final report must include a draft of a proposed ordinance.

I hope this is what you are looking for. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Randall L. Brown
City Attorney

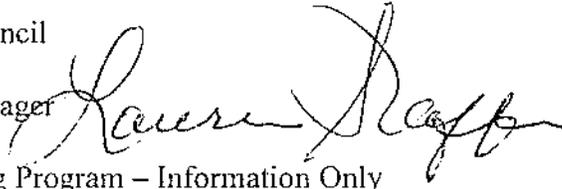
RLB/jat

cc: Mary Beth Block
Erica Eklov

TO: Honorable Mayor and City Council

FROM: Laurence Shaffer, City Manager

SUBJECT: Single Stream Recycling Program – Information Only



In response to an inquiry from Councilmember Ford, the following information is provided concerning the activities associated with upcoming launch of the single stream recycling program in the City of Portage:

- The new single stream recycling program is set to begin on October 1, 2015.
- Recyclable materials will be collected every other week, on the same day of the week that garbage is collected in each neighborhood.
- An education program to advise the public of the enhancements to the Curbside Recycling Program will begin the first part of August.
- The property owners/residents will receive a 95-gallon container by default, unless a request is made for a 65-gallon container. Details about this option will be made available through the education program mentioned above.
- The particulars of the contract with Best Way Disposal are currently being discussed; a fully-executed contract is expected no later than July 1, 2015

Additional details concerning the Curbside Recycling Program are provide in the attached email communication from Deputy City Manager Rob Boulis.

Attachments: E-mail communication from Rob Boulis dated June 22, 2015

Mary Williams

Subject: FW: Recycling

From: Rob Boulis <boulisr@portagemi.gov>

Date: June 22, 2015 at 3:20:36 PM EDT

To: Laurence Shaffer <shafferl@portagemi.gov>

Cc: Ray Waurio <waurior@portagemi.gov>, Rodney Russell <russellr@portagemi.gov>, Judy Johnson <johnsonj@portagemi.gov>

Subject: RE: Recycling

Larry,

Following is an update on the Best Way single stream recycling.

1. Best Way expects to have a contract to the city within the next couple of weeks.
2. Carts have been ordered.
3. The cart manufacturer and/or Best Way plans to establish a web site to facilitate the selection carts and provide general information regarding single stream recycling. Residents will receive a post card from Best Way that will provide information on the web site and can be returned for cart selection. The post card will be sent to the city for review. The post cards are expected to be sent in mid-August. The city and Best Way can answer resident questions regarding card delivery through the web site.
4. Recycled materials will be picked up every other week, on the same day of the week as the trash pickup.
5. Best Way will be represented at the two public information meetings that are planned for August and/or September.
6. Carts will be geo coded to provide assistance with delivery and provide information to Best Way while the truck is servicing the route.
7. The National Cart Marketing (NCM) program was discussed. The Best Way manager we are working with indicated a contractual provision to provide for possible implementation was agreeable. Lids manufactured by **Rehrig Pacific** when NCM reaches an agreement with RP, lid replacement and maintenance and advertiser restrictions are the items that Best Way would want to be in agreement prior to agreeing to the NCM program. No sharing of revenue was discussed.
8. The Environmental Board will be consulted and asked to participate.
9. The City Administration will meet the Environmental Board to discuss ideas for educating the public and ways to increase the amount of recycled materials.
10. Information will be provided in the *Portager*, on a monthly basis following the execution of the contract with Best Way.

Let me know if you have any questions.

Rob Boulis
Deputy City Manager
7900 South Westnedge Avenue

Portage, MI 49002
269-329-4402
boulisr@portagemi.gov
website: www.portagemi.gov

From: Laurence Shaffer
Sent: Friday, June 19, 2015 2:54 PM
To: Richard Ford
Cc: Rob Boulis; Ray Waurio; Rodney Russell; Mary Beth Block
Subject: RE: Recycling

Rich,

No problem. Just had a conversation about that issue this morning. As I understand it, contract has been offered but it and the balance of certifications and indemnifications have not been received. Public hearings and public education will be conducted but not until beginning in August closer to the October 1st kick-off date. The contractor has yet to order the containers. I will ask Ray or Rob to give me a bulleted punch list of activities completed and activities scheduled for the City Council meeting of Tuesday night.

Talk soon. Thank you.

Larry

City Manager
Office of the City Manager
City Hall – 7900 South Westnedge Avenue
Portage, Michigan 49002

Phone – 269-329-4400
Cell – 413-658-7089

From: Richard Ford
Sent: Thursday, June 18, 2015 3:25 PM
To: Laurence Shaffer
Subject: Recycling

Larry:

I know the notice is short, but could you provide council a brief update on recycling roll out during our next meeting.

Thanks,
Rich