

**FINAL AGENDA FOR THE COUNCIL MEETING  
CITY OF PORTAGE  
December 6, 2011**

7:30 p.m. Call to Order.

Invocation: Rev. Scott Oberle of the Portage United Church of Christ.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Recognizing Pfizer Manufacturing, Inc. for its MIOSHA Star designation.
- A. Approval of the November 15, 2011 Regular Meeting Minutes.
- \* B. Approval of Consent Agenda Motions.
- \* C. Communication from the City Manager recommending that City Council approve the Accounts Payable Register of December 6, 2011, as presented.
- D. Public Hearings:
- E. Petitions and Statements of Citizens:
- F. Reports from the Administration:
  - \* 1. Communication from the City Manager recommending that City Council approve:
    - a. Up to one-year contract renewals for employee health insurance offered through Blue Care Network-5 (HMO), Priority Health (HMO) and Blue Cross Blue Shield of Michigan (PPO-1 and Traditional);
    - b. A one-year contract for Blue Care Network-10 (HMO) and Blue Cross Blue Shield of Michigan (PPO-2);
    - c. A two-year contract for Vision Services Plan (VSP);
    - d. Amendment of the Department Head and Non-Union Health Management Program (HMP) and Personnel Rules and Regulations, and authorize the City Manager to execute all documents on behalf of the city.
  - \* 2. Communication from the City Manager recommending that City Council authorize the Mayor and City Clerk to execute a two-year labor agreement between the City of Portage and the United Auto Workers.
  - \* 3. Communication from the City Manager recommending that City Council accept the amendment to Chapter 14 of the Code of Ordinances by adding Article 8, Section 14-202 through Section 14-213, Pawnbrokers and Secondhand Dealers, for first reading and set a second reading with final adoption for December 20, 2011.
  - \* 4. Communication from the City Manager recommending that City Council approve the third five-year contract renewal with United Water Environmental Services, Incorporated, for the provision of utility management and operation services from March 1, 2012, through February 28, 2017, and authorize the City Manager to execute all documents related to this action on behalf of the city.
  - \* 5. Communication from the City Manager recommending that City Council accept a three-year pricing agreement from ADP, Inc., to perform payroll services on behalf of the City of Portage at a first-year cost of \$29,970, a second-year cost of \$30,211 and a third-year cost of \$30,730 and authorize the City Manager to execute all documents related to the contract on behalf of the city.
  - \* 6. Communication from the City Manager recommending that City Council approve the continuation of the service contract with AT&T for analog circuit data line services through November 2014 in the annual amount of \$23,196.

- \* 7. Communication from the City Manager recommending that City Council confirm the City Manager appointments to the Local Development Finance Authority by adopting the Resolution to Appoint Members to the Local Development Finance Authority of the City of Portage.
- \* 8. Communication from the City Manager recommending that City Council authorize the matching of \$1,000 in city funds in response to the Kalamazoo County Public Art Commission request for a Gilmore Foundation grant and authorize the City Manager to execute all documents on behalf of the city.
- \* 9. Communication from the City Clerk recommending that City Council grant the request to transfer ownership of the 2011 Class C Licensed Business with Dance Permit, located at 4261 W. U Avenue, Schoolcraft, MI 49087, Schoolcraft Township, Kalamazoo County, from Schnauzer's Banquet Hall and Catering Service, Inc., to EOA, LLC (Jac's Pizza), and to transfer location (Governmental Unit under MCL 436.1531(1) to 7638 South Westnedge Avenue, Portage, MI 49002, Kalamazoo County and request for New Entertainment Permit.
- \* 10. Communication from the City Clerk recommending that City Council set a Special Meeting on Tuesday, January 10, 2012, beginning at 5:15 p.m. to interview board and commission applicants.
- \* 11. Communication from the City Manager recommending that City Council hold a closed session immediately following the regularly scheduled City Council Meeting of December 6, 2011, to discuss an attorney/client communication.
- \* 12. Communication from the City Manager regarding the Lexington Green Pilot Residential Inspection Program – Information Only.
- \* 13. Communication from the City Manager regarding the Local Development Finance Authority Annual Report – Information Only.

G. Communications:

H. Unfinished Business:

- \* 1. Communication from the City Clerk recommending that City Council adopt Resolution No. 2, reconfirming the sale of excess city property at 7130 South Westnedge Avenue to Jason M. Klein & Associates at a purchase price of \$370,000.

\* I. Minutes of Boards and Commissions Meetings:

- 1. Portage Zoning Board of Appeals of October 10, 2011.
- 2. Portage Board of Education Special and Regular of October 24, Policy Governance of October 26 and Special and Committee of the Whole Work Session of November 7, 2011.
- 3. Portage Environmental Board of October 12, 2011.
- 4. Portage Planning Commission of October 20, 2011.
- 5. Kalamazoo County Board of Commissioners Regular and Committee of the Whole of November 1, 2011.
- 6. Portage Human Services Board of November 3, 2011.

J. Ad-Hoc Committee Reports:

K. New Business:

L. Bid Tabulations:

- \* 1. Communication from the City Manager recommending that City Council approve a contract with Border Energy, Inc., for the procurement of natural gas, with the option for three annual renewals, and authorize the City Manager to execute all documents on behalf of the City of Portage.
- \* 2. Communication from the City Manager recommending that City Council award a 2.5 year contract to Maurers Textile Rental Service, Incorporated, to provide employee uniform rental, maintenance and weekly laundering

services in the amount of \$19,477.90 and authorize the City Manager to execute all documents related to the contract and subsequent renewals 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, December 7, 8:15 a.m., Historic District Commission, City Hall Room #2.
  - b. Wednesday, December 7, 6:30 p.m., Park Board, Stuart Manor.
  - c. Friday, December 9, 10:00 a.m., Special Meeting of the City Council for the purposes of discussion of goals and objectives, the Gilmore House, 1219 Short Road, Kalamazoo, on the campus of Western Michigan University.
  - d. Monday, December 12, 6:30 p.m., Youth Advisory Committee, City Hall Room #2.
  - e. Monday, December 12, 7:00 p.m., Zoning Board of Appeals, Council Chambers.
  - f. Tuesday, December 13, 10:00 a.m., Board of Review, City Hall Room #1.
  - g. Wednesday, December 14, 7:00 p.m., Environmental Board, City Hall Room #1.
  - h. Thursday, December 15, 7:00 p.m., Portage District Library Board, Portage District Library.
  - i. Thursday, December 15, 7:00 p.m., Planning Commission, Council Chambers.
  - j. Monday, December 19, 8:00 a.m., Legislative Roll Call, The Chamber Building, 346 W. Michigan Avenue, Kalamazoo.

N. Materials Transmitted of November 11 and 15, 2011.

Adjournment.

# CITY COUNCIL MEETING SUMMARY

November 15, 2011

- ◆ Received the Board of Canvassers Report.
- ◆ Received Comments from Councilmembers Reid, Urban, Randall, Campbell and Bailes, Mayor Pro Tem Sackley and Mayor Strazdas.
- ◆ Retiring City Council adjourned sine die.
- ◆ The City Clerk administered the Oath of Office to Councilmembers Campbell, Randall and Pearson and Mayor Strazdas.
- ◆ Mayor Strazdas directed the City Clerk to contact the three New Councilmembers, Elizabeth A. Campbell, Patricia M. Randall, James D. Pearson to sign the Ethics and Values Policy.
- ◆ City Council elected Councilwoman Claudette Reid as Mayor Pro Tempore.
- ◆ City Council adopted the Rules of Order and Procedure.

## PROCLAMATIONS

- ◆ Mayor Strazdas issued a 2011 Red Kettle Campaign Kick-Off Proclamation.
- ◆ Mayor Strazdas issued a Family Caregivers Month, 2011.
- ◆ Adopted the Resolution of Respect for Cory A. Bailes.

## INTRODUCTION OF GUESTS

- ◆ Mayor Strazdas recognized various elected officials in the audience, including former Mayor Betty Lee Ongley, former Mayor James Graham, former Councilman and former State Representative Larry DeShazor, Kalamazoo City Mayor Bobby Hopewell, Kalamazoo County Undersheriff Paul Matyas, Kalamazoo County Treasurer Mary Balkema, former Councilperson and current State Representative Margaret O'Brien, former State Representative Chuck Perricone, former Kalamazoo County Representatives Mike Quinn and Larry Provancher.

## COMMENTS FROM NEW COUNCIL

- ◆ Received Comments from New Council.

## STATEMENTS OF CITIZENS AND GUESTS

- ◆ State Representative Margaret O'Brien addressed City Council, former Councilmember Cory Bailes and presented a Tribute from the State of Michigan to Councilmember Cory A. Bailes on behalf of Governor Rick Snyder, State Representative Tonya Schuitmaker and herself.
- ◆ Bobby Hopewell extended congratulations to Mayor Strazdas, Councilmember Pearson, Councilmember Campbell and Councilmember Randall for their successful campaigns for office and provided special words of encouragement to Councilmember Randall in her current health struggle and special recognition to newly elected Mayor Pro Temp Reid. He offered encouragement to City Council as a collaborative gesture for both cities working together to maintain strength in the region.
- ◆ Kalamazoo County Treasurer Mary Balkema, representing Kalamazoo County Administrator/ Controller Peter Battani and the entire Kalamazoo Board of Commissioners extended sincere congratulations to the newly elected City Councilmembers and Mayor Strazdas. She also thanked and praised former Councilmember Cory Bailes for his service and hard work for the community and made a special mention of support for Councilmember Randall with her current health issue.
- ◆ Kalamazoo County Undersheriff Paul Matyas indicated that Sheriff Richard Fuller was on his way here, but he got called away and will not be able to make it to the meeting. He extended a special thanks to Jim Pearson, who serves on the Kalamazoo Dive Team and Water Rescue Team. He acknowledged Mr. Pearson may have been called out too many times this year and took the opportunity to offer his assistance as a past employee of Portage and the assistance of the Sheriff's Department, as he and his colleagues are a phone call away.
- ◆ Mayor Strazdas read from a communication from County Administrator/Controller Peter Battani, who apologized for not being at the meeting as he is attending his own Kalamazoo County Commission Meeting. Discussion followed. Mayor Strazdas recognized his wife, Sharon Strazdas, and Mayor Pro Tem Sackley introduced his wife, Jan.

## COMMENTS FROM NEW COUNCIL

- ◆ Mayor Strazdas stressed this is a very challenging time in history and City Council needs to work together, and for this new City Council to think new and work to meet these challenges to bring solutions to the urban core and to the region.
- ◆ Mayor Pro Tem Reid welcomed Councilmember Pearson as the newest member on City Council, indicated that she is looking forward to his perspective as she recognized that, as a scientist, he approaches matters in a very analytical way. She also congratulated Councilmembers Randall and Campbell and recognized them as very hard workers in a variety of areas and encouraged each of them to continue together with the tasks facing this City Council.
- ◆ Councilmember Randall thanked the citizens who voted for her and expressed her appreciation for their support. She indicated that, as a matter of personal privacy, it was difficult sharing the fact that she had breast cancer and acknowledged that no one would want to be in her situation and discussed her plans to get through the process and become a breast cancer advocate. She pledged her support for the City of Portage and the citizens who elected her. She characterized herself as a team player and expressed her willingness to go forward and let the past fall back. She expressed her excitement for newly elected Councilmember Pearson, and her appreciation for the support and leadership Mayor Pro Tem Reid will provide. She thanked Councilmember Sackley for his past service as Mayor Pro Tem and said, "That's it. Let's get back to business."

- ◆ Councilmember Campbell also welcomed Councilmember Pearson, whom she has known for a couple of years working with him on Rotary and the Austin Governmental Lake Board. She indicated she knows he brings insight and a new perspective and is looking forward to working with him. She also thanked everyone who helped her with her campaign even though it did not go as she would have preferred since she had taken a new position and had been spending time out of town, in training and acclimating to a new work environment that would have otherwise been spent on the campaign. Further, she specifically thanked her husband, her children and three former Councilmembers for their valued assistance. She indicated that she is honored to be re-elected and congratulated Councilmember Randall and, like her, recognized there is a lot of hard work ahead and said, "Let's get going."
- ◆ Councilmember Pearson reviewed some of his past Board and Commission volunteer experiences, thanked the voters for electing him to City Council, promised to work hard, thanked the community leaders for endorsing him for the position, especially former Mayor Betty Ongley, who was one of the first to endorse him. He said he will dedicate himself to service. He thanked his wife, Connie, his family, friends and supporters. He also thanked those who encouraged him to run for office, as this is different than being a volunteer, which he has done for a long time, and he encouraged others to run for office and he indicated that he looks forward to serving on Portage City Council.
- ◆ Councilmember Urban congratulated Councilmembers Campbell, Randall and Pearson, and Mayor Strazdas.

**CHECK REGISTER**

- ◆ Approved the Check Register of November 15, 2011, as presented.

**REPORTS FROM THE ADMINISTRATION**

- ◆ Accepted Rezoning Application #11-01 for first reading and set a public hearing for December 20, 2011; and subsequent to the public hearing, will consider approving Rezoning Application #11-01 and rezone the 1.3 acre portion of 1901 Romence Road Parkway from R-1B, one family residential to I-2, heavy industry.
- ◆ Approved the height modification for Celebration! Cinema, 6600 Ring Road, to expand and increase the height of the northeast portion of the building from 30-feet up to a height of 43-feet to accommodate an IMAX theater.
- ◆ Approved the Hyland Associates, LLC, request to waive the 90-day time period Council has to act on a preliminary plat and approved an additional 90-day time period.
- ◆ Authorized emergency response service agreements to provide specialized equipment and operators for disaster recovery and cleanups with James E. Fulton & Sons, Incorporated, of Kalamazoo, Michigan; Balkema Excavation, Incorporated, of Kalamazoo, Michigan; Byholt, Incorporated, of Vicksburg, Michigan; Rathco Safety Supply, Incorporated, of Portage, Michigan; and authorized the City Manager to execute emergency purchase orders related to these service agreements in cases of disaster recovery and cleanup, should the need arise.
- ◆ Approved the contract with Kalamazoo County for Household Hazardous Waste collection during the 2012 calendar year in the not to exceed amount of \$32,000 and authorized the City Manager to execute all documents related to the contract on behalf of the city.
- ◆ Directed the City Administration to proceed with solicitation of proposals for the provision of curbside recycling service.
- ◆ Received the communication from the City Manager regarding the 2011 Tax Rate Survey as information only.
- ◆ Received the communication from the City Manager regarding the Holiday Tree Lighting/Traditional Holiday Celebration as information only.
- ◆ Received the communication from the City Manager regarding the October 2011 Summary Environmental Activity Report as information only.
- ◆ Received the Department Monthly Reports.

**STATEMENTS OF CITY COUNCIL AND CITY MANAGER**

- ◆ Councilmember Campbell thanked Boy Scout Troop 244 for visiting City Hall and taking the tour, as her own son is a member of Cub Scout Troop 255 and will be spending the night on the Silversides Submarine, Muskegon Lake Channel, Muskegon, this weekend with the Troop.
- ◆ Councilmember Sackley expressed his appreciation for the leaf pick-up program and reminded everyone that the City of Portage has a voter approved millage for leaf pick-up, branch pick-up and recycling, and praised the success of the program.
- ◆ Councilmember Urban indicated that the millage was tied to a leaf burning ban ordinance which was the impetus for the millage, as the City needed to provide an alternative if leaf burning was going to be banned.
- ◆ Councilmember Randall wished everyone a blessed and happy Thanksgiving, and wished safe travel during the holidays.
- ◆ Councilmember Pearson thanked everyone for attending the meeting.
- ◆ City Manager Evans took the opportunity to publically congratulate the new City Council on their election. He also announced that the three-year I-94 interchange project would be completed by Friday of this week with the traffic lights working and reminded citizens that some motorists are not accustomed to stopping on Westnedge Avenue at the bridge, and he asked everyone to be careful as there is no training available regarding this matter, just a video provided by the Michigan Department of Transportation (MDOT).
- ◆ Mayor Pro Tem Reid thanked her colleagues on City Council for their vote of confidence and said she was looking forward to serving them and the citizens.
- ◆ Mayor Strazdas re-emphasized that he is very serious about bringing City Council together to do the business of the City of Portage, and stressed the importance of having the I-94 Interchange completed before the shopping holidays on South Westnedge and congratulated and thanked Southwest Region Engineer Roberta Welke and her staff for their fine effort.

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



# City of Portage Proclamation

## PROCLAMATION HONORING PFIZER MANUFACTURING OF PORTAGE

- WHEREAS,** the Pfizer Manufacturing Site in Portage received the highest recognition from the Michigan Occupational Safety and Health Administration (MIOSHA) under the Michigan Voluntary Protection Program (MVPP); and
- WHEREAS,** the MVPP Michigan Star Program is a recognition and partnership program designed for worksites that implement exemplary systems to manage worker safety and health and is based on a philosophy of trust and cooperation exhibited by all parties; and
- WHEREAS,** the managers, employees and authorized representatives at the Pfizer Manufacturing Site of Portage voluntarily implemented comprehensive safety and health management systems that go beyond basic compliance with MIOSHA standards; and
- WHEREAS,** Star status under the MVPP Michigan Star Program is only awarded to a company whose health and safety management systems are outstanding, comprehensive and successful in reducing workplace hazards; and
- WHEREAS,** under the MVPP Michigan Star Program, there is the expectation that the Pfizer Manufacturing Site be on the leading edge of hazard prevention making continual improvements in the safety, and flags and plaques of approval are awarded for successful participation in the Star Program.

**NOW THEREFORE, BE IT PROCLAIMED THAT I,** Peter J. Strazdas, Mayor of the City of Portage, Michigan, on behalf of the citizens of Portage, recognize the outstanding efforts of Pfizer Manufacturing to improve and contribute to the health and safety of our community, especially by implementing comprehensive safety and health management systems that go well beyond basic compliance with MIOSHA standards.



Signed this 6<sup>th</sup> day of December 2011

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Peter J. Strazdas, Mayor

**CITY COUNCIL MEETING MINUTES FROM NOVEMBER 15, 2011**

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

Mayor Strazdas introduced Pastor Paul Naumann of St. Michael Lutheran Church of Portage, who gave the invocation, and the City Council and the audience recited the Pledge of Allegiance.

**CURRENT COUNCIL:**

**ROLL CALL:** The City Clerk called the roll with the following members present: Councilmembers Cory A. Bailes, Elizabeth A. Campbell, Patricia M. Randall, Claudette S. Reid, Terry R. Urban and Mayor Pro Tem Edward J. Sackley and Mayor Peter J. Strazdas. Also in attendance were City Manager Maurice S. Evans, City Attorney Randall Brown and City Clerk James R. Hudson.

**APPROVAL OF MINUTES:** Motion by Urban, seconded by Reid, to approve the November 1, 2011 Regular Meeting Minutes as presented. Councilmember Randall respectfully requested that the minutes be corrected to properly reflect that each of her absences was excused. Furthermore, that this correction be connected to the minutes of the prior meeting held on November 1, 2011. There was a consensus of City Council to do this, and City Clerk James Hudson agreed. Upon a voice vote, motion carried 6 to 0 with Councilmember Randall abstaining.

**BOARD OF CANVASSERS REPORT:** City Clerk James Hudson explained the Board of Canvassers Report for the November 8, 2011 General City Election. Motion by Sackley, seconded by Urban, to accept the Board of Canvassers Report of the final results of the November 8, 2011 General City Election as approved by the Kalamazoo County Board of Canvassers. Upon a voice vote, motion carried 7 to 0.

**COMMENTS FROM COUNCIL:** Councilmember Reid thanked Councilmember Cory Bailes for all of the work he has done for the City of Portage, for Portage City Council and the whole region. He cited his leadership during Portage 2025 Visioning Project, the methodology he developed as Chair of the Human Services Board to objectively evaluate requests from non-profit organizations for Community Development Block Grant funds and Portage General Fund money, and all of the other insights he has provided from his experiences on the Human Services Board and the Planning Commission.

Councilmember Urban thanked Councilmember Bailes for stepping up and helping out when asked, for being a valuable member of the City Council team and for all of his services to the City of Portage in the past. He then invited Councilmember Bailes back in service in the future by thanking him ahead of time.

Mayor Strazdas praised Councilmember Bailes as a great advocate for Portage citizens and his skills as a great listener. He noted that Portage citizens and the Portage business community appreciate his listening to them, working hard for them and acting on their behalf.

Mayor Pro Tem Sackley pointed out that the seat itself holds a lot of prestige with it having been occupied by former Mayor Pro Tem Vliek, State Representative Margaret O'Brien and now, Councilmember Bailes. He also noted that when he was Chair of the Human Service Board, there was a disconnect between the Board and the Department of Community Development, so he spearheaded an evaluation process to provide a mechanism to place them in perfect sync through his analytical approach to non-profit funding to benefit all of the citizens.

Councilmember Randall said she enjoyed working with Councilmember Bailes and appreciated his service to the community.

Councilmember Campbell recognized the good work of Councilmember Bailes on the Planning Commission, acknowledged that he knows that there is still work to be done and offered that she looks forward to working with him in his next endeavor for the city.

Councilmember Bailes said he was unaccustomed to all of the attention currently being bestowed upon him; thanked City Council for allowing him to be a part of their team; and expressed his appreciation for appointing him to serve on the Human Services Board and the Planning Commission. He cited his experiences as enlightening and positive, and he indicated that it was an honor and a privilege to have worked with everyone of the City Councilmembers.

**ADJOURNMENT SINE DIE OF RETIRING CITY COUNCIL:** Mayor Strazdas adjourned the meeting sine die at 7:44 p.m.

#### **NEW COUNCIL:**

**OATH OF OFFICE AND SEATING OF MAYOR AND COUNCILMEMBERS:** The City Clerk administered the Oath of Office to Elizabeth A. Campbell, Patricia M. Randall and James D. Pearson as Councilmembers and to Peter J. Strazdas as Mayor.

**SIGNING OF THE CITY COUNCIL CODE OF ETHICS AND VALUES POLICY:** Mayor Strazdas directed the City Clerk to contact each of the new Councilmembers by e-mail and request that they come into the City Clerk Office to sign the City Council Code of Ethics and Values Policy: Councilmembers Elizabeth A. Campbell, Patricia M. Randall and James A. Pearson. He indicated that he would also come into the City Clerk Office to sign the Policy.

**SEATING OF MAYOR AND COUNCILMEMBERS:** At the invitation of Mayor Strazdas, City Councilmembers took their respective seats at the dais.

The Regular Meeting of the New Portage City Council was called to order by Mayor Strazdas at 7:47 p.m.

**ROLL CALL OF NEW COUNCIL:** The City Clerk called the roll with the following members present: Councilmembers Elizabeth A. Campbell, James D. Pearson, Patricia M. Randall, Claudette S. Reid, Edward J. Sackley, Terry R. Urban and Mayor Peter J. Strazdas. Also in attendance were City Manager Maurice S. Evans, City Attorney Randall Brown and City Clerk James R. Hudson.

**ELECTION OF MAYOR PRO-TEMPORE:** Mayor Strazdas indicated that three Councilmembers were interested in the position of Mayor Pro Tempore: Councilmember Campbell, Councilmember Reid and Councilmember Urban. He asked each of them to share any comments about their credentials and their reasons for seeking the office. Mayor Strazdas praised each of them for their service and entertained a motion for the nomination of the Mayor Pro Tempore. Discussion followed. Councilmember Sackley nominated Claudette S. Reid as Mayor Pro Tempore. Councilmember Randall seconded the nomination. Upon a roll call vote, Claudette S. Reid was elected Mayor Pro Tempore by a roll call vote of 7 to 0.

**ADOPTION OF RULES OF ORDER AND PROCEDURE:** Mayor Strazdas explained the purpose of the Rules of Order and Procedure and that the proposed Rules of Order and Procedure are the same as in the past. Motion by Urban, seconded by Campbell, to adopt the Rules of Order and Procedure as presented. Upon a voice vote, motion carried 7 to 0.

**PROCLAMATIONS:**

**2011 RED KETTLE CAMPAIGN KICK-OFF:** Mayor Strazdas issued a 2011 Red Kettle Campaign Kick-Off Resolution. Discussion followed.

**FAMILY CAREGIVERS MONTH, 2011:** Mayor Strazdas issued a Family Caregivers Month, 2011 Proclamation. Discussion followed.

**RESOLUTION OF RESPECT FOR COUNCILMEMBER CORY A. BAILES:** Mayor Strazdas issued a Resolution of Respect for Councilmember Cory A. Bailes on behalf of City Council, the City Manager and himself. Motion by Urban, supported by Sackley, to approve the Resolution of Respect for Councilmember Cory A. Bailes. Upon a voice vote, motion carried 7 to 0.

**INTRODUCTION OF GUESTS:** Mayor Strazdas recognized various elected officials in the audience, including former Mayor Betty Lee Ongley, former Mayor James Graham, former Councilman and former State Representative Larry DeShazor, Kalamazoo City Mayor Bobby Hopewell, Kalamazoo County Undersheriff Paul Matyas, Kalamazoo County Treasurer Mary Balkema, former Councilperson and current State Representative Margaret O'Brien, former State Representative Chuck Perricone, former Kalamazoo County Representatives Mike Quinn and Larry Provancher.

**STATEMENTS OF CITIZENS AND GUESTS:** State Representative Margaret O'Brien addressed City Council, former Councilmember Cory Bailes and presented a Tribute from the State of Michigan to Councilmember Cory A. Bailes on behalf of Governor Rick Snyder, State Representative Tonya Schuitmaker and herself.

Bobby Hopewell extended congratulations to Mayor Strazdas, Councilmember Pearson, Councilmember Campbell and Councilmember Randall for their successful campaigns for office and provided special words of encouragement to Councilmember Randall in her current health struggle and special recognition to newly elected Mayor Pro Temp Reid. He offered encouragement to City Council as a collaborative gesture for both cities working together to maintain strength in the region.

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Kalamazoo County Undersheriff Paul Matyas indicated that Sheriff Richard Fuller was on his way here, but he got called away and will not be able to make it to the meeting. He extended a special thanks to Jim Pearson, who serves on the Kalamazoo Dive Team and Water Rescue Team. He acknowledged Mr. Pearson may have been called out too many times this year and took the opportunity to offer his assistance as a past employee of Portage and the assistance of the Sheriff's Department, as he and his colleagues are a phone call away.

Mayor Strazdas read from a communication from County Administrator/Controller Peter Battani, who apologized for not being at the meeting as he is attending his own Kalamazoo County Commission Meeting. Discussion followed. Mayor Strazdas recognized his wife, Sharon Strazdas, and Mayor Pro Tem Sackley introduced his wife, Jan. Discussion followed.

**ADJOURN FOR A RECEPTION OF NEW COUNCIL:** 8:20 p.m.

**RECONVENE OF NEW COUNCIL:** 8:37 p.m.

**COMMENTS FROM NEW COUNCIL:** Mayor Strazdas stressed this is a very challenging time in history and City Council needs to work together, and for this new City Council to think new and work to meet these challenges to bring solutions to the urban core and to the region.

Mayor Pro Tem Reid welcomed Councilmember Pearson as the newest member on City Council, indicated that she is looking forward to his perspective as she recognized that, as a scientist, he approaches matters in a very analytical way. She also congratulated Councilmembers Randall and Campbell and recognized them as very hard workers in a variety of areas and encouraged each of them to continue together with the tasks facing this City Council.

Councilmember Randall thanked the citizens who voted for her and expressed her appreciation for their support. She indicated that, as a matter of personal privacy, it was difficult sharing the fact that she had breast cancer and acknowledged that no one would want to be in her situation and discussed her plans to get through the process and become a breast cancer advocate. She pledged her support for the City of Portage and the citizens who elected her. She characterized herself as a team player and expressed her willingness to go forward and let the past fall back. She expressed her excitement for newly elected Councilmember Pearson, and her appreciation for the support and leadership Mayor Pro Tem Reid will provide. She thanked Councilmember Sackley for his past service as Mayor Pro Tem and said, "That's it. Let's get back to business."

Councilmember Campbell also welcomed Councilmember Pearson, whom she has known for a couple of years working with him on Rotary and the Austin Governmental Lake Board. She indicated she knows he brings insight and a new perspective and is looking forward to working with him. She also thanked everyone who helped her with her campaign even though it did not go as she would have preferred since she had taken a new position and had been spending time out of town, in training and acclimating to a new work environment that would have otherwise been spent on the campaign. Further, she specifically thanked her husband, her children and three former Councilmembers for their valued assistance. She indicated that she is honored to be re-elected and congratulated Councilmember Randall and, like her, recognized there is a lot of hard work ahead and said, "Let's get going."

Councilmember Pearson reviewed some of his past Board and Commission volunteer experiences, thanked the voters for electing him to City Council, promised to work hard, thanked the community leaders for endorsing him for the position, especially former Mayor Betty Ongley, who was one of the first to endorse him. He said he will dedicate himself to service. He thanked his wife, Connie, his family, friends and supporters. He also thanked those who encouraged him to run for office, as this is different than being a volunteer, which he has done for a long time, and he encouraged others to run for office and he indicated that he looks forward to serving on Portage City Council.

Councilmember Urban congratulated Councilmembers Campbell, Randall and Pearson, and Mayor Strazdas. Discussion followed.

**STATEMENTS OF CITIZENS AND GUESTS:** Former Mayor Betty Ongley, 8620 Tozer Court, congratulated Mayor Strazdas for being elected to his fourth term as Mayor. She praised the Family Caregivers Month, 2011 Proclamation and the City of Portage for making Celery Flats available for fundraisers over the years. She specifically mentioned the Walk for Alzheimer's on October 2, 2011, and gave City Council a special "thank you" for making it possible for all of the non-profit organizations to host events for their respective causes. Discussion followed.

\* **CONSENT AGENDA:** Mayor Strazdas asked Councilmember Campbell to read the Consent Agenda. Mayor Strazdas removed Item M.2, Height Modification for Celebration! Cinema (IMAX Expansion), 6600 Ring Road, from the Consent Agenda. Bill Hessler, 1112 Woodview Drive, asked that item M.4, Emergency Response Service Agreements, be removed from the Consent Agenda. Motion by Urban, seconded by Campbell, to approve the Consent Agenda motions as amended. Upon a roll call vote, motion carried 7 to 0.

\* **APPROVAL OF CHECK REGISTER OF NOVEMBER 15, 2011:** Motion by Urban, seconded by Campbell, to approve the Check Register of November 15, 2011. Upon a roll call vote, motion carried 7 to 0.

**REPORTS FROM THE ADMINISTRATION:**

\* **REZONING APPLICATION #11-01, 1901 ROMENCE ROAD PARKWAY (PORTION THEREOF):** Motion by Urban, seconded by Campbell, to accept Rezoning Application #11-01 for first reading and set a public hearing for December 20, 2011, at 7:30 p.m. or as soon thereafter as may be heard; and, subsequent to the public hearing, consider approving Rezoning Application #11-01 and rezone the 1.3 acre portion of 1901 Romence Road Parkway from R-1B, one family residential to I-2, heavy industry. Upon a roll call vote, motion carried 7 to 0.

**HEIGHT MODIFICATION FOR CELEBRATION! CINEMA (IMAX EXPANSION), 6600 RING ROAD:** At the request of Mayor Strazdas, Roger Lubs, Vice President of Facilities Construction for Loeks Theatres, Inc., 2121 Celebration! Drive, Grand Rapids, Michigan, expressed his excitement and pride to be bringing an IMAX theater to Portage. He indicated that there are 560 IMAX screens in the world and the IMAX Theater at Crossroads will be the tenth in Michigan. He pointed out that the screen accommodates Hollywood films, educational films and commercial films, so management will be working with local teachers to provide a venue for viewing educational films. Discussion followed.

Motion by Sackley, seconded by Urban, to approve the height modification for Celebration! Cinema, 6600 Ring Road, to expand and increase the height of the northeast portion of the building from 30-feet up to a height of 43-feet to accommodate an IMAX theater. Discussion followed. Upon a roll call vote, motion carried 7 to 0.

\* **PRELIMINARY PLAT OF OAKLAND FARMS NORTH, 9810 OAKLAND DRIVE:** Motion by Urban, seconded by Campbell, to consider approval of the Hyland Associates, LLC, request to waive the 90-day time period Council has to act on a preliminary plat of Oakland Farms North and approve an additional 90-day time period. Upon a roll call vote, motion carried 7 to 0.

**EMERGENCY RESPONSE SERVICE AGREEMENTS:** At the request of Mayor Strazdas, City Manager Maurice Evans explained the nature and purpose of the Emergency Response Service Agreements which the City of Portage has had since September 2006 that come in unit prices. He deferred to Deputy Director of Streets Ray Wario, who said the unit prices range from \$90 for large trucks to \$110 for large loaders, but the list is so long for a variety of equipment, such as sweepers, loaders and trucks to excavators that it would be hard to put it into the report. He pointed out that the agreement was used twice this year, once for the ice storm in February and once for the windstorm in July, and to put a dollar figure on a future disaster would be impossible, so the budgeted amount is basically a scientific guess. Discussion followed.

Motion by Pearson, seconded by Reid, to authorize emergency response service agreements to provide specialized equipment and operators for disaster recovery and cleanups with James E. Fulton & Sons, Incorporated, of Kalamazoo, Michigan; Balkema Excavation, Incorporated, of Kalamazoo, Michigan; Byholt, Incorporated, of Vicksburg, Michigan; Rathco Safety Supply, Incorporated, of Portage, Michigan; and authorize the City Manager to execute emergency purchase orders related to these service agreements in cases of disaster recovery and cleanup, should the need arise. Upon a roll call vote, motion carried 7 to 0. Discussion followed.

\* **HOUSEHOLD HAZARDOUS WASTE PROGRAM – INTERGOVERNMENTAL COOPERATION:** Motion by Urban, seconded by Campbell, to approve the contract with Kalamazoo County for Household Hazardous Waste collection during the 2012 calendar year in the not to exceed amount of \$32,000 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.

\* **CURBSIDE RECYCLING CONTRACT:** Motion by Urban, seconded by Campbell, to direct the City Administration to proceed with solicitation of proposals for the provision of curbside recycling service. Upon a roll call vote, motion carried 7 to 0.

\* **2011 TAX RATE SURVEY - INFORMATION ONLY:** Motion by Urban, seconded by Campbell, to receive the communication from the City Manager regarding the 2011 Tax Rate Survey as information only. Upon a roll call vote, motion carried 7 to 0.

\* **HOLIDAY TREE LIGHTING/TRADITIONAL HOLIDAY CELEBRATION – INFORMATION ONLY:** Motion by Urban, seconded by Campbell, to receive the communication from the City Manager regarding the Holiday Tree Lighting/Traditional Holiday Celebration as information only. Upon a roll call vote, motion carried 7 to 0.

\* **OCTOBER 2011 SUMMARY ENVIRONMENTAL ACTIVITY REPORT – INFORMATION ONLY:** Motion by Urban, seconded by Campbell, to receive the communication from the City Manager regarding the October 2011 Summary Environmental Activity Report as information only. Upon a roll call vote, motion carried 7 to 0.

\* **DEPARTMENT MONTHLY OPERATIONAL REPORTS:** Motion by Urban, seconded by Campbell, to receive the Department Monthly Operational Reports from the various departments for October 2011. Upon a roll call vote, motion carried 7 to 0.

\* **MINUTES OF BOARDS AND COMMISSIONS:** Council received the minutes of the:

Portage Historic District Commission of September 7, 2011.

Portage Park Board of October 5, 2011.

Portage Human Services Board of October 6, 2011.

Kalamazoo County Board of Commissioners Committee of the Whole and Continuation of Annual Meeting of October 18, 2011.

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

**STATEMENTS OF CITY COUNCIL:** Councilmember Campbell thanked Boy Scout Troop 244 for visiting City Hall and taking the tour, as her own son is a member of Cub Scout Troop 255 and will be spending the night on the Silversides Submarine, Muskegon Lake Channel, Muskegon, this weekend with the Troop.

Councilmember Sackley expressed his appreciation for the leaf pick-up program and reminded everyone that the City of Portage has a voter approved millage for leaf pick-up, branch pick-up and recycling, and praised the success of the program. Discussion followed.

Councilmember Urban indicated that the millage was tied to a leaf burning ban ordinance which was the impetus for the millage, as the City needed to provide an alternative if leaf burning was going to be banned.

Councilmember Randall wished everyone a blessed and happy Thanksgiving, and wished safe travel during the holidays.

Councilmember Pearson thanked everyone for attending the meeting.

City Manager Evans took the opportunity to publically congratulate the new City Council on their election. He also announced that the three-year I-94 interchange project would be completed by Friday of this week with the traffic lights working and reminded citizens that some motorists are not accustomed to stopping on Westnedge Avenue at the bridge, and he asked everyone to be careful as there is no training available regarding this matter, just a video provided by the Michigan Department of Transportation (MDOT).

Mayor Pro Tem Reid thanked her colleagues on City Council for their vote of confidence and said she was looking forward to serving them and the citizens.

Mayor Strazdas re-emphasized that he is very serious about bringing City Council together to do the business of the City of Portage, and stressed the importance of having the I-94 Interchange completed before the shopping holidays on South Westnedge and congratulated and thanked Southwest Region Engineer Roberta Welke and her staff for their fine effort.

**ADJOURNMENT:** Mayor Strazdas adjourned the meeting at 9:13 p.m.

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James R. Hudson, City Clerk

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

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** November 28, 2011

**FROM:** Maurice S. Evans, City Manager

**SUBJECT:** Accounts Payable Register



**ACTION RECOMMENDED:** That City Council approve the Accounts Payable Register of December 6, 2011 as presented.

Attached please find the Accounts Payable Register for the period November 6, 2011 through November 27, 2011, which is recommended for approval.

c: Daniel S. Foecking, Finance Director

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
11/09/2011	278547	GEANA G GOORHOUSE AND	999999	3,000.00
11/11/2011	278548	A I S CONSTRUCTION EQUIP. CO.	640	153.14
11/11/2011	278549	A P C O INTERNATIONAL	1491	92.00
11/11/2011	278550	AT&T	849	3,029.60
11/11/2011	278551	AT&T	849	49.50
11/11/2011	278552	AIR GAS GREAT LAKES	977	331.93
11/11/2011	278553	ALL-PHASE ELECTRIC SUPPLY CO.	108	296.30
11/11/2011	278554	ALLEGRA PRINT & IMAGING	533	322.92
11/11/2011	278555	AMERICAN BUSINESS EQUIPMENT, I	112	70.00
11/11/2011	278556	APPLIED IMAGING	2416	430.68
11/11/2011	278557	TODD ARBANAS ENTERPRISES INC.	1704	1,440.00
11/11/2011	278558	ADP, INC.	3305	849.99
11/11/2011	278559	AUTOMATION DESIGN & ENTERTAINM	2906	6,392.77
11/11/2011	278560	B S & A SOFTWARE	1148	2,485.00
11/11/2011	278561	BANK OF NEW YORK MELLON	3939	450.00
11/11/2011	278562	BATES, LOIS	999999	60.00
11/11/2011	278563	BERNINGER JOHN & PAT	999999	150.00
11/11/2011	278564	BOOTH NEWSPAPERS INC	999999	110.58
11/11/2011	278565	BORGESS HEALTH ALLIANCE	151	90.00
11/11/2011	278566	BORGESS MEDICAL CENTER	999999	85.00
11/11/2011	278567	BOURNER, JEAN	999999	186.85
11/11/2011	278568	BOURNER, JEAN	999999	1,150.00
11/11/2011	278569	BRANCH, JOYCE	3537	250.51
11/11/2011	278570	BRINK WOOD PRODUCTS, INC.	153	60.00
11/11/2011	278571	BRINK'S, INC	999999	75.00
11/11/2011	278572	BROWN, PAT	999999	793.66
11/11/2011	278573	BULLOCK, MARGE	68	41.10
11/11/2011	278574	BYHOLT INC.	437	329.22
11/11/2011	278575	C B C INNOVIS INC	2887	240.08
11/11/2011	278576	CAMPBELL AUTO SUPPLY	3080	39.28
11/11/2011	278577	CHARTER COMMUNICATIONS	999999	1,695.37
11/11/2011	278578	CHICAGO TITLE OF MICHIGAN INC	3080	24,245.10
11/11/2011	278579	CITY OF KALAMAZOO (TRANS MILLA	4649	895.50
11/11/2011	278580	CITY OF KALAMAZOO (TRANS MILLA	4649	375.00
11/11/2011	278581	CITY OF PORTAGE	177	719.71
11/11/2011	278582	CLEAN EARTH ENVIRONMENTAL SERV	1821	42,463.66
11/11/2011	278583	CLEVELAND COTTON PRODUCTS	724	15,290.59
11/11/2011	278584	COMSTOCK PUBLIC SCHOOLS	1671	282.00
11/11/2011	278585	CONSUMERS ENERGY	743	85.00
11/11/2011	278586	CONSUMERS ENERGY-BILL PMT CNT	189	170.50
11/11/2011	278587	COSTAR REALTY INFORMATION, INC	4620	1,725.77
11/11/2011	278588	GLENWOOD CROWN	1652	1,715.22
11/11/2011	278589	CROSSROADS CAR WASH	195	523.52
11/11/2011	278591	CROSSROADS EXPERT AUTO SERVICE	4109	1,950.00
11/11/2011	278592	DEPATIE FLUID POWER CO., INC.	211	1,172.56
11/11/2011	278593	DIESEL INJECTION SERVICE, LLC	1874	1,067.14
11/11/2011	278594	DIXON ENGINEERING, INC	748	3,198.88
11/11/2011	278595	DRUG & LABORATORY DISPOSAL	999999	332.00
11/11/2011	278596	DRUG & LABORATORY DISPOSAL INC	4701	
11/11/2011	278597	EMERGENCY VEHICLE PRODUCTS	2948	
11/11/2011	278598	FABRICATED FLEX & HOSE	1144	

\*ALL\*

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
11/11/2011	278599	FADER EQUIPMENT, INC.	688	829.92
11/11/2011	278600	FIRST AMERICAN TITLE INS CO	999999	82.18
11/11/2011	278601	FISHER, MARIAN	999999	140.00
11/11/2011	278602	FLETCHER ENTERPRISES	1399	952.00
11/11/2011	278603	FREMIRE, SUE	999999	75.00
11/11/2011	278604	GASPERSON, JOE	999999	40.00
11/11/2011	278605	GORDON FOOD SERVICE	502	10.26
11/11/2011	278606	GORDON WATER SYSTEMS	517	68.25
11/11/2011	278607	GRUBE, SHARON	999999	112.00
11/11/2011	278608	HALE, DESDAMONA	999999	55.00
11/11/2011	278609	HARGUS, ANNE	999999	75.00
11/11/2011	278610	HERRICK, JAN	999999	75.00
11/11/2011	278611	HIGHWAY IMPROVEMENT COMPANY	3028	125.00
11/11/2011	278612	HOME DEPOT	691	782.78
11/11/2011	278613	HUITT, CATHERINE	999999	67.00
11/11/2011	278614	HYDRO-CHEM SYSTEMS, INC.	4039	314.42
11/11/2011	278615	IERVOLINA, SUSAN	2074	137.10
11/11/2011	278616	INDIANA WIPING CLOTH, INC.	61	663.00
11/11/2011	278617	IAFC MEMBERSHIP	868	.00
11/11/2011	278618	THE IRRIGATOR	2047	155.00
11/11/2011	278619	THE ISERV COMPANY LLC	4712	50.00
11/11/2011	278620	J & J LAWN SERVICE, INC.	457	20,565.40
11/11/2011	278621	J-AD GRAPHICS, INC	4444	132.25
11/11/2011	278622	JAGER, RICHARD	999999	75.00
11/11/2011	278623	KAL CO MEDICAL CONTROL AUTH	735	140.60
11/11/2011	278624	KALAMAZOO COUNTY TREASURER	514	3,741.88
11/11/2011	278625	KALAMAZOO COUNTY TREASURER	1117	257.25
11/11/2011	278626	KALAMAZOO COUNTY TREASURER	514	508.57
11/11/2011	278627	KALAMAZOO REG'L EDUC SVS AGENG	721	1,466.84
11/11/2011	278628	KALAMAZOO VALLEY COMMUNITY COL	230	305.31
11/11/2011	278629	KALAMAZOO VALLEY COMMUNITY COL	230	854.09
11/11/2011	278630	KAMMINGA & ROODVOETS, INC.	4567	182,227.63
11/11/2011	278631	KATHRYN VANDAGENS, PLC	999999	1,548.23
11/11/2011	278632	KZOO TIRE COMPANY	564	711.00
11/11/2011	278633	LAMBE, CAMERON	999999	117.00
11/11/2011	278634	LAWSON PRODUCTS, INC	240	4,168.54
11/11/2011	278635	LIESINGER, WALTER	999999	150.00
11/11/2011	278636	LOWE'S HOME CENTER	2630	60.97
11/11/2011	278637	MCDONNELL, JOSEPH	999999	141.90
11/11/2011	278638	MENARDS, INC	258	138.00
11/11/2011	278639	METRO ADVANTAGE TITLE	999999	40.00
11/11/2011	278640	MICHIGAN ELECTION RESOURCES, L	264	5,384.52
11/11/2011	278641	MILLER, WILLIAM & MARY	999999	110.00
11/11/2011	278642	MILLS DAN	532	1,408.70
11/11/2011	278644	MORTON SALT, INC.	1059	182,506.34
11/11/2011	278645	MOSHER, DARLENE	999999	75.00
11/11/2011	278646	MULDERS LANDSCAPE SUPPLIES INC	286	335.00
11/11/2011	278647	NELSON'S APPLIANCE SERVICE	2955	153.93
11/11/2011	278648	NEW FRESH CLEANING SERVICE	4351	4,999.00
11/11/2011	278651	NEXTEL	1709	2,360.42
11/11/2011	278652	NYE UNIFORMS	299	1,991.94

PREPARED 11/28/2011 8:03:15 A/P CHECKS BY PERIOD AND YEAR  
PROGRAM: GM350L FROM 11/06/2011 TO 11/27/2011  
CITY OF PORTAGE \*ALL\*

BANK CODE

CHECK DATE CHECK NUMBER VENDOR NAME VENDOR # CHECK AMOUNT

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
11/11/2011	278654	OFFICE DEPOT, INC.	1721	2,436.25
11/11/2011	278655	OFFICEMAX INCORPORATED	301	792.18
11/11/2011	278656	ONE WAY PRODUCTS	440	632.22
11/11/2011	278657	OPERATION PARTS	4656	335.00
11/11/2011	278658	OUTERWEARS, INC.	4720	277.24
11/11/2011	278659	PAVEMENT RESTORATION OF MICH	307	1,525.00
11/11/2011	278660	PEAVEY COMPANY	1199	70.45
11/11/2011	278661	PEDEN, PATRICIA	999999	85.00
11/11/2011	278662	PETERS CONSTRUCTION CO.	1638	3,823.73
11/11/2011	278663	PETERS, DONNA	999999	70.00
11/11/2011	278664	PETTY CASH-POLICE DEPT.	890	223.31
11/11/2011	278665	PETTY CASH-SENIOR CENTER	537	346.51
11/11/2011	278666	POLDERMAN'S FLOWER SHOP	4157	41.95
11/11/2011	278667	PORTAGE DISTRICT LIBRARY	810	385.73
11/11/2011	278668	PORTAGE PUBLIC SCHOOLS	590	3,155.60
11/11/2011	278669	POTRUDE, HOWARD & GEORGIA	999999	110.00
11/11/2011	278670	PRO-FLEET	3209	3,985.00
11/11/2011	278671	QUALIFICATION TARGETS, INC.	3762	338.00
11/11/2011	278672	RENEWED EARTH, INC.	4686	9,916.66
11/11/2011	278673	REPUBLIC SERVICES OF WEST MICH	4443	42,145.05
11/11/2011	278674	RIDGE AUTO NAPA	438	1,980.03
11/11/2011	278675	RIETH-RILEY CONSTRUCTION CO.,	4386	5,301.90
11/11/2011	278676	ROOT SPRING SCRAPER CO.	344	798.00
11/11/2011	278677	ROTO-ROOTER SEWER & DRAIN SERV	345	180.00
11/11/2011	278678	S & T LAWN SERVICE	1372	1,285.00
11/11/2011	278679	SIGNWRITER & SERIGRAPHICS	2376	225.00
11/11/2011	278680	SILLS, RAE	4571	200.00
11/11/2011	278681	SPELLING PERSONNEL SERVICES	2107	1,103.76
11/11/2011	278682	SOUTHWEST MICHIGAN GOV CONSULT	4484	3,175.00
11/11/2011	278683	SPARTAN DISTRIBUTORS INC.	2707	439.40
11/11/2011	278684	SPENCER, SUSIE	999999	75.00
11/11/2011	278685	ST. CLAIR, AARON	999999	50.00
11/11/2011	278686	STATE OF MICHIGAN	999999	500.00
11/11/2011	278687	STATE OF MICHIGAN (DOT)	368	66,999.14
11/11/2011	278688	STATE SYSTEMS RADIO, INC	369	1,617.43
11/11/2011	278689	STENSMA LAWN & POWER EQUIPMEN	3222	1,410.51
11/11/2011	278690	SUPERIOR EQUIPMENT LLC	1107	2,082.38
11/11/2011	278691	SUZANNE'S SENSIBLE SOLUTIONS	4673	20.00
11/11/2011	278692	SWENSON, HULDA	999999	77.00
11/11/2011	278693	T D S METROCOM, LLC	4539	3,014.60
11/11/2011	278694	T-MOBILE USA INC	3665	29.99
11/11/2011	278695	TALANDA, MICHELE	999999	423.12
11/11/2011	278696	TERMINAL SUPPLY CO.	380	698.58
11/11/2011	278697	THOMAS, CORKY	999999	85.00
11/11/2011	278698	JOHANNA THOMPSON	4682	6,898.00
11/11/2011	278699	TIGER DIRECT, INC.	4272	578.00
11/11/2011	278700	TRACTOR SUPPLY CORP.	2817	576.09
11/11/2011	278701	TRIMRITE TREE SERVICE	2966	2,600.00
11/11/2011	278702	TRUGREEN	390	289.00
11/11/2011	278703	U S BANK	3497	275.00
11/11/2011	278704	UNITED PARCEL SERVICE	545	24.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
11/11/2011	278705	VALLEY CITY ENVIRONMENTAL SERV	4467	1,965.00
11/11/2011	278706	VANDENBERG, CAROL	999999	60.00
11/11/2011	278707	VERIZON WIRELESS SERVICES, LLC	4653	282.78
11/11/2011	278708	VESEY, ERIC	532	30.07
11/11/2011	278709	W W WILLIAMS	2034	93.10
11/11/2011	278710	WARREN, CHERYL	999999	75.00
11/11/2011	278711	WICK, SARA	999999	70.00
11/11/2011	278712	WINGFOOT COMMERCIAL TIRE	2613	3,031.25
11/11/2011	278713	WOLVERINE POWER SYSTEMS	4322	238.13
11/11/2011	278714	XEROX CORPORATION	2684	2,071.58
11/11/2011	278715	ZITO, JEAN	999999	75.00
11/11/2011	278716	58TH DISTRICT COURT	999999	184.00
11/23/2011	278717	A I S CONSTRUCTION EQUIP. CO.	640	21,000.00
11/23/2011	278718	ATE&T	849	77.54
11/23/2011	278719	A-1 AUTO BODY SHOP, INC.	97	1,018.81
11/23/2011	278720	A-1 SIGNS	2873	277.40
11/23/2011	278721	AGRO SALES NORTH LLC	3943	599.65
11/23/2011	278722	ALEXANDER, ALLISON	999999	338.77
11/23/2011	278723	ALL-PHASE ELECTRIC SUPPLY CO.	108	211.87
11/23/2011	278724	ALLEGRA PRINT & IMAGING	533	517.48
11/23/2011	278725	AMERICAN PLANNING ASSOCIATION	804	350.00
11/23/2011	278726	ANY CUTTING & WELDING	3347	400.00
11/23/2011	278727	TODD ARBANAS ENTERPRISES INC.	1704	1,720.00
11/23/2011	278728	ARIF, MUHAMMAD	532	70.50
11/23/2011	278729	ARTWEAR APPAREL GRAPHICS, INC.	3804	69.00
11/23/2011	278730	ADP, INC.	3305	1,168.68
11/23/2011	278731	AUTOMATION DESIGN & ENTERTAINM	2906	1,598.20
11/23/2011	278732	AUTOMOTIVE CONCEPTS CARSTAR	4399	497.20
11/23/2011	278733	B & L BOLT, INC.	123	70.50
11/23/2011	278734	B S & A SOFTWARE	1148	3,050.00
11/23/2011	278735	BAILEY CONTRACTORS INC., ROBER	771	690.00
11/23/2011	278736	BECKER ARENA PRODUCTS, INC.	2087	726.59
11/23/2011	278737	BEGEMAN, CRAIG	532	1,619.02
11/23/2011	278738	BEST WAY DISPOSAL, INC.	142	95.00
11/23/2011	278739	BITTERSWEET ACRES	1123	200.00
11/23/2011	278740	BLUE CROSS/BLUE SHIELD OF MICH	642	113,242.98
11/23/2011	278741	BOOTH NEWSPAPERS INC	89	949.74
11/23/2011	278742	BOOTH NEWSPAPERS INC	89	45.57
11/23/2011	278743	BREAD OF LIFE, LLC	4729	131.97
11/23/2011	278744	C & M CATERING, INC.	3639	175.50
11/23/2011	278745	C D W GOVERNMENT, INC.	2690	433.05
11/23/2011	278746	CAMPBELL AUTO SUPPLY	437	31.40
11/23/2011	278747	CHARTER COMMUNICATIONS	3080	103.92
11/23/2011	278748	CINTAS CORP.	2206	350.87
11/23/2011	278749	CITY OF KALAMAZOO (TRANS MILLA	4649	186.95
11/23/2011	278750	CITY OF KALAMAZOO TREASURER	540	233,930.79
11/23/2011	278751	CITY OF PORTAGE	177	877.63
11/23/2011	278752	COMMUNICATOR AWARDS	2195	225.00
11/23/2011	278753	COMSTOCK PUBLIC SCHOOLS	1671	281.17
11/23/2011	278755	CONSUMERS ENERGY-BILL PMT CNT	189	37,510.83
11/23/2011	278756	CROSSROADS CAR WASH	195	48.00

CHECK DATE	CHECK NUMBER	CHECK	VENDOR NAME	VENDOR #	CHECK AMOUNT
11/23/2011	278757	CROSSROADS EXPERT AUTO SERVICE		4109	98.84
11/23/2011	278758	CUSTOM CLOSING SERVICES INC		999999	2,561.69
11/23/2011	278759	DAANE'S CATERING		204	604.80
11/23/2011	278760	DAVE'S GLASS SERVICE, INC.		2874	7,217.00
11/23/2011	278761	DAVIS, SHAWN		532	100.00
11/23/2011	278762	DEYOUNG LANDSCAPE SERVICE		2000	1,684.00
11/23/2011	278763	EDMONSON, EDGAR		532	31.66
11/23/2011	278764	FIRST AMERICAN TITLE CO.		386	700.00
11/23/2011	278765	FLETCHER ENTERPRISES		1399	1,588.00
11/23/2011	278766	GOVERNMENT FINANCE OFFICERS AS		41	215.00
11/23/2011	278767	GREATER KALAMAZOO FOP LODGE 98		623	549.20
11/23/2011	278768	GREATER KALAMAZOO FOP LODGE 98		623	2,746.00
11/23/2011	278769	GREATER KALAMAZOO UNITED WAY		628	1,109.48
11/23/2011	278770	GRIFFIN PEST CONTROL, INC.		598	224.00
11/23/2011	278771	TAMMY HAMMEL		3858	100.00
11/23/2011	278772	HOME DEPOT		691	613.74
11/23/2011	278773	IERVOLINA, SUSAN		2074	180.00
11/23/2011	278774	IATC MEMBERSHIP		868	229.00
11/23/2011	278775	THE IRRIGATOR		2047	2,560.18
11/23/2011	278776	J & J LAWN SERVICE, INC.		457	250.00
11/23/2011	278777	Jerry Phelps		532	100.00
11/23/2011	278778	JERRY OWEN		532	100.00
11/23/2011	278779	JONES, DAN		532	100.00
11/23/2011	278780	JONS TO GO PORTABLE RESTROOM		3201	719.25
11/23/2011	278781	KALAMAZOO COUNTY HEALTH & COMM		84	5,415.92
11/23/2011	278782	KALAMAZOO COUNTY TREASURER		514	11,307.95
11/23/2011	278783	KALAMAZOO OIL COMPANY		4511	240.58
11/23/2011	278784	KUIPER BROTHERS MOVING INC.		1066	1,354.50
11/23/2011	278785	KZOO TIRE COMPANY		564	276.00
11/23/2011	278786	LEWIS PAPER PLACE, INC.		242	77.05
11/23/2011	278787	LEXISNEXIS/MATTHEW BENDER		2701	170.50
11/23/2011	278788	LIFELOC TECHNOLOGIES, INC.		3732	95.00
11/23/2011	278789	M & M CUSTOM FABRICATING INC.		4576	22.50
11/23/2011	278790	M R M A		945	132,889.00
11/23/2011	278791	Michael Markus		532	97.74
11/23/2011	278792	MARSHALL MUSIC CO		999999	423.45
11/23/2011	278793	MEJEUR ELECTRIC LLC		4724	3,807.00
11/23/2011	278794	MENARDS, INC		258	112.58
11/23/2011	278795	MICHIGAN ELECTION RESOURCES, L		264	650.00
11/23/2011	278796	MID-AMERICA APPRAISAL CO.		3523	760.00
11/23/2011	278797	MIRACLE RECREATION EQUIPMENT		488	517.50
11/23/2011	278798	MOORLAG, TODD		532	95.39
11/23/2011	278799	MORTON SALT, INC.		1059	7,712.86
11/23/2011	278800	MOSES FIRE EQUIPMENT, INC.		993	136.61
11/23/2011	278801	MOYER, JAMES		532	100.00
11/23/2011	278802	NEW FRESH CLEANING SERVICE		4351	281.00
11/23/2011	278803	NORTH AMERICAN COLOR INC		999999	3,387.01
11/23/2011	278804	OFFICE DEPOT, INC.		1721	260.22
11/23/2011	278805	OFFICEMAX INCORPORATED		301	45.22
11/23/2011	278806	ONE WAY PRODUCTS		440	282.60
11/23/2011	278807	OTTEN TROPHIES		304	72.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
11/23/2011	278808	PERFORMANCE INC.	4087	45.35
11/23/2011	278809	PETTY CASH-PARKS	536	648.30
11/23/2011	278810	PORTAGE FIREFIGHTERS	625	1,388.88
11/23/2011	278811	PORTAGE GLASS & MIRROR	4396	156.60
11/23/2011	278812	PORTAGE NORTHERN HIGH SCHOOL	2319	50.00
11/23/2011	278813	PORTAGE ON-CALL FIREFIGHTERS	504	350.00
11/23/2011	278814	PORTAGE POLICE OFFICERS ASSOC	624	1,639.00
11/23/2011	278815	PREMIER TRUCK SALES & RENTAL,	4052	41,250.00
11/23/2011	278816	PRIORITY HEALTH	4254	23,921.08
11/23/2011	278817	PRO SERVICES, INC.	4597	4,532.79
11/23/2011	278818	PRUDENTIAL NURSERY	937	900.00
11/23/2011	278819	PUBLIC MEDIA NETWORK	4582	14,759.56
11/23/2011	278820	PUBLIC MEDIA NETWORK	4582	66,401.64
11/23/2011	278821	RATHCO SAFETY SUPPLY, INC.	327	1,177.36
11/23/2011	278822	REPUBLIC SERVICES OF WEST MICH	4443	786.08
11/23/2011	278823	ROSSIO, STEVE	2561	100.00
11/23/2011	278824	SIGN ART	1174	7,857.60
11/23/2011	278825	SNELLING PERSONNEL SERVICES	2107	438.00
11/23/2011	278826	SOUTHWEST MICHIGAN FIRST	999999	1,750.00
11/23/2011	278827	SPECTRUM CONSTRUCTION SERVICES	999999	50.00
11/23/2011	278828	STAP BROS LAWN & LANDSCAPE,INC	366	3,510.33
11/23/2011	278829	STATE OF MICH - STATE POLICE	367	30.00
11/23/2011	278830	STATE OF MICHIGAN (MDEQ)	820	7,684.96
11/23/2011	278831	STATE OF MICHIGAN (MDEQ)	820	225.00
11/23/2011	278832	STATE OF MICHIGAN DNRE	4118	300.49
11/23/2011	278833	STATE SYSTEMS RADIO, INC	369	314.40
11/23/2011	278834	STEENMA LAWN & POWER EQUIPMEN	3222	9,670.00
11/23/2011	278835	SUZANNE'S SENSIBLE SOLUTIONS	4673	25.00
11/23/2011	278836	TECHNOLOGY SOLUTIONS	4612	1,971.25
11/23/2011	278837	TELVENT DTN, INC.	4667	549.75
11/23/2011	278838	JOHANNA THOMPSON	4682	120.00
11/23/2011	278839	TIMID RABBIT MAGIC & MAS. SHOP	1124	125.50
11/23/2011	278840	TOO CLEAN JANITORIAL	2220	3,410.00
11/23/2011	278841	TOY BOX STORAGE	3208	3,909.96
11/23/2011	278842	TRACTOR SUPPLY CORP.	2817	251.28
11/23/2011	278843	TRIMRITE TREE SERVICE	2966	850.00
11/23/2011	278844	U A W, LOCAL 2290	1862	455.10
11/23/2011	278845	ULINE, INC.	4449	159.64
11/23/2011	278846	UNITED PARCEL SERVICE	545	12.00
11/23/2011	278847	VANDYK, TIMOTHY	999999	5.00
11/23/2011	278848	VANLEUWEN, STEVE	999999	100.00
11/23/2011	278849	VORENKAMP, DALE	999999	1,075.00
11/23/2011	278850	WEDEL'S INC.	410	2,675.50
11/23/2011	278851	WELLFESS COUNCILS OF AMERICA	3938	365.00
11/23/2011	278852	WEST MICHIGAN STAMP & SEAL, INC	415	18.20
11/23/2011	278853	WHITAKER CONSTRUCTION CO.	423	1,850.00
11/23/2011	278854	WINDMULLER ELECTRIC, INC.	3061	3,763.36
11/23/2011	278855	WINGFOOT COMMERCIAL TIRE	2613	4,888.55
11/23/2011	278856	WOLVERINE POWER SYSTEMS	4322	1,070.00
11/23/2011	278857	WONDERWARE NORTH (Q-MATTION)	4629	8,862.00
11/23/2011	278858	XEROX CORPORATION	2684	50.00

PREPARED 11/28/2011 8:03:15 A/P CHECKS BY PERIOD AND YEAR  
 PROGRAM: 0M350L FROM 11/06/2011 TO 11/21/2011  
 CITY OF PORTAGE

BANK CODE \*ALL\*

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 CHECK DATE CHECK NUMBER VENDOR NAME VENDOR # CHECK AMOUNT  
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11/23/2011	278859	ZERO WASTE USA, INC.	4435	373.50
11/23/2011	278860	3B DISTRICT COURT	999999	123.60
11/23/2011	278861	57TH DISTRICT COURT	999999	291.00

DATE RANGE TOTAL \* 1,580,530.95 \*

FROM: 11/06/2011 TO: 11/27/2011

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFEP DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
662		ABONMARCHE CONSULTANTS, INC	11/11/2011	15,124.01	0720003200000001	0000001	00
663		ADAMS REMCO, INC.	11/11/2011	878.40	0720003200000002	0000001	00
690		ADAMS REMCO, INC.	11/23/2011	77.50	0720003200000001	0000001	00
691		ADMIRAL LOCK & KEY SERVICE	11/23/2011	35.00	0720003200000002	0000001	00
664		ALRO STEEL CORPORATION	11/11/2011	999.10	0720003200000003	0000001	00
665		AMERICAN SAFETY & FIRST AID	11/11/2011	125.87	0720003200000004	0000001	00
666		ANDRUS TRAVEL, GAIL	11/11/2011	1,228.50	0720003200000005	0000001	00
692		ANIMAL REMOVAL SERVICE, LLC	11/23/2011	2,605.00	0720003200000003	0000001	00
667		B & B YARDSCAPE	11/11/2011	5,525.00	0720003200000006	0000001	00
693		BATTERIES PLUS	11/23/2011	332.88	0720003200000004	0000001	00
668		BELL EQUIPMENT COMPANY	11/11/2011	1,160.41	0720003200000007	0000001	00
694		BELL EQUIPMENT COMPANY	11/23/2011	2,119.55	0720003200000005	0000001	00
669		BLUE CARE NETWORK-GREAT LAKES	11/23/2011	62,151.82	0720003200000006	0000001	00
695		BRENNER OIL CO.	11/11/2011	19,744.14	0720003200000008	0000001	00
696		CARRIER & GABLE	11/23/2011	6,790.00	0720003200000007	0000001	00
670		CONTINENTAL LINEN SUPPLY CO.	11/11/2011	28.88	0720003200000009	0000001	00
697		CONTINENTAL LINEN SUPPLY CO.	11/23/2011	43.26	0720003200000008	0000001	00
671		CROWN TROPHY	11/11/2011	105.00	0720003200000010	0000001	00
672		D & D PRINTING CO.	11/11/2011	176.00	0720003200000011	0000001	00
698		D & D PRINTING CO.	11/23/2011	50.00	0720003200000009	0000001	00
699		DELTA DENTAL PLAN OF MI	11/23/2011	19,982.47	0720003200000010	0000001	00
673		EMPLOYMENT GROUP, INC.	11/11/2011	3,317.18	0720003200000012	0000001	00
700		EMPLOYMENT GROUP, INC.	11/23/2011	4,413.63	0720003200000011	0000001	00
674		ENGINEERED PROTECTION SYSTEMS, INC.	11/11/2011	66.00	0720003200000013	0000001	00
701		ETNA SUPPLY, INC.	11/23/2011	49.30	0720003200000012	0000001	00
675		GRAINGER INC, W W	11/11/2011	451.67	0720003200000014	0000001	00
702		GRAINGER INC, W W	11/23/2011	15.41	0720003200000013	0000001	00
676		GREENPLUS LANDSCAPING	11/11/2011	10,293.33	0720003200000015	0000001	00
703		HARTFORD LIFE INSURANCE COMPANY	11/23/2011	7,874.16	0720003200000014	0000001	00
677		HI-TECH ELECTRIC CO.	11/11/2011	260.90	0720003200000016	0000001	00
704		HI-TECH ELECTRIC CO.	11/23/2011	670.61	0720003200000015	0000001	00
678		INDUSCO SUPPLY CO., INC.	11/11/2011	626.34	0720003200000017	0000001	00
705		INDUSCO SUPPLY CO., INC.	11/23/2011	736.18	0720003200000016	0000001	00
706		IRISH AYRES ENTERPRISES, LLC	11/23/2011	8,773.65	0720003200000017	0000001	00
679		KEHOE, EDWARD J	11/11/2011	130.00	0720003200000018	0000001	00
680		KNAPP ENERGY, INC.	11/11/2011	19,748.70	0720003200000019	0000001	00
707		KNAPP ENERGY, INC.	11/23/2011	7,608.48	0720003200000018	0000001	00
708		KUSHNER & COMPANY, INC.	11/23/2011	331.14	0720003200000019	0000001	00
681		LANDS END	11/11/2011	56.78	0720003200000020	0000001	00
709		MCCARTHY SMITH LAW GROUP, PLC	11/23/2011	3,412.98	0720003200000020	0000001	00
682		PACIFIC TELEMGMT SERVS, JAROTH INC	11/11/2011	303.00	0720003200000021	0000001	00
683		PRECISION PRINTER SERVICES INC	11/11/2011	1,285.63	0720003200000022	0000001	00
710		PRECISION PRINTER SERVICES INC	11/23/2011	311.31	0720003200000021	0000001	00
684		REHMANN GROUP LLC	11/11/2011	14,000.00	0720003200000023	0000001	00
685		SAFETY SERVICES, INCORPORATED	11/11/2011	157.21	0720003200000024	0000001	00
711		SAFETY SERVICES, INCORPORATED	11/23/2011	1,533.70	0720003200000022	0000001	00
712		SARCOM, INC	11/23/2011	39,080.44	0720003200000023	0000001	00
686		SNELL, DEBRA	11/11/2011	236.00	0720003200000025	0000001	00
713		SUBURBAN MECHANICAL	11/23/2011	230.00	0720003200000024	0000001	00
687		U S SIGNAL COMPANY, LLC	11/11/2011	549.00	0720003200000026	0000001	00
688		UNITED WATER ENVIRONMENTAL SERVICES	11/11/2011	167,775.40	0720003200000027	0000001	00
714		VISION SERVICE PLAN INSURANCE CO	11/23/2011	2,110.56	0720003200000025	0000001	00

PREPARED 11/28/2011, 8:11:02  
PROGRAM: GM176L  
CITY OF PORTAGE

ELECTRONIC FUNDS TRANSFER REGISTER

FROM: 11/06/2011 TO: 11/27/2011

PAYMENT NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
689	360 SERVICES, INC.	11/11/2011	1,109.10	072000320000028	0000001	00

GRAND TOTAL: 436,790.58 NO. OF CHECKS: 53

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** December 2, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Health Insurance Contract Renewals

**ACTION RECOMMENDED:** That City Council approve:

- a. Up to one-year contract renewals for employee health insurance offered through Blue Care Network-5 (HMO), Priority Health (HMO) and Blue Cross Blue Shield of Michigan (PPO-1 and Traditional);
  - b. A one-year contract for Blue Care Network-10 (HMO) and Blue Cross Blue Shield of Michigan (PPO-2);
  - c. A two-year contract for Vision Services Plan (VSP);
  - d. Amendment of the Department Head and Non-Union Health Management Program (HMP) and Personnel Rules and Regulations, and
- authorize the City Manager to execute all documents on behalf of the city.

The City of Portage provides health insurance to all full-time non-union and union personnel as part of a comprehensive benefit package. Health insurance benefits are a key element of a competitive benefit package important to attracting and retaining high quality employees.

Effective with the health insurance plan year following January 1, 2012, Public Act 152 of 2011 limits the amount public employers may pay for employee medical benefits. Unless a current labor agreement was in place at the time of the legislation, a public employer is limited to paying no more than \$5,500 annually for a single coverage, \$11,000 for two-person coverage and \$15,000 for family coverage. Future caps are tied to inflation based upon the medical component of the Consumer Price Index.

While Public Act 152 of 2011 provides options for the City Council to approve (by a majority vote) an 80/20 employer/employee health insurance option or (by a two-thirds vote) to opt out of the caps altogether, upon evaluation, the City Administration has chosen to implement the strict dollar cap provision of the legislation. The decision to do so was predicated upon a determination that the impact of implementing the dollar cap option was less onerous on employees city-wide, as well as upon the need to limit health insurance related expense to the city as much as practical.

Current health insurance plans expire on January 31, 2012. As part of the health insurance contract renewal process, the city received the following rate changes:

BCBSM (PPO-1)	IAFF	-7.74%
BCBSM (PPO-2)	Dept. Head & Non-union	-3.42%
Blue Care Network-5 (HMO)	UAW	+10.77%
Blue Care Network-5 (HMO)	PPOA & PPCOA	+10.87%
Priority Health (HMO)	PPOA	+18%
BCBSM High Opt. (Traditional)	PPOA	+20.13%

The difference in rate changes between insurance plans is primarily related to the experience (i.e., the amount of utilization/cost) within the plan over the prior year. The HMO plans (Blue Care Network [BCN] and Priority Health) are “community rated,” meaning the plan experience is measured on the utilization from a broad group of users, not only City of Portage employees and dependents. The Blue Cross Blue Shield of Michigan (BCBSM) plans are all “experience rated,” meaning the rate changes relate mostly to the utilization of City of Portage employees and dependents.

For several months, the City Administration has been negotiating replacement labor agreements for contracts that expired June 30, 2011 with the Portage Police Command Officers Association (PPCOA), the Portage Police Officers Association (PPOA) and the United Auto Workers (UAW). Through this process, and as a way of managing increased premium costs that will need to be passed onto city employees, the City Administration identified alternative health insurance benefit plans for all employee groups. One group represented by the United Auto Worker’s (UAW) accepted the city’s proposal to implement an alternative benefit plan (BCN-10) through the current carrier, Blue Care Network. By implementing the BCN-10 plan, UAW represented employees will receive a reduction of 26% in premium costs from the renewal rates. The recommended labor contract renewal agreement which includes this alternative health insurance benefit is provided for approval on the December 6, 2011 Council agenda.

As the PPCOA and PPOA have yet to reach a contract settlement agreement with the city, the current BCN-5 plan, BCBSM traditional plan and Priority Health plan will need to be renewed at this time. The dollar caps provided through PA 152 of 2011 will become effective relative to PPCOA and PPOA represented employees on February 1, 2012. Additionally, employees represented by the International Association of Fire Fighters (IAFF) are currently provided with health insurance coverage through the BCBSM PPO-1 plan. As the IAFF labor agreement is in effect until June 30, 2012, the PPO-1 plan must also be renewed at this time. Any changes to the insurance plan covering IAFF represented employees will be negotiated as part of a replacement labor agreement, which will not become effective until some time after ratification of the labor agreement by the union membership and approval by City Council. The dollar caps provided through Public Act 152 of 2011 will become effective relative to IAFF-represented employees on July 1, 2012.

Department Head/Non-Union personnel are currently provided with health insurance coverage through BCBSM PPO-2 plan. By making adjustments to benefit levels of the plan, the City Administration has been able to reduce the premiums for the Department Head/Non-Union plan by an additional 12.6% from the renewal rates. Vision coverage for Department Head/Non-Union personnel is provided through Vision Service Plan (VSP). VSP has submitted a two year contract renewal that includes a 7% decrease in city costs.

Related to the health insurance benefit, and due to the limitations of Public Act 152 of 2011, the Health Management Program (HMP) for Department Head/Non-Union personnel will no longer be tied to employee health insurance premium costs. As will be recalled, past participants in this city wellness program who successfully achieved HMP program requirements were provided a 10 percent reduction in employee-related health insurance premium cost. So as to avoid conflict with the new legislation, an alternative incentive is recommended such that Department Head/Non-Union personnel who are successful in the HMP will be offered a taxable cash incentive of \$600 annually. As a related matter, it is also recommended that Council resolve to amend the City Personnel Rules and Regulations to remove the current language that ties health insurance costs to the HMP for Non-Union retirees and continue to pay the same contribution toward health insurance as active Non-Union personnel.

As a final element, effective January 1, 2012, Public Act 142 of 2011, the Health Insurance Claims Assessment Act, imposes a 1 percent assessment on all health care claims. The assessment is applied to all medical, dental and vision related claims. Accordingly, the City Administration will incorporate funding in the amount of \$30,000 for the mandated assessment as part of the annual health insurance benefit budget in fiscal year 2012/2013. To address the payment of the tax for the remainder of fiscal year 2011/2012, funds will be utilized from the current health insurance budget.

Funds have been budgeted and are available to fund health insurance coverage for the balance of the current fiscal year and will be appropriated for fiscal year 2012/13. As a result, Council approval is recommended for up to one-year contract renewals for the Blue Care Network-5, Priority Health (HMO) and Blue Cross Blue Shield of Michigan (Traditional and PPO-1) health insurance plans. Council approval is also recommended for one-year contracts for the Blue Care Network-10 and Blue Cross Blue Shield of Michigan (PPO-2) health insurance plans, a two-year contract with Vision Services Plan and for amendment of the Department Head and Non-Union HMP and Non-Union retiree health language as outlined above.

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** December 1, 2011

**FROM:** Maurice S. Evans, City Manager



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

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

The City Administration has negotiated a replacement agreement with the United Auto Workers (UAW) for the labor agreement that expired on June 30, 2011. The proposed agreement has been ratified by the UAW membership and covers seventeen Streets Department and Parks Department employees for the period of July 1, 2011 through June 30, 2013. Highlights of the ratified agreement include:

- Wages remain at current levels.
- Limitations on employer contributions to health insurance premiums of \$5,500 for single coverage, \$11,000 for two-person coverage and \$15,000 for family coverage, adjusted February 1, 2013 based upon the medical care component of the U.S. Consumer Price Index.
- A limitation of the pension contribution for new hires to 10 percent of annual base wage.
- A reduction on sick leave accruals for new hires from eight hours per month to four hours per month, with a maximum accumulation of 1,000 hours.
- A change to the Health Management Program to provide a \$300 award on February 1, 2012 and February 1, 2013 for successful completion of the city wellness program, in lieu of the former 10 percent reduction of employee health insurance premiums.
- A signing bonus of \$600 payable on the first payroll following execution of the labor agreement and,
- In recognition of no wage increase since July 1, 2009, effective July 1, 2012 UAW employees will receive a one-time bonus equal to 1 percent of base wage.

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

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** December 1, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Amendment to the Code of Ordinances – Pawnbrokers and Secondhand Dealers

**ACTION RECOMMENDED:** That City Council accept the amendment to Chapter 14 of the Code of Ordinances by adding Article 8, Section 14-202 through Section 14-213, Pawnbrokers and Secondhand Dealers, for first reading and set a second reading with final adoption for December 20, 2011.

Attached is a proposed amendment to the City of Portage Code of Ordinances pertaining to the licensing of pawnbroker and secondhand dealer business operations and the establishment of recordkeeping requirements pertaining to goods received at these establishments.

It is known that stolen property, often at no fault of the business owner, is sold or pawned at secondhand dealers and pawnbrokers. The proposed ordinance has been drafted to assist law enforcement in recovering stolen property and return of the property to its rightful owner.

It is recommended that City Council accept the addition to Chapter 14, which will be Article 8, Sections 202 through 213, Pawnbrokers and Secondhand Dealers, and set a second reading for December 20, 2011.

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CITY OF PORTAGE, MICHIGAN  
BY ADDING ARTICLE 8 OF CHAPTER 14  
BUSINESSES**

**THE CITY OF PORTAGE ORDAINS:**

**That Chapter 14 shall be amended to add the following:**

**ARTICLE 8. Secondhand Dealers.**

**Section 14-202. Definitions.**

(a) As used in this article, the following terms shall have the meanings indicated:

(1) "*Internet drop-off store*" means a person, corporation, or firm that contracts with other persons, corporations, or firms to offer its personal property or other valuable thing for sale, purchase, consignment, or trade through means of an internet website and meets the conditions described in MCL 445.401(3), as amended.

(2) "*Pawnbroker*" means any person, corporation, or member or members of a co-partnership or firm or other entity engaged in conducting, managing or carrying on the business of pawnbroking; or the business of lending money upon personal property, pawns or pledges; or the business of purchasing articles of personal property and reselling, or agreeing to resell such articles to the vendors or their assignees at prices agreed upon at or before the times of such purchase pursuant to MCL 446.201, et seq., as amended.

(3) "*Precious metals and gem dealer*" means a person, corporation, firm association, which, in whole or in part, engages in the ordinary course of repeated and recurrent transactions of buying or receiving precious items from the public as defined by the Precious Metals and Gem Dealer Act, MCL 445.481, et seq., as amended.

(4) "*Secondhand dealer*" means any person, corporation, or member or members of a co-partnership or firm or other entity engaged in purchasing, selling, exchanging, storing, or receiving secondhand goods of any kind as defined in this article.

(5) "*Secondhand goods*" means any goods, wares, merchandise or other personal property previously used or owned by another, including, but not limited to, appliances and radios, televisions, video cassette players and recorders, compact discs, digital video disks, CD and DVD players and recorders, software for computer games, computer games and computer gaming equipment, tools, guns, jewelry, musical instruments, sporting equipment, bicycles, lawn mowers and lawn equipment, snow blowers, typewriters, and audio equipment such as home and vehicle stereos and speakers.

(b) This Article does not apply to the following:

(1) Any person, corporation, or member or members of a co-partnership, or firm that received the secondhand good as part payment for a new good, if the person is the authorized representative or agent of the manufacturer of the new good sold; a dealer in nonferrous metals as defined and regulated by the Nonferrous Metal Regulatory Act, MCL 445.423, et seq., as amended; any person, corporation, or member or members of a co-partnership, or firm engaged in business solely as a pawnbroker and not as a secondhand dealer as defined by this article; any person, corporation, or member or members of a co-partnership, or firm engaged in business as an internet drop-off store; a scrap processor or automotive recycler as defined in MCL 445.403.

(2) Old rags, waste paper, motor vehicles, antiques, books, magazines, clothing, or household furniture.

#### **Section 14-203. Secondhand Dealer License.**

No later than 90 days from the effective date of this article, no business engaging in the business of purchasing, storing, selling, exchanging and receiving secondhand goods shall be operated or maintained in the City of Portage ("city") without first obtaining a license to operate issued by the city.

#### **Section 14-204. Secondhand Dealer License required for Pawnbrokers.**

No pawnbroker shall conduct the business of a secondhand dealer without having obtained the license required by this article in addition to the pawnbroker's license required pursuant to MCL 446.201, et seq., as amended.

#### **Section 14-205. Secondhand Dealer License required for Precious Metals and Gem Dealers.**

No precious metal or gem dealer shall conduct the business of a secondhand dealer without having obtained the license required by this article in addition to the precious metals and gem dealers license required pursuant to MCL 445.481, et seq., as amended.

#### **Section 14-206. Application for license.**

(a) Any person, partnership or corporation desiring to secure a license shall make application to the city clerk. The application shall be dated by the city clerk. A copy of the completed application shall be distributed by the city clerk to the office of the city manager, department of public safety, department of community development and to the applicant.

(b) The application for a license shall be upon a form provided by the city clerk. An applicant for a license, which shall include all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a corporate applicant, all stockholders owning more than five percent (5%) of the stock of a corporate applicant, and any other person who is interested directly in the ownership or operation of the business, shall furnish the following information under oath:

- (1) Name and address, including all aliases.
- (2) Date of birth.
- (3) Social Security number.
- (4) Written proof that the individual is at least 18 years of age.
- (5) All residential addresses of the applicant for the past 3 years.
- (6) The applicant's height, weight, color of eyes and hair.
- (7) The business, occupation or employment of the applicant for 5 years immediately preceding the date of application.
- (8) Whether the applicant previously operated in this or any other county, city, or state under a secondhand dealer license or similar business license; whether the applicant has ever had such a license revoked or suspended, the reason therefore and the business entity or trade name under which the applicant operated that was subject to the suspension or revocation.
- (9) All criminal convictions, whether under federal or state statute or city ordinance (minor traffic violations are excepted); or any forfeiture of bond.
- (10) Fingerprints and two portrait photographs at least two inches by two inches of the applicant.
- (11) The address of the secondhand dealership to be operated by the applicant.
- (12) If the applicant is a corporation, the application shall specify the name of the corporation, the date and state of incorporation, the name and address of the registered agent and the name and address of all shareholders owning more than five percent of the stock in said corporation and all officers and directors of the corporation.
- (13) The address which applicant desires to receive notification under the article.

(c) An applicant for a license shall additionally submit to the city clerk with the application a copy of a Michigan Criminal History Access Tool (ICHAT) search report, dated no more than 7 day before the date the application is submitted to the city clerk, for applicant, including all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a corporate applicant, all stockholders owning more than five (5%) percent of the stock of a corporate applicant, and any other person who is interested directly in the ownership or operation of the business.

(d) Within 30 days of receiving an application for a license the city clerk shall notify the applicant whether the application is granted or denied.

(e) Whenever an application is denied, the city clerk shall advise the applicant in writing of the reasons for such action. If the applicant requests a hearing in writing to the city clerk within 10 days of receipt of notification of denial, a hearing shall be held within 30 days thereafter before the city council, as hereinafter provided.

(f) Failure or refusal of the applicant to give any information relevant to the investigation of the application or his or her refusal or failure to appear at any reasonable time and place for examination under oath regarding said application or his or her refusal to submit to or cooperate with any investigation required by this article shall constitute an admission by the applicant that he or she is ineligible for such license and shall be grounds for denial thereof by the city clerk.

#### **Section 14-207. Standards for issuance of license.**

(a) To receive a license to operate a business as a secondhand dealer, an applicant must meet the following standards:

- (1) If the applicant is an individual or single member LLC:
  - a. The applicant shall be at least 18 years of age.
  - b. The applicant shall not have been convicted of or pleaded nolo contendere to a felony or any crime involving theft, dishonesty, receipt of stolen property or embezzlement in any jurisdiction within 5 years immediately preceding the date of the application.
  - c. The applicant shall not have been found to have previously violated this ordinance or a substantially similar ordinance within 5 years immediately preceding the date of the application.
- (2) If the applicant is a corporation:
  - a. All officers, directors and stockholders required to be named under Section 14-206(b) shall be at least 18 years of age.
  - b. No officer, director or stockholder required to be named under Section 14-206(b) shall have been convicted of or pleaded nolo contendere to a felony or any crime involving theft, dishonesty, receipt of stolen property or embezzlement in any jurisdiction within 5 years immediately preceding the date of the application.
  - c. No officer, director, or stockholder required to be named under Section 14-206(b) shall have been found to have previously violated this ordinance or a substantially similar ordinance within 5 years immediately preceding the date of the application.
- (3) If the applicant is a partnership, joint venture, LLC or any other type of organization where two or more persons have a financial interest:
  - a. All persons having a financial interest in the partnership, joint venture, LLC or other type of organization shall be at least 18 years of age.

b. No person having a financial interest in the partnership, joint venture, LLC or other type of organization shall have been convicted of or pleaded nolo contende to a felony or any crime involving theft, dishonesty, receipt of stolen property or embezzlement in any jurisdiction within 5 years immediately preceding the date of the application.

c. No person having a financial interest in the partnership, joint venture, LLC or other type of organization shall have been found to have violated any provision of this article or a substantially similar ordinance within 5 years immediately preceding the date of the application.

(b) No license shall be issued unless the department of public safety has investigated the applicant's qualifications to be licensed. The results of that investigation shall be filed in writing with the city clerk no later than 14 days after the date of the application.

#### **Section 14-208. Fees.**

A license fee set by resolution of city council shall be submitted with the application for a license.

#### **Section 14-209. Display of license or permit.**

The license shall be displayed in a conspicuous public place in the second hands goods business establishment.

#### **Section 14-210. Renewal of license or permit.**

(a) Every license issued pursuant to this article will terminate at the expiration of 1 year from the date of issuance, unless sooner revoked, and must be renewed before operation is allowed in the following year. Any secondhand dealer desiring to renew a license shall make application to the city clerk. The application for renewal must be filed not later than 60 days before the license expires. The application for renewal shall be filed in triplicate with and dated by the city clerk. A copy of the application for renewal shall be distributed promptly by the city clerk to the city police department and to the secondhand business dealer. The application for renewal shall be upon a form provided by the city clerk and shall contain such information and data, given under oath or affirmation, as is required for an application for a new license, and shall be reviewed and approved in the same manner.

(b) A license renewal fee set by resolution of city council shall be submitted with the application for renewal.

#### **Section 14-211. Revocation or suspension of license.**

(a) The city council can revoke or suspend a license for any of the following reasons:

(1) Discovery that false or misleading information or data was given on any application or material facts were omitted from any application.

(2) The secondhand dealer or any employee of the secondhand dealer has violated any provision of this article or any rule or regulation adopted by the city council pursuant to this article; provided, however, that in the case of a first

offense by an secondhand dealer where the conduct was solely that of an employee, the penalty shall not exceed a suspension of 30 days if the council shall find that the secondhand dealer had no actual or constructive knowledge of such violation and could not by the exercise of due diligence have had such actual or constructive knowledge.

(3) The secondhand dealer becomes ineligible to obtain a license or permit or the secondhand dealer is convicted of or pleads nolo contendere to any felony or any crime involving theft, dishonesty, receipt of stolen property or embezzlement.

(4) Any cost or fee required to be paid by this article is not paid.

(b) The city council, before revoking or suspending any license shall give the secondhand dealer at least 10 days written notice of the charges against the secondhand dealer, and the opportunity for a hearing before the city council, as hereinafter provided:

(1) Before the city council revokes or suspends a license issued herein the city council shall cause written notice to be sent by certified mail to the licensee affected, at the address stated in the license informing such person of the right to a hearing upon request.

(2) If the licensee does not request a hearing within 14 days of the date the notice was sent, the license may be forthwith revoked or suspended. If the licensee requests a hearing before the city council regarding said proposed revocation or suspension, said hearing shall be held within 21 days after the date of the written request.

(c) Any license issued by the city may be immediately suspended by the city manager or his or her duly appointed designee if it is determined that the licensee has violated or someone at or upon the licensed location has violated the city ordinance or state law and that continued operation under the license is contrary to the public health, safety, and welfare. A licensee shall have the right to a hearing before the city council on any license suspension by the city manager and notice thereof shall be given in accordance with subsection (b)(1) and (b)(2).

(d) Both the city and the licensee shall be afforded a reasonable opportunity to present evidence on the issue at the hearing. Action taken by the city council shall be final and any fees hereunder shall not be refunded to the applicant or licensee.

(e) The transfer of a license or any interest in a license shall automatically and immediately revoke the license.

(f) Any secondhand dealer whose license is revoked shall not be eligible to receive a license for one year from the date of revocation. No location or premises for which a license has been issued shall be used as business dealing in secondhand goods for six months from the date of revocation of the license.

**Section 14-212 Responsibilities of the secondhand dealer; records of goods received; reporting requirements.**

(a) A secondhand dealer shall keep a record in English at the time the secondhand dealer receives any secondhand goods. The record shall include a description of the goods, a photograph of the goods received, the serial number and model number if available, a sequential transaction number, the amount of money or other consideration received for said goods, the name, residence, general description and driver's license number, official state personal identification card number, or government identification number of the person from whom the secondhand goods were received, the right thumb print of the person from whom the goods were received, and the day and hour when the goods were received. Such records, the place where the secondhand dealer's business is carried on and all secondhand goods in that place of business or in control of the secondhand dealer are subject to examination at any time by the police department. The required information shall be maintained consistent with subsection (b) below.

(b) The secondhand dealer shall retain a record of each transaction for a minimum of one year or as directed by the police department. Within 90 days of the effective date of this ordinance, the information in the record of transaction shall be transmitted to the police department by computer over the Internet to the website established by the city for this purpose. Information and assistance concerning the website shall be provided by the city. So long as the required information is transmitted by computer, a handwritten form need not be completed, but a short form with the right thumb print of the individual trading in the item shall be maintained, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumb print on the full handwritten form or the short form, then another specifically designated fingerprint shall be provided. Upon request, the short form shall be immediately provided to the police department.

(c) The secondhand dealer, other than a secondhand dealer who is also a precious metals and gem dealer, shall retain any secondhand goods received for at least 15 days before disposing of them, in an accessible place in the building where the secondhand goods are purchased and received. A tag shall be attached to the secondhand goods in some visible and convenient place, with the number written thereupon, to correspond with the transaction number in the records required to be kept by this article. A secondhand dealer who is also a precious metals and gem dealer shall retain any secondhand goods received for at least 9 days before disposing of them in the same manner.

(d) The secondhand dealer shall maintain a register of all employees, showing the name and aliases used by the employee, home address, age, date of birth, sex, height, weight, color of hair and eyes, phone numbers, date of employment and termination, and duties of each employee. The above information on each employee shall be maintained in the register on the premises for a period of 3 years following termination.

(e) The secondhand dealer shall make the register of employees available immediately for inspection by police upon demand of the chief of the police department or his or her duly appointed designee at all reasonable times.

(f) Every act or omission by an employee constituting a violation of the provisions of this article shall be deemed the act or omission of the secondhand dealer if such act or omission occurs either with the authorization, knowledge, or approval of the secondhand dealer, or as a result of the secondhand dealer's negligent failure to supervise the employee's conduct, and the

secondhand dealer shall be punishable for such act or omission in the same manner as if the secondhand dealer committed the act or caused the omission.

**Section 14-213. Penalty and remedies.**

(a) Any person convicted under this article shall be subject to a maximum penalty of 90 days in jail, or an equal amount of time of community service, or any combination thereof not exceeding 90 days, plus \$500.00 fine, plus actual costs of prosecution and mandatory restitution to victims.

(b) In addition to the penalty provided in subsection (a) of this section, any condition caused or permitted to exist in violation of the provisions of this Code, or any ordinance, shall be deemed a new and separate offense for each day that such condition continues to exist.

(c) Nothing in this Article shall prevent the city from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this Article.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter J. Strazdas, Mayor

FIRST READING:  
SECOND READING:  
ORDINANCE #:  
EFFECTIVE DATE:

CERTIFICATION

I, James R. Hudson, do hereby certify that I am the duly appointed and acting City Clerk of the City of Portage and that the foregoing ordinance was adopted by the City of Portage on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

PREPARED BY:  
Charles R. Bear (P34107)  
Portage Assistant City Attorney  
1662 East Centre Avenue  
Portage, MI 49002  
(269) 323-8812

Approved as to Form:

Date: 10-5-11  
CRB  
City Attorney

NOTICE  
OF  
ADOPTION OF ORDINANCE  
CITY OF PORTAGE, MICHIGAN

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

NOTICE IS HEREBY GIVEN that an Ordinance to add Sections 14-202, Definitions; 14-203, Secondhand Dealer License; 14-204, Secondhand Dealer License required for Pawnbrokers; 14-205, Secondhand Dealer License required for Precious Metals and Gem Dealers; 14-206, Application for License; 14-207, Standards for issuance of license; 14-208, Fees; 14-209, Display of license or permit; 14-210, Renewal of license or permit; 14-211, Revocation or suspension of license; 14-212, Responsibilities of the secondhand dealer; records of goods received; reporting requirements; and 14-213, Penalty and remedies, of Article 8, of Chapter 14, Businesses, was adopted by the City Council at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, and will become effective \_\_\_\_\_, 2011.

NOTICE IS FURTHER GIVEN that the amendment is summarized as follows:

The ordinances regulate dealers in secondhand goods by requiring secondhand dealers to, among other things, obtain a license, record certain information regarding transactions in secondhand goods, and make periodic reports to the Portage Department of Public Safety electronically. The ordinances also set forth standards for the issuance and revocation, as well as penalties for non-compliance.

PLEASE TAKE FURTHER NOTICE that copies of said ordinance amendment may be examined at the City Hall on any business day except public and legal holidays from and after publication of this Notice from 8:00 a.m. and 5:00 p.m. The ordinance amendment has also been posted at the Portage City Hall, Portage Police Building and Portage Senior Center.

Dated: \_\_\_\_\_, 2011

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

PREPARED BY:  
Randall L. Brown (P34116)  
Portage City Attorney  
1662 East Centre, Suite A  
Portage, MI 49002

Approved as to Form:

Date: 10-5-11

CRB  
\_\_\_\_\_  
City Attorney

**CITY OF PORTAGE  
RESOLUTION FOR LICENSE FEE UNDER ARTICLE 8 OF CHAPTER 14  
BUSINESSES**

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on \_\_\_\_\_, 2011 at 7:30 p.m. local time at the City Hall in the City of Portage, Michigan.

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

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

The following resolution was offered by:

Councilmember: \_\_\_\_\_, and supported by:

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

WHEREAS, under Chapter 14, Businesses, it is necessary for the Council to establish by resolution the license fee for secondhand dealers;

NOW, THEREFORE, BE IT RESOLVED: That the license fee of \$50.00 is hereby established for secondhand dealers in the City of Portage.

YES: Councilmember \_\_\_\_\_

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

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

RESOLUTION DECLARED ADOPTED: \_\_\_\_\_

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of this resolution adopted at a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan held on \_\_\_\_\_, 2011, the original of which is in the official proceedings of the City Council.

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

Approved as to form:

Date 11-22-11

ERB  
City Attorney

## CITY OF PORTAGE

### APPLICATION FOR SECONDHAND DEALER'S LICENSE

City Clerk's Office  
City of Portage  
7900 South Westnedge Avenue  
Portage, MI 49002

Pursuant to Chapter 14 (Businesses) Article 8 – Secondhand Dealers, each applicant for a Secondhand Dealer License within the City of Portage is required to submit a current and complete "City of Portage Secondhand Dealer License Application" as furnished by the City Clerk.

#### INSTRUCTIONS TO COMPLETE APPLICATION:

Please provide the information requested below. Responses must be legible, preferably typed within the space provided. If additional room is required for a response, please attach a separate sheet. The completed application must be signed and dated by the applicant, if an individual, or by a duly authorized agent thereof, if a partnership or corporation. The original application must be submitted to the City Clerk and accompanied by the \$50.00 application fee.

NOTE: Incomplete or illegible applications may be rejected from further consideration and the City reserves the right to request additional information from the applicant as part of the review process.

#### Required Information

**The following form must be completed for:** all partners or limited partners of a partnership applicant, all officers and directors of a corporate applicant, and all stockholders owning more than five percent of the stock of a corporate applicant, or any other person who is interested directly in the ownership or operation of the business. The information shall be furnished under oath.

Name of Applicant:			
Aliases:			
Current Street Address:			
City:	State:	Zip Code:	
Date of Birth:	Driver's License No.:		
Social Security No.:		State of Driver's License Issuance:	
Written proof of age attached. Please circle:      YES                      NO			
Height:	Weight:	Eye Color:	Hair Color:
Address of the secondhand dealership to be operated by the applicant. Street Address:			
City: PORTAGE	State: MI	Zip Code:	

Address which applicant desires to receive notification regarding this application.

Street Address:

City:

State:

Zip Code:

Residential Addresses of Applicant for past 3 years:

Business, occupation or employment of applicant for previous five years:

Has the applicant previously operated in this or any other county, city or state under a secondhand dealer license or similar business license?

Please Circle: YES NO If yes, where:

Has the applicant ever had such a license revoked or suspended: Please circle: YES NO

If yes, please indicate the name of the business entity or trade name under which the applicant was operating when the license was suspended or revoked:

Please indicate all criminal statute, whether federal or state, or city ordinance violation convictions, forfeiture of bond or pleadings of *nolo contendere* on all criminal charges, except minor traffic violations:

Applicant has attached fingerprints and two portrait photographs at least two inches by two inches of the applicant. Please circle: YES NO

Applicant has included \$50.00 Filing Fee: YES NO

**NOTE: If the applicant is a corporation:** the application shall specify the name of the corporation, the date and state of incorporation, the name and address of the registered agent and the name and address of all shareholders owning more than five percent of the stock in said corporation and all officers and directors of the corporation. Separate sheets may be used to provide this information.

**ADDITIONAL NOTE:** An applicant for a license shall additionally submit to the City Clerk with the application a copy of a Michigan Criminal History Access Tool (ICHAT) search report, dated no more than 7 days before the date the application is submitted to the City Clerk, for applicant, including all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a corporate applicant, all stockholders owning more than five (5%) percent of the stock of a corporate applicant, and any other person who is interested directly in the ownership or operation of the business.

**Please attach a floor plan and description of proposed business activity on separate sheets. Additionally, please attach any other information related to the applicant and operation of the proposed facility that you deem pertinent.**

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Title of Applicant

\_\_\_\_\_  
Printed Name of Witness

The completed application should be mailed or delivered to:

City Clerk  
City of Portage  
7900 South Westnedge Avenue  
Portage, MI 49002

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 30, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** United Water Environmental Services, Incorporated - Contract Renewal

**ACTION RECOMMENDED:** That City Council approve the third five-year contract renewal with United Water Environmental Services, Incorporated, for the provision of utility management and operation services from March 1, 2012 through February 28, 2017 and authorize the City Manager to execute all documents related to this action on behalf of the city.

In 1997, the City Administration recommended to Council approval of a five-year contract with Earth Tech, Incorporated, now known as United Water Environmental Services, Incorporated (United Water) for management and operation of the City of Portage water and wastewater utility systems. The contract called for United Water to perform the daily maintenance activities of the utility including storm drain, wet well, detention basin and sewer line cleaning, street sweeping, assistance with snow removal, water treatment and analysis, fire hydrant repair and water well inspections. As a result of the award of the original management and operation contract to Earth Tech on February 7, 1997, Portage utility rate payers experienced significant cost savings as reflected in lower utility rates, increased performance of maintenance activities and fewer water main breaks.

On October 16, 2001, City Council approved the first five-year renewal of the United Water services contract. Renewal of the contract was based on favorable pricing, which continued the significant cost savings to Portage utility rate payers, excellent performance by United Water personnel in operating and maintaining the city water and sanitary sewer facilities, and the positive findings of an independent auditor that United Water had successfully completed all of the provisions of the original contract.

During the current second five-year renewal period from March 1, 2007 through February 29, 2012, United Water performance of operation and maintenance activities has been regularly reviewed and monitored by the City Administration. United Water has continued to provide an excellent level of service to the city during this time. During the current contract 97% of residents that have directly received services from United Water were highly satisfied with the promptness of the service and courteousness of the United Water personnel.

The City Administration began negotiation of a third five-year contract renewal to allow ample time to solicit bids for these services prior to the expiration of the contract should negotiations

not be concluded favorably and in the best interest of city ratepayers. The City Administration is recommending a renewal of the contract with United Water under the following considerations:

Cost – The privatization initiative with United Water has resulted in significant cost savings to rate payers since 1997. The proposed five-year renewal agreement with United Water established a zero cost increase over the five years of the renewal contract with the current annual fee of \$2,013,202 for the years 2012 through 2017. The ability to maintain the current annual cost is a result of improved system reliability through preventative maintenance, efficient management and an aggressive program to replace older high maintenance infrastructure such as cast iron water main.

Performance – As the City of Portage continues to grow and develop, the city utility infrastructure also continues to expand. As new developments occur, water mains, sanitary sewers and streets, are installed, which increase the demands on United Water staff. In spite of the expansion of infrastructure facilities, United Water staff has been able to successfully meet the service indicators mutually agreed upon by city staff and United Water each year over the five-year term of the first two contract extensions. The City Administration is confident that this excellent level of performance will continue during the third five-year contract extension period.

Contract Term – The current five-year agreement with United Water will expire on February 28, 2012. To provide the city and United Water a certain level of business security and flexibility, a third five-year contract extension is recommended.

Financial Stability of the Firm – United Water continues to be one of the premier firms in providing municipalities with quality maintenance and operation of water and sanitary sewer utilities. United Water's parent company, Suez Environmental provides a solid financial support system to ensure the financial viability of United Water. The City Administration is confident in United Water's ability to perform satisfactorily during the third five-year contract extension.

It is important that the city water and sanitary sewer utility be operated in the most efficient, productive and responsible manner and at the lowest cost to rate payers. As has been experienced over the 14-year partnership, United Water has fulfilled this responsibility, which has resulted in significant financial, service quality and infrastructure benefits to the utility rate payers of this community. The City Administration is confident that by continuing this relationship through a renewal of the current United Water Environmental Services, Incorporated contract, as recommended, and with continued effective City Administration monitoring, the city will continue to enjoy the significant benefits associated with this proven and successful privatization initiative. Accordingly, it is recommended that Council approve the third five-year contract renewal with United Water Environmental Services, Incorporated, for the provision of utility management and operation services from March 1, 2012 through February 28, 2017 and authorize the City Manager to execute all documents related to this action on behalf of the city.

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 30, 2011

**FROM:** Maurice S. Evans, City Manager



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

**RECOMMENDED ACTION:** That City Council accept a three-year pricing agreement from ADP, Inc. to perform payroll services on behalf of the City of Portage at a first-year cost of \$29,970, a second-year cost of \$30,211 and a third-year cost of \$30,730 and authorize the City Manager to execute all documents related to the contract on behalf of the city.

The city has used ADP Incorporated payroll management services and software since 2004 as a result of an extensive payroll evaluation process. ADP Inc. was found to offer the most complete range of service options at the lowest price. In 2010 Council approved a two-year pricing agreement renewal with ADP in the approximate annual amount of \$30,000 which will expire December 10, 2011.

The city has negotiated a favorable three-year pricing renewal agreement with ADP Inc. for the continuation of payroll management services and software in the amount of \$29,970 for the first year of the agreement, \$30,211 for the second year of the agreement and \$30,730 for the third year of the agreement. ADP Inc. continues to provide dependable and efficient payroll management services to the city and this renewal agreement provides the same approximate annual cost comparative to the previous two-year pricing agreement.

It is recommended that Council accept the three-year pricing agreement with ADP, Inc. to perform payroll services on behalf of the City of Portage at a first-year cost of \$29,970, a second-year cost of \$30,211 and a third-year cost of \$30,730 and authorize the City Manager to execute all documents related to the contract.

Funds have been allocated in the Finance Department operating accounts for the remainder of the FY 2011-12 budget, with the balance to be allocated in future General Fund fiscal year budgets.

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 29, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** AT&T Analog Circuit Data Line Services Agreement

**ACTION RECOMMENDED:** That City Council approve the continuation of the service contract with AT&T for analog circuit data line services through November 2014, in the annual amount of \$23,196.

The telecommunications infrastructure for the City of Portage includes approximately fifty AT&T analog circuit data lines used for public safety alarm systems located throughout the city and at the Pfizer, Incorporated, facility. The circuits are also used to connect with the emergency systems of the City of Kalamazoo, Kalamazoo County, Kalamazoo Township and the State of Michigan Police.

The annual cost for use of the analog circuit data lines under the previous service contract was \$24,036. In 2008, the IT Department conducted a thorough audit of the city analog circuit data line system. By reducing the number of lines and taking advantage of special pricing available through the State of Michigan Mi-Deal Extended Purchasing Program, the annual cost under this new contract is reduced to approximately \$23,196, which is a total savings of \$2,520 over the three-year contract period.

It is recommended that City Council approve the continuation of the service contract with AT&T through the State of Michigan Mi-Deal Extended Purchasing Program for the provision of analog circuit data lines through November 2014, in the annual amount of \$23,196. Funds are budgeted and available in the Fiscal Year 2011-12 Budget.

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 30, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Local Development Finance Authority Appointments

**ACTION RECOMMENDED:** That City Council confirm the City Manager appointments to the Local Development Finance Authority by adopting the Resolution to Appoint Members to the Local Development Finance Authority of the City of Portage.

The City of Portage Local Development Finance Authority (LDFA) and the boundaries of the Local Development Finance District were established in March 1990 and amended in 2003 by the actions of City Council. Membership on the Board of Directors is specified in PA281 of 1986 (The Local Development Finance Authority Act) and several members terms have expired.

The LDFA Board is the governing entity and is comprised of 11 members. The Board for the Portage LDFA includes representatives from the following taxing jurisdictions:

- City of Portage (7 members)
- Portage Public Schools (2 members)
- Kalamazoo County (1 member)
- Kalamazoo Valley Community College (1 member)

Section 5 of the Local Development Financing Act specifies appointments to the Board and indicates that seven City of Portage members are appointed by the City Manager. This section of the statute also states that of the members first appointed, an equal number, as near as possible, shall have terms designated by the governing body creating the authority of one year, two years, three years and four years. In addition, the statute indicates that after the first appointment, each member shall serve for a term of four years and an appointment to fill a vacancy must be made in the same manner as the original appointment.

Pursuant to Section 5 of the statute, Mr. Dennis Brooks has been reappointed, as his current term has expired. Mr. Marshburn, who is currently seated on the Board, does not wish to be reappointed and Mr. Sean Silkworth has been appointed to complete the seven-member city contingent on the Board of Directors. Adoption of the attached resolution that details the terms of all city members on the Board is recommended.

As information, Portage Public Schools Superintendent Perry has conveyed that Mr. Larry Killips will be replacing Mr. Batterson who is no longer with Portage Public Schools.

Attachment: Resolution

c: Vicki Georgeau, Director of Community Development

CITY OF PORTAGE

At a \_\_\_\_\_ meeting of the City Council of the City of Portage, Michigan, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_ Eastern Standard Time, at the City Hall in Portage, Michigan there were:

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

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

The following preambles and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION TO APPOINT MEMBERS TO THE  
LOCAL DEVELOPMENT FINANCE AUTHORITY OF THE CITY OF PORTAGE**

WHEREAS, the City of Portage has created the Local Development Finance Authority of the City of Portage (the "Authority") under Act No. 281 of the Michigan Public Acts of 1986 (the "Act") incorporated by the City of Portage; and

WHEREAS, pursuant to the Act and the Articles of Incorporation there are to be seven members of the Board of the Authority who shall serve staggered terms an equal number of which, as near as possible, shall have terms designated by the City Council of one year, two years, three years, and four years; and

WHEREAS, after the initial appointment, each member shall serve for a term of four years; and

WHEREAS, the City Manager has appointed the persons shown below to the terms designated by the City Council; and

WHEREAS, the City Council wishes to confirm the appointments referred to above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTAGE, MICHIGAN, AS FOLLOWS:

1. The appointments of the following persons to the Board of the Local Development Finance Authority of the City of Portage, are hereby approved for the terms expiring as shown:

- a. Dennis Brooks for a term expiring March 31, 2015.
- b. Sean Silkworth for a term expiring March 31, 2015.

2. All resolutions and parts of resolutions insofar as they conflict with the foregoing resolution are hereby rescinded.

The results of a roll-call vote on the foregoing resolution were as follows:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

STATE OF MICHIGAN     )  
  ) ss.  
CITY OF PORTAGE        )

The undersigned, being the duly qualified and acting Clerk of the City of Portage, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the City of Portage City Council at its \_\_\_\_\_ meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the City. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Clerk, City of Portage

DATED: \_\_\_\_\_, 2011

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** December 1, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Kalamazoo County Public Art Commission Request

**ACTION RECOMMENDED:** That City Council authorize the matching of \$1,000 in city funds in response to the Kalamazoo County Public Art Commission request for a Gilmore Foundation grant and authorize the City Manager to execute all documents on behalf of the city

Most recently, the Kalamazoo County Public Art Commission (KCPAC) went before Council as part of the August 23, 2011 regular meeting regarding a proposed amendment to their *Urban Cooperation Agreement to Establish a Public Art Commission*. The Kalamazoo County Public Art Commission (KCPAC) was established in 1981 by Kalamazoo County and the City of Kalamazoo under this agreement, subsequently adding the City of Portage as a public agency member in 1986.

Now the KCPAC is working to identify more effective means of addressing KCPAC goals and objectives through a strategic planning process. The KCPAC has been awarded a grant by the Gilmore Foundation to further this endeavor. However, the contingencies of the grant require those agencies included in the KCPAC to provide matching funds. As a result, the KCPAC has submitted the attached communication requesting \$1,000 from the City of Portage, as well as the City of Kalamazoo and Kalamazoo County.

As Council will recall, the KCPAC was established:

- a. To make recommendations to the public agencies as to works of art.
- b. To recommend methods of selection and commissioning of works of art with respect to design, execution and placement of works of art for which appropriations have been made.
- c. To recommend the specific location of works of art.
- d. To provide recommendations on acceptance of gifts and donations of public art works, including recommendations as to whether a gift should be accepted or rejected, including possible alternate solutions.
- e. To recommend guidelines on the disposal of works of art.

During the renewal of this Commission in August 2011, the City of Portage was advised that participation would be at no cost to the city. In light of this, the KCPAC is advising the current request is intended to be a one-time contribution. As the request comes from the Gilmore Foundation to be administered under the provisions of the grant and will not be directly subsidize the KCPAC, the requested contribution of \$1,000 is therefore, recommended to City Council.

Funds are available in the City Council Fiscal Year 2011-2012 budget for this contribution. It should be noted that award of the grant by the Gilmore Foundation is contingent upon the City of Portage, the City of Kalamazoo and Kalamazoo County contributing the same amount. This request is also slated for discussion on the December 6, 2011 County Board of Commission meeting agenda.

It is recommended that City Council approve the contribution of \$1,000 as matching funds to the Gilmore Foundation on behalf of the Kalamazoo County Public Art Commission, and authorize the City Manager to execute all related documents on behalf of the City of Portage.

Attachment

**RECEIVED**

**NOV 08 2011**

**CITY MANAGER'S OFFICE  
PORTAGE, MI**

November 2, 2011

Maurice Evans, City Manager, City of Portage  
7900 S. Westnedge Avenue  
Portage, MI 49002

Dear Manager Evans,

The Kalamazoo County Public Art Commission is very pleased to inform you of its recent success in generating critical community support toward initiating their pivotal **strategic planning session**. This undertaking is a crucial step forward for the organization to update fundamental structures, and to identify more effective means to address Kalamazoo County Public Art Commission goals and objectives. Our plan calls for participation by a broad spectrum of appropriate community leaders and organizations. Their respective liaison members will represent Kalamazoo City, the City of Portage, and the Kalamazoo County Commission in this endeavor. We have designed a focused event to be led by Peter Dams and Associates, a highly regarded locally based professional. Further details and budget are attached.

The Gilmore Foundation has informed us that they will invest \$2,000 toward this project provided that the remaining required \$3,000 funding is furnished by Kalamazoo City, The City of Portage and the Kalamazoo County Commission. The Kalamazoo County Public Art Commission requests that each of these named organizations make \$1,000 matching contributions to support this activity. Doing so will provide another example of collaboration between governments and of partnership with the non-profit sector of our community.

This is the first time in its more than thirty year history that the KCPAC has requested any funding support from their founding organizations. In order for the KCPAC to professionally meet the challenges in our community today, specific actions must take place that can only be generated through a strategic planning process. Major high priority items already identified include; arts as economic development, ability to secure outside funding to supplement community art activities, and long term strategies for shared responsibility concerning maintenance of existing art. The Kalamazoo community in its entirety will benefit from this projected undertaking.

We appreciate your consideration of this matter and eagerly look forward to serving you.

Sincerely,



Phil Vander Weg, Chair  
Kalamazoo County Public Art Commission



Carol Snapp, Vice Chair  
Kalamazoo County Public Art Commission

November 3, 2011

Mr. James A. Bridenstine  
Executive Director  
Kalamazoo Institute of Arts  
314 South Park Street  
Kalamazoo, MI 49007-5102

Dear Mr. Bridenstine:

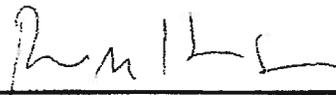
The Irving S. Gilmore Foundation ("ISGF") is pleased to inform you that on November 15, 2011 the following capping/matching grant was approved:

**GRANT APPROVED FOR:** *Kalamazoo County Public Art Commission*  
**FISCAL SPONSOR:** *Kalamazoo Institute of Arts*  
**SPONSORED GROUP:** *KCPAC*  
**AMOUNT OF GRANT:** *\$2,000 (See item 8)*  
**GRANT NUMBER:** *2011-184*  
**TERM OF GRANT:** *November 3, 2011 TO December 31, 2012*  
**PROGRAM OR PROJECT DIRECTOR:** *James Bridenstine*

The following terms are agreed upon as conditions for this grant:

1. This Grant is contingent upon the attached "Fiscal Sponsorship Acknowledgement Form" being completed and returned with this Document (Terms), appropriately signed.
2. Grantee is a tax-exempt agency under Section 501(c)(3) of the Internal Revenue Code and is not classified as a private foundation under Section 509(a) of the Code; or, Grantee is a governmental unit or political subdivision of the State of Michigan. If there is any change in this status and/or classification, Grantee shall notify the ISGF promptly. The ISGF reserves the right to discontinue or modify the terms of this grant at any time to comply with the law.
3. None of this grant will be used in such a manner that it constitutes a taxable expenditure as detailed in Section 4945 of the Internal Revenue Code, that is:
  - A. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drives, nor has it been earmarked to be used to carry on propaganda or otherwise attempt to influence legislation;
  - B. For any grant to an individual which does not comply with the requirements of Section 4945(d)(3) or (4); and
  - C. For any purpose other than one specified in Section 170(c)(2)(B) of the Code, i.e., a religious, charitable, scientific, literary, or educational purpose.

4. Press releases and media announcements related to this grant must receive prior approval by the ISGF. Grant amounts are never to be divulged.
5. Publicity materials, programs and/or any form of donor acknowledgements pertaining to this grant may include the Foundation's full name and/or logo.
6. Grantee must obtain in advance, approval from the Foundation for any: modification of purpose; change in use of funds; and/or extension of grant term. This request must be submitted in writing by an authorized person.
7. Upon the completion of the program or project for which the grant has been made, Grantee is to furnish a final report, including financials, no later than thirty days after the end of the grant term above. Final report forms are available at: [www.isgilmore.org](http://www.isgilmore.org).
8. The Foundation will provide \$2,000, upon written confirmation from the Fiscal Sponsor, that an additional total of \$3,000 has been raised by the City of Kalamazoo, the City of Portage, and Kalamazoo County.

Signature of President, Exec. Director, or Board Chair	Title	Date
	Executive Vice President/CEO	11/3/11
Richard M. Hughey, Jr.		Date

Payment will be processed upon Foundation's receipt of this signed original and the Fiscal Sponsorship Acknowledgement Form



# KALAMAZOO INSTITUTE OF ARTS

Richard M. Hughey, Jr.  
Irving S. Gilmore Foundation  
136 East Michigan Avenue, Suite 900  
Kalamazoo, Michigan, 49007

October 26, 2011

Dear Mr. Hughey,

The Kalamazoo Institute of Arts, as fiscal sponsor of the Kalamazoo County Public Art Commission, respectfully requests support in the amount of \$5,000 to build the capacity and impact of the Kalamazoo County Public Art Commission through the creation of a robust strategic plan. The recently rejuvenated Kalamazoo County Public Art Commission (KCPAC) is strategically positioned to assist a wide variety of partners with exciting new arts-related developments taking shape at this pivotal time in Kalamazoo. A strategic plan is needed to identify and establish tangible goals and objectives and strengthen the Commission's impact, allowing for the fullest benefit to the citizens of Kalamazoo County.

## **KCPAC Background**

Established in 1981 as an Urban Cooperation Agreement between the City of Kalamazoo and the County of Kalamazoo, and amended in 1986 to include the City of Portage, the Kalamazoo County Public Art Commission (KCPAC) has lain dormant for several years. Recently, however, the community has turned to the organization for participation and assistance, creating the desire from members of the Commission to reform and revitalize. Since many of the members are new to the Commission and come from various backgrounds, including the arts, government, academia, nonprofit and city planning, a strategic plan is necessary to focus and unite the group to establish clear goals and objectives that will allow it to be of fullest service to supporting the arts in Kalamazoo community.

The primary objectives of the KCPAC as stated in its founding documents are:

- To make recommendations to public agencies regarding works of art
- To recommend methods of selection and commissioning of new works of art with respect to design, execution, and placement
- To recommend the specific locations of works of art
- To provide recommendations on all phases of each public art project
- To recommend guidelines on acceptance of gifts and donations of public art works, including recommendations as to whether a gift should be accepted or rejected, including possible alternative solutions
- To recommend guidelines on the disposal of works of art

Comprised of all volunteers, the KCPAC operates on a zero-budget basis, with no overhead costs. The assets of the KCPAC are its people and the experience, skills and networks they bring to the table. Activities are funded on a project-by-project basis, and the Commission has historically been able to leverage arts funding not otherwise available to the community.

The KCPAC has a history of engagement in a number of very successful projects, most notably managing two major national searches to commission artworks for the Martin Luther King Jr. Memorial Park and the Arcadia "Wheel of History" sculptures in downtown Kalamazoo. Both involved the community extensively in artist selection and project implementation. It also played a significant role in shaping the planning and implementation of the many art commissions for the Portage Library. The KCPAC assisted the City of Kalamazoo on the Stockbridge Ave., Water Department commissioned sculpture by Marcia Wood - calling for submissions and reviewing proposals by local artists. Members of the Commission have served for many years on various selection juries such as those for Bronson Hospital, Kalamazoo Institute of Arts and the Epic Center. It has further supported various efforts to document and catalog the public art collection in our community.

### **The Present**

The KCPAC enjoys unique representation from many facets of Kalamazoo cultural and political arenas. The newly reconstituted Commission is comprised of art experts, community leaders, city planners, educators and government leaders. The three governing bodies, Kalamazoo County, City of Kalamazoo and City of Portage, have recently appointed new representatives to the KCPAC. Its partner organization, the Arts Council of Greater Kalamazoo, is represented by three appointees. Discover Kalamazoo, as the result of a recent amendment by the three governmental entities to the Urban Cooperation Agreement, is expected to appoint its representative by the end of October. It is a goal of the Commission to build its roster of members so that by 2012, each of Kalamazoo's three anchor academic institutions are represented; Kalamazoo College, Kalamazoo Valley Community College, and Western Michigan University. A complete roster of current members as well as prospective members is included as an attachment.

The KCPAC serves a function unique to the Kalamazoo community. Unlike its partner organization, the Arts Council of Greater Kalamazoo, the KCPAC is focused solely on the care and placement of public art. It acts in an expert advisory capacity, having been formed for this purpose by Kalamazoo County's three largest governing bodies. It serves as a coordinator and facilitator, and offers best practices and a wealth of knowledge not available elsewhere in the community.

With the emergence of several key community-wide projects involving art, architecture, parks, and other "place-making" projects in Kalamazoo County, it is the KCPAC's aim to serve as a resource and facilitator regarding all aspects of community public art. Assistance in the development of a much needed plan for maintenance of existing and future public art is also a primary concern and objective.

Recent interactions that have necessitated the revitalization of the KCPAC include a request from the Land Bank to assist with advising on public artworks for newly-gained properties, such as the Creamery on Portage Road; input solicited from Kalamazoo

Valley Community College on the research for its new Art+InnovationNetwork; complete restoration of Mark Lere's "Wheel of History" sculpture on the Kalamazoo Mall and a request to participate in conversations regarding Bronson Park's Iannelli Fountain. It is because of these requests and the opportunities to strengthen the arts in Kalamazoo that the members have become reinvigorated and desire to strengthen the capacity and impact of the organization.

Future projects under discussion include a survey and creation of an appropriate restoration/conservation plan for the many works of existing public art; a robust website and iPhone and iPad application, based on "geo-caching" technology to lead visitors through a tour of public art installations city-wide; a public awareness campaign heralding the value and beauty of Kalamazoo's current public art collection; partnering with WMU's acclaimed Sculpture Tour to link "town and gown"; and formal Commissioner-led presentations, talks and tours regarding public art works to engage and educate community members.

### **Value to the Arts, Value to the Community**

But perhaps the biggest and most important opportunity exists in the chance to have the arts represented front and center. With a more robust Commission, the arts could be at the table at the visioning stage of every public project, whether it involves the Kalamazoo River Valley Trailway, the Event Center or Arcadia Commons West. The citizens of Kalamazoo deserve top-notch arts experts charged with representing their interests. Art should not be an afterthought, but rather incorporated at the beginning of every place-making project. It is this opportunity – to raise the visibility, stature and importance of public art offered to the community's citizens -whether business owners, students, out-of-town visitors or downtown workforce – that matters the most.

Public Art organizations such as the KCPAC are consistently present in those communities with progressive, economically vital, diverse, and creative/entrepreneurial populations. Substantive public art functions are frequently identified as a desired feature to attract and sustain these groups. Public art organizations are relied upon to assist and foster not only existing local artists and creative activities; they are also expected to ensure that cultural horizons expand and are enhanced. By implementing principles and practice consistent with nationally established norms, they are very often able to attract greater resource support avenues, engage a broader spectrum of community participation and understanding, while achieving stronger long-term solutions of professional merit.

The creation of a strategic plan for the KCPAC would benefit not only the organization's internal functions, but the entire Kalamazoo community as well. Like any organization, the KCPAC needs clear goals and objectives to prioritize and move forward effectively and with impact. KCPAC members have met with and selected noted strategic planner Peter Dams, Ph.D. to lead them through this process (resume and proposal attached). Dr. Dams has the experience, skills and authority to lead the group in clarifying its goals and objectives, while soliciting input from Commission members and community stakeholders outside the group. Dr. Dams has facilitated successful strategic plans for such organizations as Kalamazoo Valley Community College, United Way of Battle Creek and the Battle Creek Youth Orchestra, just to name a few. Components of the proposed plan include creating core values, conducting a stakeholder analysis, setting

measurable outcomes-based goals and objectives, and developing key performance indicators. The Commission anticipates finalizing the strategic plan by January 2012.

The fee for Dr. Dams' services is \$5,000, the full amount of the request to the Foundation. Other associated costs such as space rental and Commission member volunteer time will be donated in-kind. Because the Kalamazoo County Public Art Commission is not a 501(c)3 entity, the Kalamazoo Institute of Arts has generously offered to serve as the fiduciary for this project. A strategic planning project budget and related financial documents are attached.

### **Evaluation**

Evaluation of the strategic plan will be carried out both short term and long-term. The strategic planning sub-committee, consisting of Commission members Martha Aills, David Jarl and Carol Snapp, has set benchmarks for success. Concrete and measurable, these include:

- Did the Commission have full participation and buy-in in the development of the plan and its resulting objectives?
- Were the opinions of the various external stakeholders improved when surveyed about the Commission's endeavors?
- Has the Commission seen an increase in request for assistance? From organizations and individuals new to the Commission?
- Has the visibility of the Commission been raised via media articles?
- What new projects have come to fruition as a result of a strengthened Commission?

These qualitative and quantitative measures will be addressed on an ongoing basis by the sub-committee, and reviewed regularly by the full Commission. A report to the Gilmore Foundation would be submitted upon request.

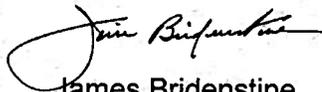
In summary, the Kalamazoo community needs, desires and deserves a strengthened Public Art Commission. An investment from the Irving S. Gilmore Foundation in this endeavor would leverage the impact of this community jewel of an asset, benefitting the citizens of Kalamazoo and their engagement, enjoyment and education of public art countywide.

Please do not hesitate to contact Commission member Jim Bridenstine ([jimb@kiarts.org](mailto:jimb@kiarts.org)) or chairman Phil Vander Weg ([phillip.vanderweg@wmich.edu](mailto:phillip.vanderweg@wmich.edu)) should the Foundation need further information.

Sincerely,



Courtenay VanderMolen  
Board President  
Kalamazoo Institute of Arts



James Bridenstine  
Executive Director  
Kalamazoo Institute of Arts

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 30, 2011

**FROM:** James R. Hudson, City Clerk

**SUBJECT:** Transfer Ownership of Escrowed 2011 Class C Licensed Business with Dance Permit, (Jac's Pizza)

**ACTION RECOMMENDED:** That City Council grant the request to transfer ownership of the 2011 Class C Licensed Business with Dance Permit, located at 4261 W. U Avenue, Schoolcraft, MI 49087, Schoolcraft Township, Kalamazoo County, from Schnauzer's Banquet Hall and Catering Service, Inc., to EOA, LLC (Jac's Pizza), and to transfer location (Governmental Unit under MCL 436.1531(1) to 7638 South Westnedge Avenue, Portage, MI 49002, Kalamazoo County and request for New Entertainment Permit.

The Michigan Liquor Control Commission has requested formal City Council consideration of the Resolution to transfer ownership of the 2011 Class C Licensed Business with Dance Permit, located at 4261 W. U Avenue, Schoolcraft, MI 49087, Schoolcraft Township, Kalamazoo County, from Schnauzer's Banquet Hall and Catering Service, Inc., to EOA, LLC (Jac's Pizza), and to transfer location (Governmental Unit under MCL 436.1531(1) to 7638 South Westnedge Avenue, Portage, MI 49002, Kalamazoo County and request for New Entertainment Permit.

The Dance Permit allows for patron dancing and an Entertainment Permit allows a business to conduct a variety of activities in conjunction with the 2011 Class C Liquor License. The Community Development, Finance and Public Safety departments recently completed approvals for this request. All businesses are subject to inspection for any deficiencies and must be corrected consistent with applicable construction codes and related ordinances before granting a Certificate of Occupancy. It is recommended that City Council adopt the Resolution granting the request to transfer the escrowed 2011 Class C Licensed Business with Dance Permit and grant the request for a New Entertainment Permit.

c Maurice S. Evans, City Manager



Michigan Department of Licensing and Regulatory Affairs  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
 7150 Harris Drive, P.O. Box 30005  
 Lansing, Michigan 48909-7505

<b>FOR MLCC USE ONLY</b>	
Request ID #	626833
Business ID #	227313

**LOCAL APPROVAL NOTICE**  
 [Authorized by MCL 436.1501]

November 3, 2011

**TO:** PORTAGE CITY COUNCIL  
 ATTN: CLERK  
 7900 S. WESTNEDGE AVE.  
 PORTAGE, MI 49002

**APPLICANT:** EOA, LLC



**Home Address and Telephone No. or Contact Address and Telephone No.:**

CONTACT/MEMBER: WILLIAM A. CEKOLA, 6625 HUNTERS DOWN, KALAMAZOO, MI 49048 (269) 207-1024  
 MEMBER: KELLIE S. CEKOLA, 6625 HUNTERS DOWN, KALAMAZOO, MI 49048 (269) 207-1136

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

### RESOLUTION

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
(Regular or Special) (Township Board, City or Village Council)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ P.M.

The following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

That the request to TRANSFER OWNERSHIP ESCROWED 2011 CLASS C LICENSED BUSINESS WITH DANCE PERMIT, LOCATED AT 4261 W. U, SCHOOLCRAFT, MI 49087, SCHOOLCRAFT TOWNSHIP, KALAMAZOO COUNTY, FROM SCHNAUZER'S BANQUET HALL AND CATERING SERVICE, INC. TO EOA, LLC, TRANSFER LOCATION (GOVERNMENTAL UNIT UNDER MCL 436.1531(1) TO 7638 S. WESTNEDGE, PORTAGE, MI 49002, KALAMAZOO COUNTY AND REQUEST FOR NEW ENTERTAINMENT PERMIT

be considered for \_\_\_\_\_  
(Approval or Disapproval)

#### APPROVAL

#### DISAPPROVAL

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

It is the consensus of this legislative body that the application be:

\_\_\_\_\_ for issuance  
(Recommended or Not Recommended)

State of Michigan \_\_\_\_\_)

County of \_\_\_\_\_)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
(Township Board, City or Village Council) (Regular or Special)

meeting held on \_\_\_\_\_  
(Date)

(Signed) \_\_\_\_\_  
(Township, City or Village Clerk)

SEAL

\_\_\_\_\_  
(Mailing address of Township, City or Village)

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 28, 2011

**FROM:** James R. Hudson, City Clerk

**SUBJECT:** Special Meeting with Board and Commission Applicants

**ACTION RECOMMENDED:** That City Council set a Special Meeting on Tuesday, January 10, 2012, beginning at 5:15 p.m. to interview board and commission applicants.

Per the *Policy for Appointments to Citizen Advisory Boards*, applicants for the following boards and commissions and any other vacancies that arise will be interviewed.

Board of Review	5 expiring terms
EDC/TIFA and BRA	1 vacancy
Environmental Board	1 vacancy
Planning Commission	1 vacancy
Zoning Board of Appeals	2 expiring terms, 1 vacancy

As reflected on the attached Board and Commission Vacancy Summary, applicants are needed at this time to fill vacancies on the Board of Review, Economic Development Corporation/Tax Increment Finance Authority and Brownfield Redevelopment Authority, Environmental Board, Planning Commission and Zoning Board of Appeals.. It is recommended that City Council set a Special Meeting on Tuesday, January 10, 2012, beginning at 5:15 p.m. to interview board and commission applicants.

Attachment: Vacancy Summary

c Boards/Commissions Chairs  
Boards/Commissions Ex Officios

**BOARD/COMMISSION VACANCY SUMMARY FOR JANUARY 10, 2012 SPECIAL MEETING**

<b>INTERVIEWS</b>	<b>5:15 pm</b>						
<b>APPLICANTS</b>	<b>BD REV</b> <i>5 exp terms</i> 01/31/12	<b>EDC/TIFA &amp; BRA</b> <i>1 vacancy</i> 12/31/11	<b>ENV</b> <i>1 vacancy</i> 10/01/12	<b>PC</b> <i>1 vacancy</i> 05/31/12	<b>ZBA</b> <i>2 exp terms</i> <i>1 vacancy</i> 02/28/12	<b>RESPONSES</b>	
Bright, Jeff					Alternate	Appointed 03/1/11	
Corradini, Dan				Applicant		Interviewed 05/10/11	
Dratt, Dale	Applicant					Interviewed 01/11/11	
Fries, Bill	Member					Appointed 01/11/11	
Garceau, Samuel			Applicant				
King, Isaac	Applicant					Interviewed 01/11/11	
LaForce, Chad					Applicant	Interviewed 01/11/11	
Mazurek, Wesley	Member					Appointed 05/27/08	
Ortlieb, Michael				Applicant			
Quinn, Michael	Applicant					Interviewed 01/11/11	
Rhodus, Daniel					Alternate	Appointed 01/12/10	
Robbe, Michael				Applicant	Applicant	Interviewed 05/10/11	
Seyburn, Lowell					Member	Appointed 03/01/09	
Simon, Michael	Member					Appointed 01/11/11	
Stannard, William	Member					Appointed 01/10/06	
Szybala, David				Applicant			
Varas, Theodore	Member					Appointed 01/11/11	

**NOTE:** Alternate – currently serving as an Alternate Member of a Board or Commission and is seeking appointment or reappointment.  
 Member – currently serving as a Member of a Board or Commission and is seeking reappointment.  
 Applicant – new applicant seeking appointment to a Board or Commission.

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** December 5, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Closed Session

**ACTION RECOMMENDED:** That City Council hold a closed session immediately following the regularly scheduled City Council Meeting of December 6, 2011, to discuss an attorney/client communication.

A closed session is requested immediately following the regularly scheduled City Council meeting of December 6, 2011, to discuss an attorney/client communication. City Council will reconvene in public session subsequent to completion of the closed session.

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** December 1, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Lexington Green Pilot Residential Inspection Program – Information Only

As the Council is aware, the City Administration implemented a pilot residential property inspection program to obtain base line data on the extent of time/cost involved in completing a city-wide update of property record cards. Southwest Michigan Governmental Consultants assisted city staff with conduct of the pilot program accomplished during the summer of 2011. The attached report has been prepared by Southwest Michigan Governmental Consultants to summarize significant findings of the pilot program. In brief, major conclusions drawn from undertaking the pilot residential property inspection program are:

- The pilot residential property inspection program enabled development of a realistic estimate of the time requirements and cost associated with a city-wide residential property inspection program.
- The cost/benefit of a city-wide residential property inspection program is limited by legal property access constraints and the resistance of the vast majority of property owners to allowing on-site interior and exterior property inspections.
- The value of improvements found to exist that were not previously identified on property record cards was minor, with only 15 of 414 (3.6%) inspected properties exhibiting major improvements that had not previously been noted.
- The pilot residential property inspection project reinforced the relative accuracy of city property record cards.

Implementation of the pilot program assisted in defining several limitations that will impact upon conduct of a city-wide residential property inspection program. Chief among these limitations is the necessity to conduct the majority of inspections from the public street and the resources that would be required to enable conduct of a reasonably paced city-wide inspection and property record update.

In light of the findings of the pilot program and in recognition of the challenging financial environment, unless directed otherwise city efforts will be focused on a continuing update of property records through the use of currently available staff resources with periodic consultant assistance. Efforts will concentrate a public street review of properties for the purpose of confirming major property class assignments and significant but unnoted major property improvements. In addition, current processes will be maintained whereby property owners desirous of on-site interior and/or exterior inspections can schedule appointments through the Office of the City Assessor and further, where discrepancies are believed to exist, Board of Review appeals will continue to be available.

SW Michigan Governmental Consultants  
109 Ridgewood Trail  
Delton, Michigan 49046

Phone 269-721-8719

Fax 269-721-8717

**Lexington Green Neighborhood  
Pilot Residential Property Inspection Project  
City of Portage  
Office of the City Assessor  
2011**

A pilot residential property inspection project was launched by the City of Portage , Office of the City Assessor in May of 2011 in the Lexington Green neighborhood. The Lexington Green neighborhood is bounded by the Sprinkle Ridge and Maple Ridge apartment complexes on the north, East Milham Avenue on the south, Sprinkle Road on the west and the corporate city line on the east. A summary of the pilot residential property inspection project is outlined below. **A map of the area is attached for reference.**

**Rationale for Project**

On February 9, 2010 the State Tax Commission adopted a guideline for annual inspection of property. The guideline states, "Local units are encouraged to annually inspect a minimum of 20% of the parcels in each property class each year." The "14 Point Review" now called the "AMAR" (Audit of Minimum Assessing Requirements) requires the governmental unit under review to receive a 90% or greater accuracy on record appraisal cards. In the event of failure of an audit, the State Tax Commission may require the unit to perform a unit-wide review.

The Lexington Green neighborhood property inspection project provided an opportunity to establish and test a process for a potential update of property record cards throughout the city. Objectives of the pilot property inspection program were to:

- Establish/test a process for update of neighborhood property records;
- Develop base line measurements for the time/expense involved with the property update process on a per parcel basis;
- Provide an estimate of the time/cost involved for conducting a city-wide property record update program;
- Determine the accuracy of existing property record cards, and
- Determine a cost/benefit associated with a city-wide update of property records.

### **Neighborhood Characteristics**

The Lexington Green neighborhood consists of 414 parcels. The houses range in sale price from approximately \$ 65,000 to \$ 104,000. The age of houses in this area is between 35 and 50 years, with houses being constructed during the 1960's and 1970's. The average living area is approximately 1,100 square feet and the houses vary in condition from good to fair. There have been cosmetic updates to many of the houses. Traffic is average except for the major roads, Milham and Sprinkle. Portions of the neighborhood experience issues related to a high water table.

### **Property Access-Inspection**

The City Attorney rendered an opinion that residential property inspections should be made from the street or public sidewalk, where possible. The city attorney further indicated that should entry to the property be necessary, permission should be obtained from the homeowner, prior to entry.

Accordingly, the pilot inspection program began with letters being mailed to all property owners within the Lexington Green neighborhood to obtain permission to access their property for inspection. The letter stated that the site visit was important to confirm data and comply with state requirements. Two types of inspection were described; exterior and interior. The property owner was asked to sign a consent form (consistent with City Attorney requirement) to allow entry onto the property and performance of either an interior inspection, exterior inspection or both. A self-addressed, stamped envelope was provided. The Office of the City Assessor phone number was provided if clarification was needed. If a consent form was not returned, the appraiser estimated improvements, condition and class from the street. Pictures were taken of all properties.

### **Residential Response**

The following responses were received in regard to letters mailed to Lexington Green property owners:

- 259 (63%) of the total parcels in the project area did not return the consent form for inspection;
- 155 (37%) of the total parcels in the project area responded and returned the consent form for inspection. Of those properties consenting to an inspection:
  - 38 (9%) of the total parcels in the project area requested no entry;
  - 96 (23%) of the total parcels in the project area allowed exterior inspections only;
  - 21 (5%) of the total parcels in the project area allowed a full interior and exterior inspection.

While staff was well received during site visits, only 5% of all neighborhood property owners permitted a complete interior/exterior property inspection. In addition, less than one-quarter of the property owners permitted an exterior inspection. Accordingly, the vast majority of properties were reviewed by the appraiser from the street, with estimates of major property class, improvements, and condition being made from these observations.

### **Inspection Results**

Through the Lexington Green neighborhood pilot property inspection project observed changes to record appraisal cards were listed in three categories: major property class, depreciation and improvements. These categories of change were reviewed for all parcels in the project area. Significant findings of the review included:

- Major property class adjustments on houses were limited to less than 1% of the neighborhood properties;
- Property depreciation calculations were found to be within 5% of the depreciation amounts shown on 2011 property cards; and
- A significant majority of the observed improvements made in the neighborhood and not on property record cards were minor, including additions such as sheds, decks, patios, etc. Approximately one-quarter of the properties made such improvements. Of the 414 properties inspected, 15 parcels had major improvements that had not been previously noted.
- Of the very limited number of properties that allowed inspections, all structure measurements and other details were confirmed.

The inspection of the parcels, albeit a majority from the street, provided an opportunity to update all property record cards with new photographs and other limited information. Given the results, it was concluded that the required accuracy on record appraisal cards exists, consistent with State Tax Commission guidelines.

### **Costs**

In total, approximately 475 hours of consultant and city staff review were required to complete the Lexington Green neighborhood pilot property inspection project (or, approximately 1.15 hours per parcel). Total cost for the project was calculated at approximately \$40 per parcel, inclusive of the cost of consultant and Assessor office personnel staff time. Applying this per parcel cost city-wide would yield an approximate expense of \$600,000 for a city-wide residential property inspection program.

In this pilot program, a combination of regular city staff time, consultant time and overtime were utilized for the neighborhood review. In this way, expensive external resources and costs were minimized. In addition, the Lexington Green neighborhood is uniform relative to other neighborhoods throughout the city and as such, additional inspection time would most likely be necessary in the conduct of a city-wide inspection program. In this regard, it is estimated that a higher incremental cost of \$50-\$65 per parcel, on average, would be incurred in the conduct of an inspection program throughout the remainder of the city. Accordingly, it is estimated that a city-wide inspection program would require an expenditure of approximately \$750,000 to \$1million.

Further, utilizing the same process as was implemented with the pilot program (i.e., consultant and city staff), a city-wide inspection effort would realistically necessitate a commitment of approximately 15 years with currently available resources. In this regard, the city is not staffed internally to complete a timely city-wide inspection program.

Through the experience gained in conduct of the pilot program it is clearly evident that that a city-wide inspection program would need to be out-sourced and costs would be anticipated to be closer to the higher end of the range of approximately \$1million.

### **Benefits**

The Lexington Green neighborhood pilot residential property inspection project reinforced the relative accuracy of city property record cards. The pilot program also enabled development of a realistic estimate of the time requirements and the cost associated with a city-wide inspection program. However, the cost/benefit of a city-wide program appears limited given the legal property access constraints, the lack of support of property owners for an on-site property inspection, and the limited value of discovered property improvements.

Although the pilot residential property inspection program may be difficult to justify on a cost/benefit basis, the process does better ensure greater equity among properties from the standpoints of property valuation and taxation. In addition, a property inspection program implemented over time, such as performed with the pilot program, would address the State Tax Commission guidance in this area. As a result, a property inspection process can be viewed as worthwhile; however, timely completion of such a process will be problematic without a significant investment of additional resources.

# CITY OF PORTAGE

# COMMUNICATION

---

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**TO:** Honorable Mayor and City Council

**DATE:** November 30, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Local Development Finance Authority Annual Report -- Information Only

The Local Development Finance Authority (LDFA) convened a meeting on November 10, 2011 to review and approve the accompanying resolution conveying the Annual Financial Report for FY 2009-2010. The annual report contains historical and summary information about the activities within the Portage LDFA district and fulfills the reporting requirements established by Michigan statute.

As background, the LDFA was established in 1990 and tax increment revenue from The Upjohn Company (now Pfizer Incorporated) fine chemical processing plant (Building 335) was utilized to fund three infrastructure improvements: Romence Road extension (between South Westnedge Avenue and Lovers Lane), Milham Avenue water main and Bishop Road improvements. In 2003, the LDFA financing mechanism was again utilized and tax increment revenues from the Stryker Corporation new manufacturing, research and administration facilities along East Centre Avenue, East Milham Avenue and Sprinkle Road, and from Pfizer Incorporated manufacturing upgrades at the Portage Road complex were used to finance land acquisition and public street, water and sewer improvements to facilitate expansion of the Stryker Corporation in the City of Portage.

The projects financed through the Portage LDFA in 2003 are complete with the exception of Public Improvement/Activity Project #5 (the planned Haverhill Water Tower project) and Public Improvement/Activity Project #7 (Zylman Avenue street project). City Council approved a resolution in May 2009 that involved substituting the Haverhill Water Tower project (scheduled for completion in FY2014-15) for the previously planned water main extension across airport property and deferral of the Zylman Avenue improvements to a later date as necessary for access purposes at Stryker.

As indicated in the FY 2009-2010 report, there is approximately \$9.5 million of principal and interest on the outstanding bonded indebtedness of the Authority (approximately \$0.5 million less than last year). The captured assessed value of the private investments completed as part of the 2003 LDFA program by Pfizer Incorporated and the Stryker Corporation is approximately \$38.2 million.

The accompanying LDFA Annual Financial Report for FY 2009-2010 has been prepared in conformance with statute and is provided to City Council as information.

Attachments: LDFA Resolution and Annual Financial Report  
November 10, 2011 LDFA meeting minutes (draft)

c: Vicki Georgeau, Director of Community Development

CITY OF PORTAGE

At a regular meeting of the Board of the Local Development Finance Authority of the City of Portage, Michigan, held on November 10, 2011, at 8:00 a.m. at the City Hall, Portage, Michigan, there were:

PRESENT: Wenzel, Brooks, Marshburn, DeKam, Corstange, Colestock, and Ansari

ABSENT: Gardner, Killips, Seely, and Collins

The following preamble and resolution were offered by DeKam and supported by Ansari:

RESOLUTION APPROVING AND AUTHORIZING  
THE TRANSMISSION OF THE FINANCIAL  
REPORTS ON THE STATUS OF THE TAX INCREMENT  
FINANCING PLAN

WHEREAS, the Local Development Finance Authority of the City of Portage (the "Authority") has been duly incorporated by the City of Portage (the "City") pursuant to Act No. 281 of the Public Acts of Michigan of 1986 (the "Act") and the Board of the Authority has been duly appointed and sworn into office; and

WHEREAS, the Authority is required by statute to transmit annually to the City Council of the City of Portage and the State Tax Commission a Financial Report on the Status of the Tax Increment Financing Plan which report shall include certain matters as required by Section 13(3) of the Act; and

WHEREAS, such material has been prepared and is attached hereto as Appendix A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOCAL DEVELOPMENT FINANCE AUTHORITY OF THE CITY OF PORTAGE, as follows:

1. The Financial Report on the Status of the Tax Increment Financing Plan attached hereto as Appendix A is approved.

2. The Director of the Authority is authorized to transmit said financial report to the City Council of the City of Portage and the State Tax Commission.

The results of a roll-call vote on the foregoing resolution were as follows:

YES: Wenzel, Brooks, Marshburn, DeKam, Corstange, Colestock, and Ansari

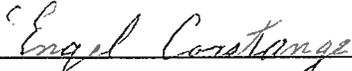
NAYS: None

ABSTAIN: None

THE RESOLUTION WAS DECLARED ADOPTED

SECRETARY'S CERTIFICATE

The undersigned, being the duly qualified and acting Secretary of the Board of the Local Development Finance Authority of the City of Portage, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board at a regular meeting held on November 10, 2011, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Board in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

  
\_\_\_\_\_  
Engel Corstange, Secretary

Dated: November 10, 2011

APPENDIX A

LOCAL DEVELOPMENT FINANCE AUTHORITY

OF

THE CITY OF PORTAGE

**2003 AMENDED DEVELOPMENT PLAN/TAX INCREMENT FINANCE PLAN**

FY 2009-10 ANNUAL FINANCIAL REPORT

As Approved by the Authority Board

on

November 10, 2011

## INTRODUCTION

Pursuant to the provisions of Act No. 281, Public Acts of Michigan, 1986, (Act 281), the City of Portage (the "City") has established the Local Development Finance Authority of the City of Portage (the "Authority"). Act 281 provides that the Board of the Authority, if it determines that it is necessary for the achievement of the purposes of Act 281, shall prepare and submit a tax increment financing plan to the City Council. Act 281 further provides that a tax increment financing plan shall include a development plan.

In 2003, a new opportunity to utilize the LDFA and again forge a public-private cooperative program became available. The City Administration facilitated additional growth and expansion of the manufacturing sector that would benefit the city and other local taxing jurisdictions. As a tool used to spur manufacturing growth, the LDFA financing mechanism was proposed to accomplish public improvements and eligible activities and provide incentives for Pfizer Incorporated to expand in this community. An investment of approximately \$30 million was planned by Pfizer. Additionally, the Stryker Corporation indicated plans to significantly expand its manufacturing capacity by investing up to nearly \$70 million, with significant job retention and job creation possibilities, and incentives to facilitate new manufacturing facilities in Portage and to encourage this investment were proposed. Amending the boundaries of LDFA District No. 1 to include properties along Sprinkle Road were included as part of this initiative.

Pfizer Incorporated proposed new/expanded facilities at the manufacturing complex on Portage Road. Public infrastructure improvements facilitated this expansion effort by the company. The manufacturing facilities are operational. Given the changing pharmaceutical industry over the past several years and for this annual report, jobs at the Pfizer complex have been fluctuating. For the purpose of this annual report, it is estimated that 2,100 jobs are provided locally by Pfizer.

Stryker Corporation proposed a new and also reconstructed/expanded manufacturing, research, and distribution facilities at 3800 East Centre Avenue, 4100 East Milham Avenue and at 6300 Sprinkle Road. The company invested \$68 million in the new manufacturing and expanded facilities and are operational. For the purpose of this annual report, it is estimated that the company employs 2,000 people at these facilities.

The purpose of the 2003 Amended Development Plan/Tax Increment Finance Plan is to provide for the acquisition, construction and financing of public facilities and other eligible activities (as defined in Act 281) necessary for the planned projects by these two companies.

The acquisition and construction of certain public facilities and land acquisition activities facilitated the construction and development of the projects by these companies and thereby created economic growth and development in the Authority District and other areas of the City of Portage and Kalamazoo County.

## PROPOSED PUBLIC IMPROVEMENT / ACTIVITY PROJECTS

<u>PUBLIC IMPROVEMENTS/ACTIVITIES</u>	<u>ESTIMATED COST</u>	<u>ESTIMATED TIME DESIGN &amp; CONSTRUCTION</u>
1) Sprinkle Road widening, East Centre to Zylman	\$1,010,000	12-24 months
2) Sprinkle Road/Zylman and Sprinkle Road/East Milham Access improvements	\$ 300,000	12-24 months
3) 80 acre land purchase	\$2,400,000	12 months

ACTIVITY PROJECTS (continued)

4) Water and Sewer facilities to serve interior property	\$ 110,000	12-24 months
5) East Milham-Kalamazoo/Battle Creek International Airport water main improvement	\$1,200,000	12-24 months
6*) Water main Improvement, Sprinkle, Tiffany to Hayes	\$ 880,000	12-24 months
7*) Zylman Improvements	\$1,210,000	12-24 months
8*) Ramona Lane, Lovers to Portage water main improvement	\$ 500,000	12-24 months
9*) Ramona Lane, Lovers to Portage sanitary sewer improvement	\$ 990,000	12-24 months
	TOTAL \$8,600,000	

Notes: \* Projects will be funded through tax increment revenue if available or other sources.

With regard to the proposed projects identified above:

**Public Improvement/Activity Project #1:** complete  
**Public Improvement/Activity Project #2:** complete  
**Public Improvement/Activity Project # 3:** complete  
**Public Improvement/Activity Project #4:** complete  
**Public Improvement/Activity Project #5:** Haverhill water tower improvements substituted  
**Public Improvement/Activity Project # 6:** complete  
**Public Improvement/Activity Project #7:** Pending further facility expansion by Stryker  
**Public Improvement/Activity Project #8:** complete  
**Public Improvement/Activity Project # 9:** complete

FINANCIAL INFORMATION

This Annual Financial Report has been prepared pursuant to Section 13(3) of the Local Development Financing Act. The Annual Financial Report is for FY 09-10 and contains the information required by the Act.

Section 13(3)a: THE AMOUNT AND SOURCE OF TAX INCREMENTS RECEIVED

Tax increment revenue	\$ 484,093
Interest	\$ 17,478
Total	\$ 501,571

Section 13(3)(b): THE AMOUNT IN ANY BOND RESERVE ACCOUNT

In the LDFA Debt Service Fund balance there is \$ 1,905,242

Section 13(3)(c): THE AMOUNT AND PURPOSE OF EXPENDITURES OF TAX INCREMENT REVENUES

Interest and paying agent fees on outstanding principal \$ 320,532

Section 13(3)(d): THE AMOUNT OF PRINCIPAL AND INTEREST ON ANY OUTSTANDING BONDED INDEBTEDNESS OF AUTHORITY

\$9,520,283 as of June 30, 2010

Section 13(3)(e): THE INITIAL ASSESSED VALUE OF THE ELIGIBLE PROPERTY

The initial value is established at \$ 21,061,140.

Section 13(3)(f): THE CAPTURED ASSESSED VALUE OF THE ELIGIBLE PROPERTY RETAINED BY THE AUTHORITY

The captured value is established at \$38,227,909 for FY 2009-2010.

Section 13(3)(g): THE NUMBER OF JOBS CREATED AS A RESULT OF THE IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN.

225 new jobs; 1600 existing jobs retained.

Section 13(3)(h): ANY ADDITIONAL INFORMATION THE GOVERNING BODY OR THE STATE TAX COMMISSION CONSIDERS NECESSARY.

1. Attached find a page excerpt from the FY 2009-2010 comprehensive annual financial report for the City of Portage. This information provides supporting documentation for this financial report.

**CITY OF PORTAGE, MICHIGAN**

Local Development Finance Authority 2004 Debt Service Fund  
Schedule of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual

Fiscal Year Ended June 30, 2010  
With Comparative Actual Amounts for Fiscal Year Ended June 30, 2009

	2010		Variance with	2009
	Amended Budget	Actual	Amended Budget + / (-)	Actual
<b>REVENUES:</b>				
Taxes and special assessments	\$ 450,000	\$ 484,093	\$ 34,093	\$ 473,791
Interest on investments	20,000	17,478	(2,522)	35,584
Total revenues	<u>470,000</u>	<u>501,571</u>	<u>31,571</u>	<u>509,375</u>
<b>EXPENDITURES:</b>				
Debt Service				
Principal	140,000	140,000	-	140,000
Interest	321,110	320,532	578	327,223
Economic development	10,000	-	10,000	13,120
Total expenditures	<u>471,110</u>	<u>460,532</u>	<u>10,578</u>	<u>480,343</u>
Excess (deficiency) of revenues over expenditures	<u>(1,110)</u>	<u>41,039</u>	<u>42,149</u>	<u>29,032</u>
Net change in fund balance	(1,110)	41,039	42,149	29,032
Fund balance - beginning	1,864,203	1,864,203	-	1,835,171
Fund balance - ending	<u>\$ 1,863,093</u>	<u>\$ 1,905,242</u>	<u>\$ 42,149</u>	<u>\$ 1,864,203</u>

**DRAFT**

**PORTAGE LOCAL DEVELOPMENT FINANCE AUTHORITY**

Thursday, November 10, 2011

The Portage Local Development Finance Authority meeting on November 10, 2011 was called to order at 8:05 a.m. in Conference Room #1 of Portage City Hall, 7900 South Westnedge Avenue.

MEMBERS PRESENT:

Tim Wenzel, Michael Marshburn, Rick DeKam, Dennis Brooks, Nasim Ansari, Karla Colestock and Engel Corstange.

MEMBERS EXCUSED:

Jeff Gardner, Larry Killips, Bob Seely and Michael Collins

IN ATTENDANCE:

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

APPROVAL OF MINUTES:

The minutes of the September 23, 2010 meeting were introduced for approval. A motion was offered by DeKam and seconded Ansari by to approve the meeting minutes as presented. The motion was unanimously approved.

BUSINESS:

1. Election of Officers. Per the Articles of Incorporation, officers are to be elected annually. The current slate of officers includes Tim Wenzel, Chair; Dennis Brooks, Treasurer; and Engel Corstange, Secretary. There was discussion of the continuation of the current officers and a motion was offered by Ansari, seconded by Colestock that the current slate of officers continue and be reelected to the same positions for the coming year. The motion was unanimously approved.
2. Resolution Approving the FY2009-10 Annual Financial Report. Ms. Georgeau summarized the communication to the Board concerning the annual report for the 2003 LDFA projects. Following review by the Board, Ms. Georgeau noted the information will be forwarded to City Council and then to the State Tax Commission. Ms. Georgeau explained that the city will complete the Zylman Avenue improvements when the Stryker Corporation completes the expansion project to the East Centre Avenue facility and the Haverhill water tower project is planned to be completed in FY2014-15. Ms. Georgeau noted that the outstanding principal and interest balance includes money resulting from the sale of bonds to finance a portion of the Haverhill water tower improvements. Mr. Wenzel asked if the bonds are callable. Ms. Georgeau indicated the bonds are callable, but not for several years. The Board also discussed the current interest rate, financial stability of the city (e.g. 13% fund balance and current bond rating) and the impact on city services

if the proposal to eliminate personal property tax is approved. Mr. Wenzel noted there is more than enough money in the current fund balance to pay both the principal and interest on the bonds that have been sold

There being no further discussion, a motion was made by DeKam, seconded by Ansari, to approve the resolution and authorize the transmission of the FY2009-10 Annual Financial Report on the status of the tax increment financing plan. Upon a roll call vote, the resolution was unanimously approved.

STATEMENT OF CITIZENS:

Ms. Georgeau noted this was Mr. Marshburn's last L DFA meeting and Mr. Sean Silkworth will replace Mr. Marshburn once appointed by City Council. The Board wished Mr. Marshburn well in his retirement.

ADJOURNMENT:

There being no further business to come before the Board, the meeting was adjourned at 8:25 a.m.

Respectfully Submitted,

Vicki Georgeau, AICP  
Director of Community Development

**CITY OF PORTAGE**

**COMMUNICATION**

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**TO:** Honorable Mayor and City Council

**DATE:** November 28, 2011

**FROM:** James R. Hudson, City Clerk

**SUBJECT:** Sale of City-owned Property, 7130 South Westnedge Avenue - Final Action

**ACTION RECOMMENDED:** That City Council adopt Resolution #2, reconfirming the sale of city-owned property located at 7130 South Westnedge Avenue.

On November 1, 2011, City Council adopted a resolution to sell excess city-owned property, and accepted the \$370,000 offer from Jason M. Klein & Associates to purchase city property at 7130 South Westnedge Avenue. The resolution was then placed on file with the City Clerk. A Notice of Intent to Sell Real Estate was published in the Kalamazoo Gazette. The statute provides that should no objection be received during the 28-day period following such publication, the City Council shall grant final approval. No objections have been filed with the City Clerk.

It is recommended that City Council adopt Resolution #2, reconfirming the sale of city-owned property located at 7130 South Westnedge Avenue.

c Maurice S. Evans, City Manager

**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 \_\_\_\_\_, 2011 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 Jason M. Klein & Associates for the sum of Three Hundred and Seventy Thousand (\$370,000.00) Dollars:

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

That part of the Northeast Quarter of Section 16, Township 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan described as: Commencing at the Northeast Corner of said Section 16, thence South on the East line of said Section 16 a distance of 618.75 feet; thence North 89° 41' 30" West 50.00 feet to the West right of way line of South Westnedge Avenue and the point of beginning of the land herein described: thence South on said West right of way 371.25 feet; thence North 89° 41' 30" West 300.00 feet; thence North parallel with said East section line 371.25 feet; thence South 89° 41' 30" East 300.00 feet to the point of beginning. Containing 2.56 acres more or less.

*AA*  
*ert*

Subject to survey.  
Subject to any and all easements and restrictions of record, or otherwise.  
Subject to any facts that may be disclosed in a full and accurate title search.

Assumed the East line of said Section 16 to bear South per Warranty Deed recorded in Liber 1016, Page 277, Kalamazoo County records.

Notes:

The South 165' of the above described parcel is part of the 5 acre parcel of land described in the Release of Right of Way to the Kalamazoo County Drain Commissioner as recorded in Liber 792, Page 321, Kalamazoo County records. The described centerline of the drain lies West of the above described parcel.

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 \_\_\_\_\_, 2011, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
JAMES R. HUDSON, City Clerk

Approved as to Form

Date: 10/25/11  
RLH

\_\_\_\_\_  
City Attorney

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** October 24, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Sale of Property, 7130 South Westnedge Avenue

**ACTION RECOMMENDED:** That City Council consider adoption of the resolution to sell a 2.5-acre portion of excess city property at 7130 South Westnedge Avenue to Jason M. Klein & Associates at a purchase price of \$370,000, place the resolution on file with the Office of the City Clerk for 28 days and take final action on December 6, 2011.

On March 22, 2011, City Council authorized the City Administration to proceed with efforts to sell a 2.5-acre portion of excess city property at 7130 South Westnedge Avenue. As shown on the attached vicinity map, the parcel is comprised of the former Portage Community Outreach Center (PCOC) facility and vacant property located to the north.

As explained in the attached October 24, 2011 communication from Community Development Director Georgeau, the city received a purchase offer in late July 2011 from Jason M. Klein & Associates, a local financial planning business. After negotiations between the city and the buyer, as well as review by the City Council Property Committee, the attached Real Estate Purchase Agreement has been finalized and signed by the buyer and city.

It is recommended that Council adopt the resolution to sell the 2.5-acre portion of excess city property at 7130 South Westnedge Avenue to Jason M. Klein & Associates at the purchase price of \$370,000, place the resolution on file with the Office of the City Clerk for 28 days and take final action on December 6, 2011.

Attachments: Vicinity Map  
Resolution  
Communication from the Department of Community Development  
Real Estate Purchase Agreement



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

Minutes of a regular meeting of the City Council for the City of Portage, Michigan held on November 1, 2011 at 7:30 p.m. local time at City Hall in the City of Portage, Michigan.

PRESENT: Bailes, Campbell, Reid, Sackley, Strazdas, Urban

ABSENT: Randall

The following resolution was offered by:

COUNCILMEMBER: Urban and supported by

COUNCILMEMBER: Reid.

BE IT RESOLVED that the City of Portage sell the following described property to Jason M. Klein & Associates, for the sum of Three Hundred and Seventy Thousand (\$370,000.00) Dollars:

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

That part of the Northeast Quarter of Section 16, Township 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan described as: Commencing at the Northeast Corner of said Section 16, thence South on the East line of said Section 16 a distance of 618.75 feet; thence North 89° 41' 30" West 50.00 feet to the West right of way line of South Westnedge Avenue and the point of beginning of the land herein described: thence South on said West right of way 371.25 feet; thence North 89° 41' 30" West 300.00 feet; thence North parallel with said East section line 371.25 feet; thence South 89° 41' 30" East 300.00 feet to the point of beginning. Containing 2.56 acres more or less.

Subject to survey.

Subject to any and all easements and restrictions of record, or otherwise.

Subject to any facts that may be disclosed in a full and accurate title search.

Assumed the East line of said Section 16 to bear South per Warranty Deed recorded in Liber 1016, Page 277, Kalamazoo County records.

Notes:

The South 165' of the above described parcel is part of the 5 acre parcel of land described in the Release of Right of Way to the Kalamazoo County Drain Commissioner as recorded in Liber 792, Page 321, Kalamazoo County records. The described centerline of the drain lies West of the above described parcel.

The Easement for Highway Purposes described in the Highway Easement Release recorded in Liber 589, Page 10 lies East of and adjacent to the above described parcel.



EXHIBIT A

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

PLEASE TAKE NOTICE, that on the \_\_\_\_ day of \_\_\_\_\_, 2011, the City Council of the City of Portage voted to sell property to Jason M. Klein & Associates, for the sum of Three Hundred and Seventy Thousand (\$370,000.00) Dollars.

PLEASE TAKE FURTHER NOTICE that the resolution authorizing this action and the Real Estate Purchase Agreement are on file with the City Clerk and open for public inspection. Said documents will be so held by the City Clerk for twenty-eight (28) days after publication of this notice and may be inspected at the Clerk's office during regular working hours. Any person(s) objecting to this sale should make their objection known to the City Council within twenty-eight (28) days of the publication of this notice. After said twenty-eight (28) day period, the Council may take final action and sell said property.

Dated: \_\_\_\_\_, 2011

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

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Maurice S. Evans, City Manager

**DATE:** October 24, 2011

**FROM:** Vicki Georgeau, <sup>VB</sup> Director of Community Development

**SUBJECT:** Real Estate Purchase Agreement for 7130 South Westnedge Avenue

Attached is an executed Real Estate Purchase Agreement for the 2.5-acre portion of excess city property at 7130 South Westnedge Avenue, comprised of the former Portage Community Outreach Center (PCOC) facility and vacant property located to the north. The agreement with Jason M. Klein & Associates offers a purchase price of \$370,000 and includes several standard contingencies including: a brokerage fee, approval of financing, an inspection period and an approvals period (during which the buyer would obtain site plan and building permits approval).

The buyer has confirmed the proposed use of the existing building will be general office, with approximately 4,100 square feet to be used by Klein & Associates, a local financial planning business, and approximately 1,400 square feet leased for general office space. In addition to substantial renovation of the existing building (as shown in Exhibit B of the Agreement), a deck on the rear of the building may be constructed, and exterior site improvements to the parking lot and landscaping will be undertaken. With regard to the north portion of the property, the buyer does not have specific development plans at this time, but is evaluating potential options for the future use. As requested by the City Council Property Committee, the agreement includes provisions that bind the buyer to an office use of the existing building, requires the buyer to commence the renovation of the building and property within 60 days after closing, and includes an acknowledgement the buyer will comply with the City Code with regard to building and property maintenance requirements after closing.

As background information, in August 2008, City Council authorized the City Administration to proceed with the sale of this property, as there is limited potential for future public use. The property was subsequently marketed for six weeks, but no offers were received. On March 22, 2011, City Council again authorized marketing of the property for sale, with an asking price of \$430,000 (as recommended by the City Assessor and based on an estimated value ranging from \$330,000 to \$390,000). The property now addressed as 7130 South Westnedge Avenue was initially acquired for Capital Improvement Program (CIP) projects that have been accomplished. More recently, to facilitate the relocation of the Portage Community Center, and based on the appraised value at the time, the existing building was purchased in 2006 for \$345,000. Since then, the building has been vacant and the condition has deteriorated to the extent that \$35,000 of CIP funding has been budgeted to demolish the building. The CIP project demolition plans were delayed after two purchase offers were received by the city in late July 2011. The two offers included a proposed purchase price of \$229,000 from the Barton Group, and a proposed initial purchase price of \$325,000 from Jason M. Klein and Associates. The Barton Group declined a counter offer from the City Administration and no further activity has occurred. However, over the past several weeks, negotiations have continued with Jason M. Klein & Associates, and the attached Real Estate Purchase Agreement has been signed by Mr. Klein, who is anxious to move forward with the process to purchase the property.

The offer by Jason M. Klein & Associates represents a net sale price of approximately \$327,000 (\$370,000 minus the brokerage fee and closing expenses such as a title commitment and property survey). This net sale price represents 95% of the \$345,000 expended in 2006 for the acquisition of the PCOC building. In addition, if the sale of the property is approved, the city would forego a planned expenditure of \$35,000 which has been budgeted in the FY 2011-12 CIP for the demolition of the former PCOC building located on the property.

Based on the above, it is recommended that City Council consider approval of the attached Real Estate Purchase Agreement, which has been reviewed and approved by the City Attorney.

Attachment: Real Estate Purchase Agreement with Exhibits A and B

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (the "Agreement") is made and entered into on this 20th day of October, 2011 (the "Execution Date"), by and between The City of Portage, a municipal corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, ("Seller"), and Jason M. Klein & Associates, 8175 Creekside Drive, Ste. 226, Portage, Michigan 49024, ("Purchaser").

### **RECITALS**

A. Seller owns real estate located in City of Portage, Kalamazoo County, Michigan, which real estate is generally depicted on Exhibit "A" attached hereto (the "Real Estate"). The boundary and legal description of the Real Estate shall be more particularly defined by the Survey (as defined herein).

B. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, the Real Estate, together with any and all improvements thereon and all easements, rights, appurtenances and hereditaments thereunto belonging (the "Property").

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

### **ARTICLE ONE PURCHASE PRICE**

1.1 The purchase price for the Property ("Purchase Price") shall be the sum of Three Hundred and Seventy Thousand (\$370,000.00) Dollars.

1.2 The parties acknowledge that this Agreement is contingent upon Purchaser obtaining a commitment (the "Commitment") for an SBA-504 Loan (the "Loan"), to facilitate Purchaser's acquisition of the Property, prior to the date which is one hundred twenty (120) days following the Effective Date (as defined herein) (the "Financing Period"), on terms and conditions acceptable to Purchaser in Purchaser's sole discretion (collectively, the "Financing Contingency"). Purchaser shall (i) use reasonable diligence to obtain the Commitment promptly following the Effective Date; and (ii) notify Seller in writing promptly after receipt of the Commitment. If the Commitment has not been obtained by Purchaser prior to the expiration of the Financing Period on terms and conditions acceptable to Purchaser, Purchaser may, at any time thereafter, terminate this Agreement by written notice to Seller, after which the Earnest Money Deposit (as defined herein) shall be refunded to Purchaser and all rights and obligations of the parties hereunder shall terminate. The Financing Period shall run concurrently with the Inspection Period.

### **ARTICLE TWO PERSONAL PROPERTY AND IMPROVEMENTS**

2.1 All personal property that Seller desires to retain shall be removed from the Property before Closing; any remaining personal property shall become the property of Purchaser's pursuant to the Bill of Sale contemplated by Section 6.6f hereof.

**ARTICLE THREE**  
**MAINTENANCE OF PROPERTY**

Seller shall not commit or allow any waste or nuisance on the Property. Seller shall use all reasonable precaution to prevent waste, damage, or injury to the subject Property. Seller shall not further encumber the Property between the Execution Date of this Agreement and the Closing Date except as contemplated herein with respect to the Conservation Easement and Sanitary Sewer Easement (both terms as defined herein).

**ARTICLE FOUR**  
**EARNEST MONEY DEPOSIT**

4.1 Purchaser shall deposit with its broker, at the time of execution of this Agreement by Purchaser, earnest money in the amount of Ten Thousand (\$10,000.00) Dollars paid in cash or check representing immediately available funds ("Earnest Money Deposit"). Purchaser's broker shall provide Seller with written documentation that the Earnest Money Deposit has been deposited.

4.2 If the purchase and sale contemplated hereunder is consummated (the "Closing"), the Earnest Money Deposit shall be applied to the purchase price at Closing. The Earnest Money Deposit shall be non-refundable to Purchaser, except for a permitted termination of this Agreement during the Inspection Period, Financing Period, or as otherwise provided herein.

**ARTICLE FIVE**  
**REAL ESTATE COMMISSION**

5.1 Purchaser and Seller each acknowledge that Purchaser's real estate agent is Midwest Realty Group, LLC (the "Broker"), which is acting as an agent for the Purchaser and that Seller is not represented by an agent or broker. Seller agrees to pay the Broker a brokerage fee in the amount of ten percent (10.0%) of the Purchase Price. Seller shall have no obligation or liability to any agent, broker or finder by reason of the transaction which is the subject matter of this Agreement, except for Seller's obligation to Broker as stated herein.

5.2 The parties acknowledge that other than the Broker disclosed herein, no other real estate broker, sales persons or agents are involved in this transaction and the parties hereby indemnify and hold each harmless from any and all such claims for brokerage fees.

**ARTICLE SIX**  
**CLOSING**

6.1 Purchaser agrees 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 within one (1) day of such approval or other disposition. Purchaser also agrees 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 representation or warranty 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 the earlier of: a) ten (10) days following the expiration of the Financing Period described herein; or b) 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. The Closing shall not take place if this Agreement is terminated as otherwise provided. The Closing shall take place in the title office issuing the title commitment and policy.

6.3 a. 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 adjournment 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, free and clear of all rights and claims of third parties, subject only to Permitted Encumbrances (as defined herein).

b. If the Closing of the sale is delayed due to Purchaser's lender failing to fund the Loan contemplated by Section 1.2 above, an adjournment period of forty-five (45) days shall be allowed for Closing by written notice from Purchaser to Seller prior to the originally scheduled date for Closing.

6.4 Except as stated in Article Five, 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 Permitted Encumbrances (as defined herein).
- b. Seller shall provide whatever documentation which may be reasonably required by legal counsel or 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. Purchaser shall tender the Purchase Price to Seller as provided for hereunder, as adjusted by any credits or prorations contemplated hereunder.
- d. Each party shall execute a closing statement to evidence the transaction.
- e. If the Seller has not already paid the premium for an ALTA 2006 title policy pursuant to this Agreement, then Purchaser shall receive credit for

the premium, payable to the title company for the issuance of the title insurance policy required hereunder.

- f. Seller shall execute and deliver a Bill of Sale for any personal property.
- g. Seller shall execute and deliver a non-foreign person affidavit, as such term is used in Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder.
- h. Seller shall execute and deliver an affidavit of ownership as required by the title company in order to induce the title company to omit the standard exceptions from Purchaser's title policy.
- i. Seller shall execute and deliver a certificate certifying that Seller's representations and warranties set forth herein are true and correct as of the Closing Date.
- j. Seller shall execute and deliver a valid assignment of contracts, books and records, reports, studies, guaranties, warranties, indemnification rights and other intangible rights and property, if any, which Seller may own in connection with the Property. Seller shall deliver originals, if available (or copies, if not), of the foregoing documents.
- k. 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. If necessary, the parties shall obtain resolution of Board of Directors or appropriate entities authorizing the transaction and naming the party having authority to execute the documents.

## **ARTICLE SEVEN**

### **INSPECTIONS, ENVIRONMENTAL, APPROVALS**

7.1 Purchaser, its employees, agents or representatives, at its sole expense, shall have the right to enter the Property, during normal business hours, and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised or assessed for any purpose desired by Purchaser, to determine the suitability for Purchaser's intended use of the Property. Without limiting the generality of the foregoing, Purchaser shall have the right to meet with the City of Portage assessor during the Inspection Period (as defined herein) to discuss matters related to the post-closing assessed value of the Property and other property tax aspects of Purchaser's intended use of the Property; provided, Purchaser acknowledges that Seller makes no representations or warranties in this regard. The inspection period (the "Inspection Period") shall begin on the Effective Date, and shall end sixty (60) days thereafter. Seller shall (i) reasonably cooperate with Purchaser in the course of Purchaser's investigations, (ii) provide such documents relating to the Property as reasonably requested by Purchaser and (iii) make available to Purchaser, upon request, representatives or agents of Seller who are involved in the operation, management or maintenance of the Property. 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 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 Execution Date of this Agreement: (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 for any reason in Purchaser's sole and absolute discretion, including without limitation any matter disclosed by the Property Reports, the boundaries of the Property or the Easements as depicted by the Survey, or any other aspect or condition of the Property, 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 delivered 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.

7.5 a) The parties acknowledge that this Agreement is contingent upon Purchaser receiving all required approvals for its proposed site plan and all building permits and signage permits for Purchaser's intended use of the Property, including without limitation any approvals that may be necessary or appropriate from the Michigan Department of Environmental Quality, prior to the date which is one hundred twenty (120) days following the Effective Date (the "Approvals Period"), on terms and conditions reasonably acceptable to Purchaser in its reasonable discretion. Purchaser shall use reasonable diligence to obtain the foregoing approvals. If Purchaser is unable to obtain such approvals prior to the expiration of the Approvals Period, then either Purchaser or Seller may terminate this Agreement by delivering written notice to the other party on or before the expiration of the Approvals Period. In the event that such notice shall be given, the Earnest Money Deposit shall be delivered to Purchaser and this Agreement shall be deemed void. If neither Purchaser nor Seller provides such written notice of termination to the other party prior to the expiration of the Approvals Period, Purchaser and Seller shall be obligated to proceed with the transaction in accordance with the other terms

and conditions of this Agreement. The Approvals Period shall run concurrently with the Financing Period and the Inspection Period.

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

7.6 Purchaser and Seller hereby acknowledge that at or prior to Closing, Seller and Purchaser shall execute and/or enter into (a) a conservation easement for stormwater affecting certain portions of the Real Estate, as generally depicted on Exhibit A attached hereto, which shall provide for the maintenance of such portions of the Real Estate in their natural state (the "Conservation Easement"); and (b) a sanitary sewer easement affecting certain portions of the Real Estate, as generally depicted on Exhibit A attached hereto, which shall permit the installation and use of certain sanitary sewer facilities within such portions of the Real Estate or shall reconfigure the location of existing sanitary sewer easements affecting the Property (the "Sanitary Sewer Easement", and together with the Conservation Easement, the "Easements"). Seller hereby covenants and agrees to provide proposed drafts of the Easements to Purchaser for Purchaser's review as soon as possible following the preparation of the Easements by Seller but not later than five (5) days following the Effective Date of this Agreement. Purchaser and Seller shall negotiate the terms and conditions of the Easements in good faith prior to the close of the Inspection Period. Seller covenants and agrees that Seller shall not execute, enter into or record the Easements or any similar easements affecting the Real Estate without Purchaser's prior written approval of same, including without limitation the final location of the Easements (or the final location of any reconfigured easements on the Property). If any aspect of the Easements are not deemed satisfactory to Purchaser or Seller, including without limitation, the location of the Easements relative to the building located on the Property, in Purchaser's or Seller's sole and absolute discretion, at any time prior to the close of the Inspection Period, Purchaser or Seller shall be entitled to terminate this Agreement by written notice to the other party in which case the Earnest Money Deposit shall be promptly refunded to Purchaser and the parties shall have no further rights or obligations under this Agreement.

## **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 date of Closing shall be paid by Seller. All special assessments, all unpaid installments, levied on or after the date of Closing shall be the responsibility of Purchaser.

#### **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 (subject to the City of Portage approval contemplated in Section 6.1).
- b. The individuals signing this Agreement and all other documents to be executed pursuant hereto are and shall be duly authorized to sign on behalf of and bind Seller (subject to the City of Portage approval contemplated in Section 6.1).
- c. Seller has no knowledge of any persons or entities claiming a right to possession of the Property.
- d. Seller has good and marketable fee simple title to the Property, free and clear of all liens and other encumbrances other than any Permitted Encumbrances (as defined herein) and subject to the matters contained in the title commitment.
- e. The execution and delivery of and the performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property, and do not and will not require any consent or approval of any person or entity (subject to the City of Portage approval contemplated in Section 6.1).
- f. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Purchaser's title or use of the Property.
- g. Seller shall not alter or modify the physical nature of the Property and shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the Closing Date.
- h. There are no contracts currently in effect with respect to the Property.

- i. There are no leases, tenancies, rights of first refusal, rights of first offer, options or other instruments or agreements with respect to the Property.
- j. There are no underlying land contracts or mortgages with respect to the Property.
- k. No work has taken place on the Property in the last one hundred twenty (120) days that would create a right to a lien against the Property.
- l. To the best of Seller's actual knowledge the Property and Seller: (i) are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"); (ii) are not the subject of and have not at any time in the past, been the subject of any "Superfund" evaluation or investigation; and (iii) are not the subject of any federal or state investigation or administrative proceeding evaluating whether any remedial action is necessary to respond to a release of any Hazardous Substance (as defined below). "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including, but not limited to asbestos, PCB's, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., and any other hazardous or toxic substances or pollutants regulated under other applicable Environmental Laws.

9.2 **"AS IS"**. Purchaser agrees that it has inspected and will continue to inspect and assess the Property and that, except for the representations and warranties in this Article Nine and in the documents to be delivered at Closing, Purchaser will rely solely upon such inspection and assessment in electing whether or not to purchase the Property. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN ARTICLE NINE AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, 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, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE LEASE INCOME OR EXPENSES FROM THE PROPERTY. 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 recognizes, stipulates and 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 Whenever the word "knowledge" or any deviation thereof is used with regard to any representation or warranty made by Seller, it shall mean the current actual knowledge of any officer or employee of the Seller.

9.4 Post-Closing Development. Purchaser and Seller hereby acknowledge and agree that Purchaser has provided Seller with the preliminary plans for Purchaser's proposed renovation of the Property as prepared by Bosch Architecture, Engineering and Interior Design dated October 6, 2011, attached hereto as Exhibit B, which contemplate use of the Property for general office purposes (the "Plans"). Purchaser hereby covenants and agrees that Purchaser shall make commercially reasonable efforts to commence its renovations at the Property substantially in accordance with the Plans (as they may be modified or altered prior to such commencement in Purchaser's sole and absolute discretion) within sixty (60) days following the Closing Date, subject to events beyond Purchaser's control, including but not limited to, unavailability of financing, acts of God, war, civil commotion, terrorist acts, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction, waiting periods for obtaining governmental permits or approvals, or weather conditions. The obligations set forth above shall affect only that portion of the Real Estate contemplated for development by the Plans and shall not affect any portions of the Real Estate not contemplated for development by the Plans. Purchaser further covenants and agrees that Purchaser shall maintain the Property following the Closing in accordance with all applicable codes and ordinances. Seller's remedies for any material default under the terms and conditions of this Paragraph 9.4 shall be limited to seeking injunctive relief or exercising its police powers with respect to the City of Portage building code, zoning code or other applicable ordinances.

#### **ARTICLE TEN/SURVEY TITLE INSURANCE**

10.1 Seller shall, at its expense, within five (5) days after the Effective Date of this Agreement, order a commitment for a 2006 owner's ALTA title policy with standard exceptions from a title company of Seller's choice but reasonably acceptable to Purchaser, insuring title to the Property to be in good and marketable condition, and shall provide a copy of the same to Purchaser upon receipt, together with legible copies of all Schedule B documents if such documents can be provided without additional cost to Seller (collectively, the "Commitment").

10.2 In the event the Commitment or the ALTA Survey reflects that title to the property is not vested in Seller, or if any of the building and/or use restrictions, easements or covenants of record or any other title encumbrances or exceptions or matters shown on the ALTA Survey would interfere with or would be unsuitable for Purchaser's intended use of the Property, Purchaser shall notify Seller in writing of Purchaser's objections to the ("Objections") within ten (10) days after Purchaser's receipt of the later of the Commitment or the ALTA Survey but not later than the close of the Inspection Period. Any matter disclosed by the Commitment or the ALTA Survey which is not an Objection shall be deemed a permitted encumbrance and Purchaser shall have deemed to have waived any Objection to such matter (the "Permitted Encumbrances"). Any matter disclosed in the title commitment that is in the form of an encumbrance that is liquidated in an amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Purchaser under this section so long as Seller discharges such encumbrance at Closing. In the event Seller is unwilling or unable to modify, remove or obtain a commitment for title insurance over any Objection, Seller shall provide written notice of the same to Purchaser within ten (10) days following Seller's receipt of Purchaser's Objections and thereafter Purchaser shall have the

option of either: (a) waiving such Objection and proceeding under this Agreement; or (b) terminating this Agreement, after which Purchaser shall receive a return of the Earnest Money Deposit wherein all liability hereunder shall terminate. Purchaser shall make its election of either waiving such Objection or terminating this Agreement within ten (10) days following Purchaser's receipt of Seller's written notice as contemplated by the foregoing sentence. If Seller elects to cure an Objection, Seller shall provide written notice thereof to Purchaser within ten (10) days following Purchaser's Objections and Seller shall prosecute such cure with good faith and reasonable diligence to completion but shall incur no liability to Purchaser if Seller is unable to cure any Purchaser Objections provided that Seller prosecuted the same in good faith. If Seller fails to provide such a notice in response to any of Purchaser's Objections, Seller shall be deemed to have elected to cure the Objection. If Seller is unable to cure any such Objections prior to Closing, Purchaser shall be permitted to elect either (a) or (b) as stated above.

#### **ARTICLE ELEVEN** **SURVEY AND ALTA SURVEY**

Not later than fifteen (15) days following the Execution Date of this Agreement, Seller, at its sole cost and expense, shall cause a boundary survey to be performed of the Real Estate which shall contain a certified legal description of the Real Estate and the location of the proposed Conservation Easement and Sanitary Sewer Easement (the "Survey"), and shall deliver the same to Purchaser. Purchaser shall have until the close of the Inspection Period in which to approve the location and boundaries of the Real Estate, Conservation Easement and Sanitary Sewer Easement, in Purchaser's sole and absolute discretion. Purchaser shall have the right, at its sole cost and expense, to perform an additional survey of the Real Estate in accordance with the 2011 minimum standard detail requirements for ALTA/ACSM land title surveys ("ALTA Survey"), if desired by Purchaser and if so desires Purchaser shall order the ALTA Survey not later than ten (10) days following Purchaser's receipt of the Commitment. If Purchaser disapproves of the location or boundaries of the Real Estate, Conservation Easement or Sanitary Sewer Easement at any time prior to the close of the Inspection Period, in Purchaser's sole and absolute discretion, then Purchaser shall be entitled to terminate this Agreement by written notice to Seller in which case the Earnest Money Deposit shall be promptly refunded to Purchaser and the parties shall have no further rights or obligations under this Agreement. Seller represents and warrants to Purchaser that as of the Closing, the Real Estate, as depicted by the Survey, constitutes a separate and independent parcel for legal and property tax purposes and no land division, boundary line adjustment or governmental approval is necessary or required to establish the Real Estate as a separate and independent parcel. To the extent that any land division, boundary line adjustment or governmental approval is necessary to establish the Real Estate as a separate and independent parcel, any such actions shall be undertaken by Seller at Seller's sole cost and expense and shall be completed prior to the close of the Approvals Period.

#### **ARTICLE TWELVE** **UNPLATTED LANDS**

Seller is transferring to Purchaser all available divisions, if any, under Section 108 of the Land Division Act, but makes no representations as to the number.

#### **ARTICLE THIRTEEN** **NON-FOREIGN OWNERSHIP**

The parties acknowledge that Section 1455 of the Internal Revenue Code provides that a purchaser of a United States real property interest must withhold tax if the seller is a foreign

person or entity. To assure Purchaser that withholding of tax is not required upon the sale of the real property, Seller hereby certifies, and shall reaffirm the same to purchaser by affidavit prior to the Closing of the sale contemplated hereby, that the Seller is not a foreign individual, foreign corporation foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) and shall certify to and declare in said affidavit the veracity of this information under penalties of perjury.

#### **ARTICLE FOURTEEN** **DEFAULT AND REMEDIES**

Any of the parties hereto shall be in default under this Agreement if it shall (a) breach any warranty or representation under this Agreement, or (b) fail to perform any act required under this Agreement without curing such failure within ten (10) days' after receiving written notice from the non-defaulting party.

14.2 In the event Seller shall be in default under this Agreement, Purchaser may (a) elect to terminate this Agreement and receive a refund of the Earnest Money Deposit, including any interest thereon, or consummate the transactions contemplated hereby if such default occurs prior to the Closing Date; (b) institute an action against Seller for specific performance of Seller's obligations hereunder; and (c) pursue any and all remedies at law or in equity which Purchaser may have against Seller.

14.3 In the event of Purchaser's default, Seller shall have the right to terminate this Agreement and retain the Earnest Money Deposit as Seller's sole and exclusive remedy.

#### **ARTICLE FIFTEEN** **EMINENT DOMAIN**

Seller shall notify Purchaser within two (2) 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 SIXTEEN** **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 SEVENTEEN** **EXCHANGE**

Either party shall have the right, at its option, to consummate the transactions contemplated in this Agreement pursuant to a transaction that is structured to qualify as a Like-kind exchange of property within the meaning of §1031 of the Internal Revenue Code of 1986, as amended, including what is known as a "reverse" like kind exchange as long as the non-benefitting party is not adversely affected. The parties agree to cooperate with one another in effecting a qualifying like-kind exchange through a trust or other means as determined by the parties that requests that the transaction be effected through a qualifying like-kind exchange;

provided, however, that the party desiring such treatment, shall bear all additional transaction costs and all reasonable costs and expenses incurred by the other party that are attributable to the closing of a qualifying exchange.

## **ARTICLE EIGHTEEN MISCELLANEOUS**

18.1 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.

18.2 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.

18.3 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:  
Jason M. Klein & Associates  
8175 Creekside Drive, Suite 226  
Portage, MI 49024

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

18.5 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.

18.6 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.

18.7 Survival of Representations, Warranties and Indemnities. All warranties and representations and indemnities made by the parties, including without limitation the obligations of Buyer as set forth in Section 9.4 hereof, shall survive Closing.

18.8 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.

18.9 Relationship of Parties. Nothing contained in this Agreement nor any act of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, or of any association between the parties hereto, nor shall anything contained in this Agreement or any act of the parties be construed to render any party liable for the debts or obligations of any other party.

18.10 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.

18.11 Indemnity. Each party shall indemnify, defend and hold harmless the other from and against any and all third party claims, actions, liabilities, obligations, damages, penalties, costs, charges and expenses, including reasonable attorneys' fees, arising from loss of life, personal injury or damage to property, and all other third party loss, damage or delay which may arise on or about the Property as a result of the indemnifying party's activities on the Property or otherwise occurring during each party's respective period of ownership of the Property (each, a "Loss"), provided, however, that neither party shall be liable to the other to the extent that any Loss is caused by the gross negligence or willful misconduct of the party seeking indemnification.

18.12 Attorney Fees and Costs. If any party commences an action against another party as the result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.

18.13 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.

18.14 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.

18.15 Assignment. This Agreement is personal to the parties and may not be assigned, sold or otherwise conveyed by any party, provided, however, that Purchaser has the right to a one-time assignment of all of its rights and obligations hereunder to another Michigan limited liability company which has, as its sole member, Jason M. Klein, who is the sole member of Purchaser. Upon delivery of written notice to Seller of such assignment, together with a copy of the assignment instrument, Purchaser shall be forever released and discharged from any and all obligations under this Agreement, and Purchaser's assignee shall be entitled to and subject to all rights and obligations herein. Seller shall have the right to receive and approve of all assignment documents prepared which approval shall not be unreasonably refused. 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.

18.16 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.

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

18.18 Authorization. Each party to this Agreement which is a corporation, limited partnership, general partnership, LLC, PLC, trust or other entity warrants and represents that it is properly authorized by its board of directors, stockholders, partners and/or holders of beneficial interests to enter into this Agreement.

18.19 Fax. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax 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 copies being used, and both parties specifically waive the relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

#### **ARTICLE NINETEEN EXECUTION AND DELIVERY**

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

[SIGNATURES ON FOLLOWING PAGE]

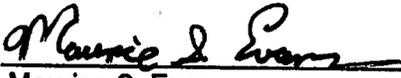
IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective the day and year first above written.

SELLER:

PURCHASER:

CITY OF PORTAGE

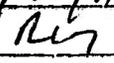
JASON M. KLEIN & ASSOCIATES

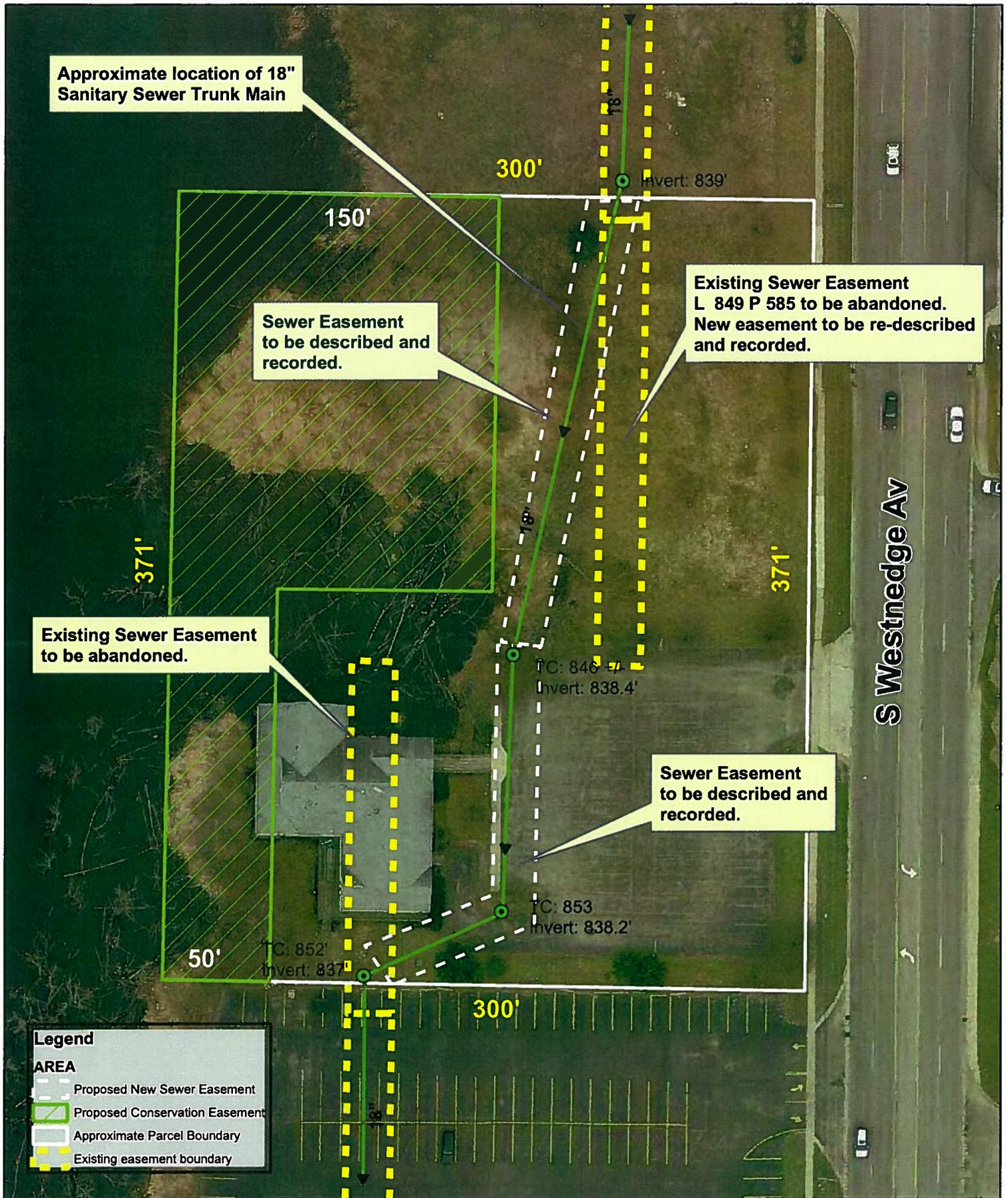
By:   
Maurice S. Evans  
Its: City Manager

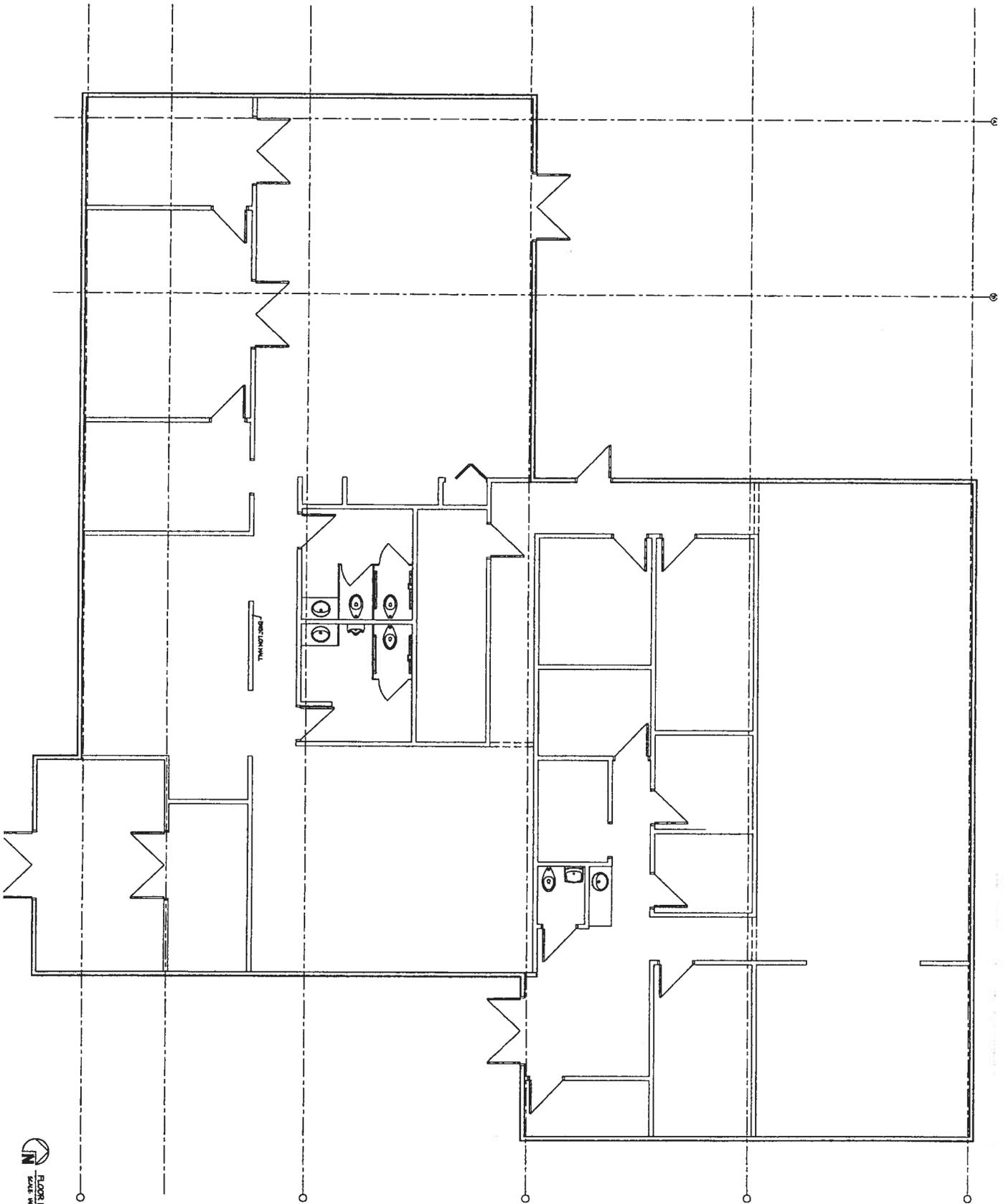
By:   
Its: \_\_\_\_\_

\_\_\_\_\_  
EFFECTIVE DATE  
(City Council)

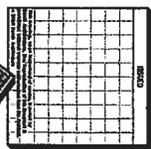
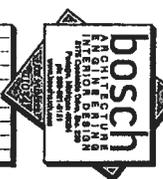
Prepared by:  
RANDALL L. BROWN  
1662 East Centre Avenue  
Portage, Michigan 49002  
Phone: (269) 323-8812

APPROVED AS TO FORM  
DATE 10/24/11  
  
CITY ATTORNEY



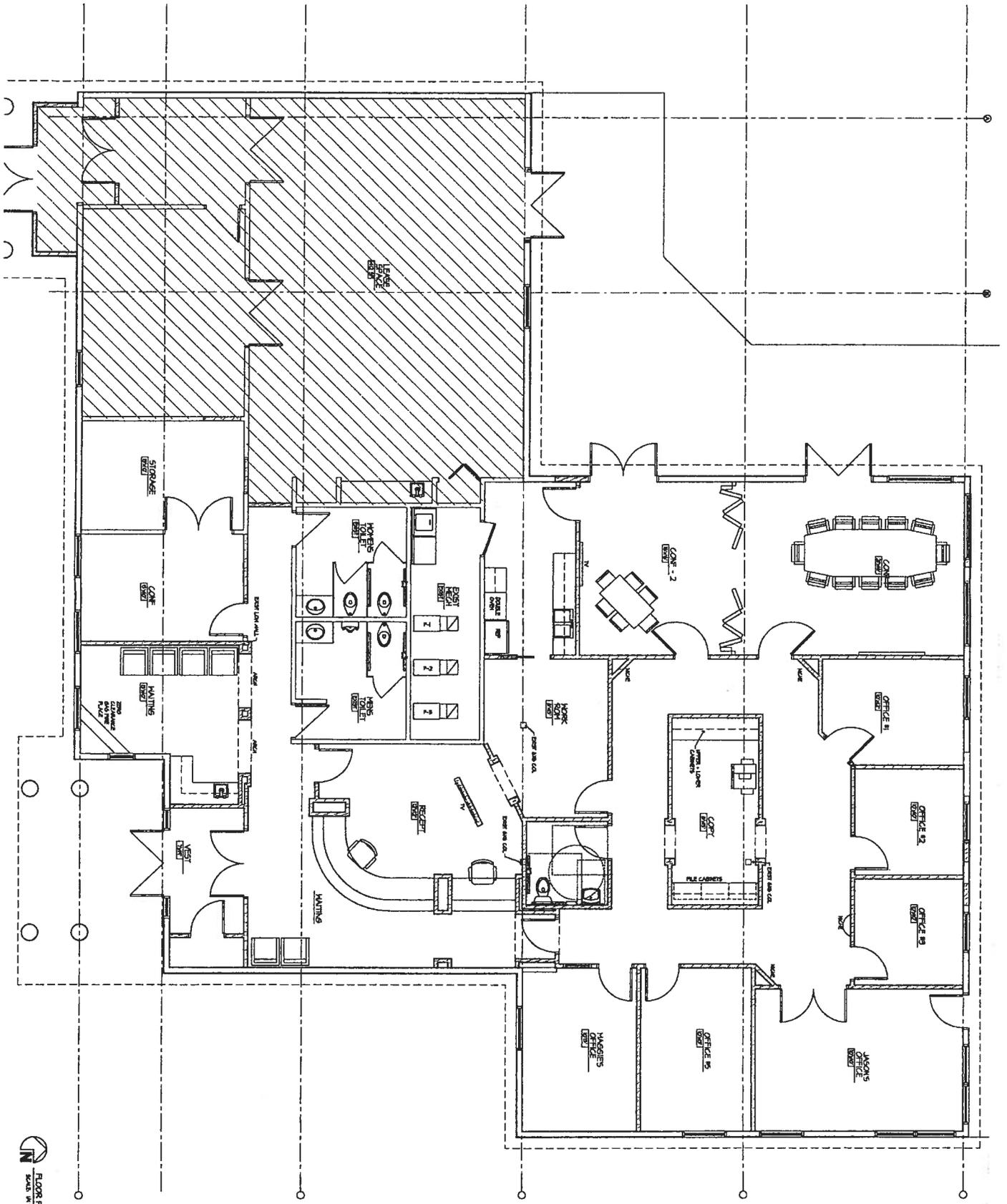



 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 7/5/11

**Jason Klein**  
 7130 S Westnedge Ave  
 Portage, Michigan 49024



FLOOR PLAN  
SCALE: 1/8" = 1'-0"

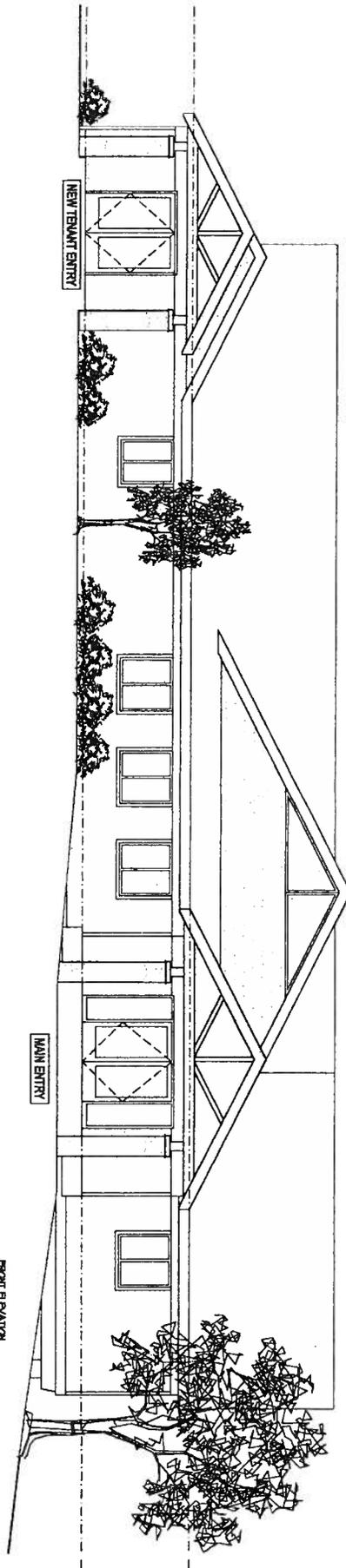
11/04/10/11/04  
A101-A  
1000X  
7/11/11

**bosch**  
ARCHITECTURE  
INTERNATIONAL  
11100 E. Grand Ave., Suite 200  
Denver, CO 80231  
Tel: 303.733.4111

0303

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
10/6/11

**Jason Klein**  
7130 S. Westnedge Ave  
Portage, Michigan 49024



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

NEW TENANT ENTRY

MAIN ENTRY

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 10/6/11

**Jason Klein**  
 7130 S Westmeade Ave  
 Portage, Michigan 49024

**bosch**  
 ENGINEERING  
 ARCHITECTURE  
 INTERIOR DESIGN

ELEVATION  
 ELEVATION  
 1201

# CITY OF PORTAGE

# COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** December 1, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Natural Gas – Alternate Gas Supplier (AGS)

**ACTION RECOMMENDED:** That City Council approve a contract with Border Energy, Inc. for the procurement of natural gas, with the option for three annual renewals, and authorize the City Manager to execute all documents on behalf of the City of Portage.

The city has traditionally procured natural gas through Consumers Energy. However, a number of Alternate Gas Suppliers (AGS) have recently developed and are offering limited risk variable rate programs for the supply of natural gas. In this arrangement, Consumers Energy continues to provide the piping infrastructure but the commodity (natural gas) would be supplied by an alternate supplier at a more competitive rate. The program offered by the AGS establishes a variable monthly rate pricing structure based on the New York Mercantile Exchange (NYMEX) commodity index for natural gas and a fixed price fee.

Proposals for natural gas were solicited from twenty suppliers. On November 17, 2011, two proposals were received. With the assistance of our energy consultant, Summit Energy, the proposals were reviewed for cost, contract terms, financial stability, and customer references. Implementing the low-cost proposal submitted by Border Energy, Inc. is anticipated to save the city approximately \$25,000 per year. The city also retains the ability, as part of the agreement with Border Energy, to convert the variable rate program to a long term fixed rate cost structure at a future date.

It is recommended that the city contract with Border Energy, Inc. of Powell, Ohio for the purchase of natural gas for a 15-month period, beginning January 2012 through March 2013, with the option for three 12-month contract renewals.

RL:jj

BID TABULATION  
NATURAL GAS

<u>BIDDER</u>	<u>COMPARABLE RATE</u>
Border Energy, Inc. 9787 Fairway Dr. Powell, OH 43065	\$5.44
Glacial Natural Gas, Inc. 24631 Jefferson Ave. St. Clair Shores, MI 48080	\$5.531

## CITY OF PORTAGE

## COMMUNICATION

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**TO:** Honorable Mayor and City Council

**DATE:** November 30, 2011

**FROM:** Maurice S. Evans, City Manager



**SUBJECT:** Bid Tabulation & Recommendation – Employee Uniforms

**ACTION RECOMMENDED:** That City Council award a 2.5 year contract to Maurers Textile Rental Service, Incorporated, to provide employee uniform rental, maintenance and weekly laundering services in the amount of \$19,477.90 and authorize the City Manager to execute all documents related to the contract and subsequent renewals on behalf of the city.

The city provides employee uniforms for operational and supervisory personnel in the Streets & Equipment and Parks Departments, as well as building inspectors in the Community Development Department. This employee uniform program facilitates a professional and quality appearance during field operations providing for ease of city personnel identification. The current contract for the provision of these services expires in January 2012.

The city utilizes contractual services to provide and maintain these uniforms. The contract provides for initial new uniforms, followed with regular repair and maintenance due to wear and tear, and weekly laundering. A multi-year contract is preferred for this type of service as the initial cost to provide new uniforms can be spread over an extended period, lowering the annual cost.

In response to the city request for bids, two proposals were received to provide this service with the lowest bid submitted by Maurers Textile Rental Services, Incorporated, of Lansing, Michigan in the total amount of \$19,477.90 for a 2.5 year contract. A bid tabulation is attached for your review.

It is recommended that a 2.5 year contract be awarded to Maurers Textile Rental Services, Incorporated, to provide employee uniforms including repairs when needed and weekly laundering services in the amount of \$19,477.90, and authorize the City Manager to execute all documents related to this contract and subsequent renewals on behalf of the city. Funds are available and will be budgeted annually for this contract.

Attachment

BID TABULATION  
EMPLOYEE UNIFORM RENTAL

				Maurers Textile Rental Services, Inc. 930 Filley Lansing, MI 48906				Cintas 35245 Canal Road Lansing, MI 48917	
Item	Style	Fabric	Color(s)	Sets/ Employee	Est. No. of Employees	Weekly Cost		Weekly Cost	
						Per Employee	Total	Per Employee	Total
Shirt	Work	Cotton	Green	13	7	\$2.65	\$18.55	\$2.23	\$15.61
Shirt	Work	Cotton	Blue	13	2	\$2.65	\$5.30	\$2.23	\$4.46
Pants	Work	Cotton	Green	13	7	\$2.65	\$18.55	\$3.68	\$25.76
Pants	Work	Cotton	Blue	13	2	\$2.65	\$5.30	\$3.68	\$7.36
Pants	Work	Cotton	Brown	13	9	\$2.65	\$23.85	\$3.68	\$33.12
Pants	Dress/Pleated	Blend	Variety	13	4	\$2.88	\$11.52	\$3.12	\$12.48
Pants	Dress/Not Pleated	Blend	Variety	13	4	\$3.70	\$14.80	\$2.34	\$9.36
Pants	Dress/Pleated	Blend	Variety	7	1	\$1.50	\$1.50	\$1.68	\$1.68
Pants	Dress/Pleated	Blend	Gray	7	1	\$1.50	\$1.50	\$1.68	\$1.68
Pants	Dress/Not Pleated	Blend	Gray	7	3	\$2.00	\$6.00	\$1.26	\$3.78
Shirts	Dress/Button	Blend	Variety	13	7	\$2.88	<u>\$20.16</u>	\$2.64	\$18.48
Uniforms Subtotal						\$2.88	\$127.03		\$133.77
Other Charges					<u>Est. Units</u>		<u>Total</u>		<u>Total</u>
<u>Floor Mats</u>									
Floor Mats 3' x 5'					7		\$8.40		\$10.50
Floor Mats 3' x 10'					6		\$14.40		\$21.00
<u>Charges for New Employees</u>									
Emblems – Employee Name					1		n/c		\$0.75
Emblems - City Emblem					1		n/c		\$1.75
<u>Repairs</u>									
Shirt Size Changes					1		n/c		n/c
Pant Size Changes					1		<u>n/c</u>		<u>n/c</u>
Other Charges Subtotal							\$22.80		\$34.00
Weekly Totals Per Year							\$149.83		\$167.77

**MATERIALS TRANSMITTED**

Friday, November 11, 2011

1. Communication from the City Manager regarding the Citizen Comment Card Summary for October 2011 – Information Only.



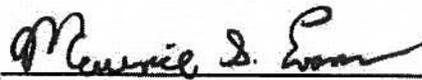
Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager

**MATERIALS TRANSMITTED**

Tuesday, November 15, 2011

1. Final Agenda for the City Council Meeting of November 15, 2011.
2. Communication from the City Clerk regarding the November 8, 2011 General City Election Results – Information Only (final version).
3. Communication from the City Manager regarding the FOIA Request of Ed Sackley – Information Only.



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Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager