CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and City Council **DATE:** June 18, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: FY 2012-13 Community Development Block Grant and General Fund Contracts

ACTION RECOMMENDED: That City Council approve the Fiscal Year 2012-13 Community Development Block Grant Fund contracts and General Fund human/public services contracts and authorize the City Manager to execute all documents on behalf of the city.

Fiscal year contract documents for the provision of Community Development Block Grant (CDBG) Fund program activities and General Fund human/public services have been finalized. The contracts for Fiscal Year 2012-13 contain conditions for use of federal CDBG and city funds, including performance criteria, reporting and related administration activities. Consistent with the adopted Fiscal Year 2012-13 City Budget, these seven contracts, include:

Fund	Agency	Amount
General	Catholic Family Services - the ARK	$9,080
General	Gryphon Place	$2,000
General	Housing Resources, Incorporated	$17,400
General	YWCA	$8,570
General	Portage Community Center	$80,513
CDBG	Portage Community Center	$36,000
CDBG	Fair Housing Center of Southwest Michigan	$2,000

The contracts have been prepared by the Department of Community Development, as well as reviewed and approved as to form by the City Attorney.

It is recommended that City Council approve the seven contracts and authorize the City Manager to execute the documents on behalf of the city.

Attachments: Human/Public Service and Fair Housing Service contracts (withoutOMB Circular Exhibits)

CONTRACT BETWEEN THE CITY OF PORTAGE AND
CATHOLIC FAMILY SERVICES - THE ARK
FY 2012-13

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Catholic Family Services - the ARK, herein referred to as the "ARK", of Kalamazoo County, State of Michigan.

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2013** as to funds to be provided. All services to be provided by the ARK and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided: The ARK agrees to provide the following services to those residents in the city who meet established eligibility requirements:

- Emergency shelter for youth;
- Twenty-four (24) hour crisis phone line;
- Counseling;
- Drug prevention/education;
- Substance abuse assessments;
- Outreach.

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

III. Records: The ARK shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The ARK will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State of Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, the ARK shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit the ARK books to determine whether there has been compliance with this Agreement.

IV. Reports: The ARK agrees to provide the city with Status Reports for the term of this Agreement. The ARK agrees to furnish the city with the following on a biannual basis:

a. Cover letter listi ng services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
b. Financial Statements, including:
   (1) Balance Sheet
   (2) Statement of revenues, expenditures, and changes in fund balance.
c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
d. Reports are due by January 7, 2013 and July 15, 2013.

V. Payments by the city: If the ARK has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the ARK twice annually (subsequent to reviewing reports due January 7 and July 15) equal to one-half of the General Fund appropriation of **Nine Thousand Eighty Dollars ($9,080.00)**. Payments shall be made directly to the ARK. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the ARK has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the ARK in default for breach of the Agreement and hold the ARK liable.

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

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

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

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: CATHOLIC FAMILY SERVICES - THE ARK
1819 Gull Road, Kalamazoo, MI 49048

BY: _____ **DATE:** _____
Frances H. Denny, Executive Director

BY: _____ **DATE:** _____
Robert Wheeler, President, Board of Directors

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 8/5/12
Rem

CONTRACT BETWEEN THE CITY OF PORTAGE AND GRYPHON PLACE FY 2012-13

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

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2012** and hall terminate on **June 30, 2013** as to funds to be provided. All services to be provided by Gryphon Place and payments made by the city are to made in accordance with the provisions hereof.

II. Services to be Provided: Gryphon Place agrees to provide the following services to those residents in the city who meet established eligibility requirements:

2-1-1 Service, which includes:

- information and referral;
- crisis intervention; and
- referral for volunteer services throughout Kalamazoo County.

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

III. Gryphon Place certifies that there is no use of vehicles under this agreement.

IV. Records: Gryphon Place shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. Gryphon Place will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State of Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, Gryphon Place shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit Gryphon Place books to determine whether there has been compliance with this Agreement.

V. Reports: Gryphon Place agrees to provide the city with Status Reports for the term of this Agreement. Gryphon Place agrees to furnish the city with the following on a biannual basis:

a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
b. Financial Statements, including:
   (1) Balance Sheet
   (2) Statement of Revenues, expenditures, and changes in fund balance.
c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
d. Reports are due by January 7, 2013 and July 15, 2013.

VI. Payments by the city: If Gryphon Place has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to Gryphon Place twice annually (subsequent to reviewing reports due January 7 and July 15) equal to one-half of the General Fund appropriation of **Two Thousand Dollars ($2,000.00)**. Payments shall be made directly to Gryphon Place. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that Gryphon Place has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat Gryphon Place in default for breach of the Agreement and hold Gryphon Place liable.

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

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

VIII. Indemnification: To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute

resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject Gryphon Place to the loss of the contract in accordance with the provision of default.

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

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

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

XII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: GRYPHON PLACE
3245 South 8th Street, Kalamazoo, MI 49009

BY: _____ **DATE:** _____
William Pell, Executive Director

BY: _____ **DATE:** _____
Michael Raphelson, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 6/5/12

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CONTRACT BETWEEN THE CITY OF PORTAGE AND HOUSING RESOURCES, INC. FY 2012-13

This Agreement made by and between the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, commonly referred to herein as the "city" and Housing Resources, Incorporated - HRI, herein referred to as "HRI", of Kalamazoo County, State of Michigan.

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2013** as to funds to be provided. All services to be provided by HRI and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided: HRI agrees to provide the following services to those residents in the city who meet established eligibility requirements:

- Crisis intervention (housing);
- Emergency financial assistance;
- Case management;
- Homelessness prevention (assist Portage residents secure emergency, transitional, and permanent housing through the coordination of existing community resources and referral into HRI residential programs).

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

III. Records: HRI shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. HRI will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State of Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, HRI shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit HRI books to determine whether there has been compliance with this Agreement.

IV. Reports: HRI agrees to provide the city with Status Reports for the term of this Agreement. HRI agrees to furnish the city with the following on a biannual basis:

a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
b. Financial Statements, including:
   (1) Balance Sheet
   (2) Statement of Revenues, expenditures, and changes in fund balance.
c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
d. Reports are due by January 7, 2013 and July 15, 2013.

V. Payments by the city: If HRI has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to HRI twice annually (subsequent to reviewing reports due January 7 and July 15) equal to one-half of the General Fund appropriation of **Seventeen Thousand Four Hundred Dollars ($17,400.00)**. Payments shall be made directly to HRI. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that HRI has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat HRI in default for breach of the Agreement and hold HRI liable.

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

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

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

than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: Housing Resources, Incorporated - HRI
420 East Alcott Street, Suite 200, Kalamazoo, MI 49001

BY: _____ **DATE:** _____
Ellen Kisinger-Rothi, Executive Director

BY: _____ **DATE:** _____
Sabrina Pritchett-Evans, President, Board of Directors

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 6/5/12
KLA

CONTRACT BETWEEN THE CITY OF PORTAGE AND
YWCA OF KALAMAZOO, MICHIGAN
FY 2012-13

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

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

I. Term of Contract: The term of this contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2013** as to funds to be provided. All services to be provided by the YWCA and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided: The YWCA agrees to provide the following services to those residents in the city who meet established eligibility requirements:

1. Domestic Assault Program - $5,511: shelter, emergency 24-hour crisis phone line, counseling and related crisis intervention services to victims of domestic violation and their children, information and referral and community education.
2. Sexual Assault Program - $1,834: emergency support to victims of sexual assault at hospitals, 24-hour crisis phone line, individual and group counseling and related crisis intervention services, information and referral and community education.
3. Mentoring Program - $1,225: personal support and encouragement to women and at risk teen girls.

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

III. Records: The YWCA shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. The YWCA will maintain records in such a manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times and under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State of Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of this Agreement.

Annually, the YWCA shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with the Agreement. If the city desires to audit its books, it may do so and may, at its discretion, retain an independent CPA to audit the YWCA books to determine whether there has been compliance with this Agreement.

IV. Reports: The YWCA agrees to provide the city with Status Reports for the term of this Agreement. The YWCA agrees to furnish the city with the following on a biannual basis:

a. Cover letter listing services provided, time period of report, total units of service delivered for all programs and sub-programs identified in the "services to be provided" section of the Agreement.
b. Financial Statements, including:
   (1) Balance Sheet
   (2) Statement of Revenues, expenditures, and changes in fund balance.
c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
d. Reports are due by January 7, 2013 and July 15, 2013.

V. Payments by the city: If the YWCA has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to the YWCA twice annually (subsequent to reviewing reports due January 7 and July 15) equal to one-half of the General Fund appropriation of **Eight Thousand Five Hundred Seventy Dollars ($8,570.00)**. Payments shall be made directly to the YWCA. If the city determines, after reviewing documentation provided for by this Agreement or any other reliable evidence or combination thereof, that the YWCA has not provided the services required under this Contract or is not following the terms of the Agreement or is otherwise in breach of this Agreement, then all payments may be immediately suspended. Under these conditions the city may, at its option, treat the YWCA in default for breach of the Agreement and hold the YWCA liable.

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

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

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

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

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

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

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

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

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

XI. Other Terms:

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

SIGNED BY:

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

BY: _____ **DATE:** _____
Jennifer A. Shoub, Executive Director

BY: _____ **DATE:** _____
Wendy VanPeenan, Chair, Board of Directors

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 6/5/12
RLS

CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: GENERAL FUND FY 2012-13

This Agreement is made by and between the City of Portage, Michigan, commonly referred to herein as "city" and the Portage Community Center, commonly referred to as "PCC", of Portage, County of Kalamazoo, State of Michigan.

WITNESSETH: That PCC and the city, in consideration of the mutual agreements, undertaking and conditions hereinafter contained, hereby agree as follows:

I. Term of Contract: The term of this contract shall commence on **JULY 1, 2012** and shall terminate on **JUNE 30, 2013**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided ($80,513): PCC shall provide the following services to those residents in the City of Portage who meet established eligibility requirements:

1. Youth Development: $36,835
   - Tutoring
   - Project L.I.F.T. (Larceny Intervention for Teens)
   - Shop Lifting Prevention for 5th Graders
   - Middle School Programming- After School and Summer
   - Community Service & Volunteerism
   - Substance Abuse Programming
   - Children's Holiday Program
   - Information & Referral
2. Community Collaboration: $27,616
   - Information and Referral/Resource Link
   - Host Agency Services
     - Kalamazoo County Health and Community Services Department
     - American Red Cross
     - Kalamazoo County Bar Association
     - Self Help Groups
     - Retail Fraud Diversion
     - Misc. others
3. Emergency Assistance: $16,062

Nothing herein shall be construed as limiting the ability of PCC to perform additional services within its capabilities and budget or to discontinue the services so listed. In the event PCC chooses to discontinue or add additional services, it shall provide written notice to the city thirty (30) days before such services are discontinued or added and provide the city with reasons for such action. In the event the service is discontinued without replacement of another service acceptable to the city, the city may, at its option, take any action provided for under paragraph VI of this agreement.

III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of persons served by each activity funded under the "services to be provided" section of this Agreement. PCC will maintain records in such manner that the units of service delivered to City of Portage residents and businesses can be identified. All relevant financial data shall be maintained according to generally accepted accounting principles,

including records of each expenditure. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of the Agreement. Annually, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books. If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the Community Development Block Grant Contract as described in Section VIII of this Agreement.

IV. Reports: PCC agrees to provide the city with the following quarterly status reports:

For the period covering the term of this Agreement, reports are due on October 15, 2012, January 7, 2013, April 15, 2013 and July 15, 2013. Additionally, PCC agrees to furnish the city with the following:

a. Cover letter listing official project title, time period of reports, total units of services delivered for all programs and sub-programs identified in the "service to be provided" section of this Agreement, and units of service delivered to City of Portage residents and businesses.
b. Financial Statements including:
   i. Balance sheet
   ii. Statement of revenues, expenditures and changes in fund balance
c. A listing of any new projects and programs undertaken which have not been identified in the "services to be provided" section of this Agreement.
d. All reports are due quarterly with the exception of the financial statements, which are due annually.

VI. Payments by City: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the General Fund appropriation of **Eighty Thousand Five Hundred Thirteen ($80,513.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

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

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

discipline all its employees. As an independent contractor, PCC's payment under this Contract shall not be subject to any withholding for tax, social security or other purposes; nor shall PCC, its officers, agents or employees or any subcontractors or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance or unemployment compensation or the like from the city.

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

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

IX. Block Grant: The parties acknowledge that they have entered into a separate contract providing for payment of funds by the city to PCC pursuant to 24 CFR 570 et seq., which are received by the city, as grantee, under Federal Assistance under the Community Development Block Grant Program of the United States Department of Housing and Urban Development. If conflicts arise between this contract and the Community Development Block Grant Contract, the terms of the Community Development Block Grant Contract will prevail. Funds provided under the Community Development Block Grant Contract and under this Contract shall, as far as practicable, be kept independently identifiable by PCC. Further, PCC shall keep separate records for the funds provided by each Contract.

X. Successors and Assigns: The obligations of the parties shall bind all their successors and assigns. PCC shall not assign its right to receive any sums herein provided. While PCC shall not delegate its responsibility to provide the services listed in Paragraph II above, PCC may provide those services to clients directly, or may host other human service agencies to provide those services. The decision to provide those services directly or by means of

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

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

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

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

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

XIII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER
325 East Centre Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Diane Schrock, Executive Director

BY: _____ **DATE:** _____
Mike Ortega, President, Board of Directors

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 6/5/12
RCG

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CONTRACT BETWEEN THE CITY OF PORTAGE AND
THE PORTAGE COMMUNITY CENTER
HUMAN/PUBLIC SERVICE: CDBG FUND FY 2012-13

The CITY OF PORTAGE, a Michigan municipal corporation, 7900 South Westnedge Avenue, Portage, Michigan (hereinafter referred to as "city"), in consideration of the provision of services as specified herein, hereby agrees to provide certain public funds pursuant to 24 CFR 570 et seq., received by city as a grantee of federal assistance under the Community Development Block Grant Program of the United Stated Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 as amended, to the Portage Community Center (hereinafter referred to as "PCC"), 325 East Centre Avenue, Portage, Michigan County of Kalamazoo, State of Michigan, upon the following terns and conditions:

I. Term of Contract: The term of this contract shall commence on **JULY 1, 2012** and shall terminate on **JUNE 30, 2013**. All services performed by PCC and payments made by the city are to be made in accordance with the provisions hereof.

II. Services to be Provided: PCC shall provide the following services to those residents in the City of Portage who meet established lower income eligibility requirements as outlined in Exhibit 1:

1. Emergency Assistance - $32,500
   - Food and Financial Assistance
   - Clothing Bar
   - Holiday Food Baskets
2. Transportation Assistance Program - $1,000
3. Youth Recreation Scholarship Program - $2,500

Nothing herein shall be interpreted as generally limiting the functions of PCC according to its by-laws, but limitations are imposed for those persons employed and those services provided with Community Development Block Grant (CDBG) funds or acting in fulfillment of this Agreement.

PCC agrees to provide office space and personal property necessary to the management of this project.

III. Records: PCC shall maintain its records in a manner which enables the city to identify the number of *persons* served by each activity funded under the "services to be provided" section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of each expenditure. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of the Agreement or completion of the program for which funds are provided, whichever is later. The city is subject to the provisions of OMB-A-128 "Audits of State and Local Governments". PCC, as a subrecipient of federal funds, agrees to provide the

city access to any documents necessary to insure that PCC has complied with any regulation applicable to a subrecipient of federal funds.

Within 60 days from the termination of this Agreement, or annually, whichever is less, PCC shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with this agreement. The independent CPA shall convey to the city the findings in sufficient detail to assure compliance with OMB Circulars No. A-122 (Exhibit 4) and No. A-110 (Exhibit 5). If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit PCC's books to determine whether there has been compliance with this Agreement. Records of expenditures and services provided by PCC pursuant to this contract shall be kept separate from the records kept pursuant to the General Fund Agreement.

IV. Reports: PCC agrees to provide the city with the following status reports:

1. Quarterly status reports for the period covering the term of this Agreement in accordance with the following time schedule:

For the Period	Due Date
7/1/12 through 9/30/12	10/15/12
10/1/12 through 12/31/12	1/7/13
1/1/13 through 3/31/13	4/15/13
4/1/13 through 6/30/13	7/15/13

Each report shall include the following:

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

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

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

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

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

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

VII. Payments by city: If PCC has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to PCC. Such payment shall be made monthly and will equal one-twelfth (1/12) of the CDBG Fund appropriation of **Thirty Six Thousand Dollars ($36,000.00)**. Payments shall be made directly to PCC at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that PCC has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat PCC in default for breach of Contract and hold PCC liable.

PROVIDED: That, if for any reason, PCC shall be in default or breach of this Agreement or be unable to comply with same and shall as a consequence be liable to the city, PCC must satisfy the liability in a manner acceptable to the city, including, but not limited to, cash payment or surrender of materials at city's sole option and discretion.

PROVIDED: That, if the city, in its reasonable judgment, after reviewing documentation provided for by this Agreement or any other reliable evidence, or any combination thereof, determines that PCC has not provided the services as required under this Agreement, or is making any expenditures of funds contrary to low or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

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

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

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

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

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

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

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

XI. Tax Exempt: PCC shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).

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

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

PCC shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. PCC shall provide the city with a copy of all such policies prior to the city providing PCC with the first payment under the terms of this Agreement.

XIII. Binding: The obligation of the parties hereto shall bind all their successors and assigns and PCC shall not assign its right to receive any sums herein provided, without prior written approval of the city.

XIV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.

XV. Exhibits: Exhibits 1, 2, 3, 4 and 5 are hereby incorporated as part of this Agreement.

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

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

SIGNED BY:

GRANTEE/CONTRACTOR: PORTAGE COMMUNITY CENTER
325 East Centre Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Diane Schrock, Executive Director

BY: _____ **DATE:** _____
Mike Ortega, President, Board of Directors

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 6/5/12

S:\2011-2012 Department Files\CDBG\2012-13 HPS$\FY 2012-13 contracts\PCOC- CDBG doc

EXHIBIT 1

Income limits for CDBG Funded Program, effective December 1, 2011

Kalamazoo County – Median Income $63,200 (family of four)

Household Size	Extremely Low Income - 30% of Median HH	Very Low Income - 50% of Median HH	Low Income - 80% of Median HH
1 Person	$13,300	$22,150	$35,400
2 Person	$15,200	$25,300	$40,450
3 Person	$17,100	$28,450	$45,500
4 Person	$18,950	$31,600	$50,550
5 Person	$20,500	$34,150	$54,600
6 Person	$22,000	$36,700	$58,650
7 Person	$23,500	$39,200	$62,700
8 Person	$25,050	$41,750	$66,750

The above income limits, which are set by the U.S. Department of Housing & Urban Development, are based on median family income for the Kalamazoo-Portage MSA, and change on an annual basis.

EXHIBIT 2

SUMMARY OF BENEFITS

City of Portage Community Development Block Grant Program - Quarterly Subrecipient Report
Fiscal Year: 2012-13

NAME OF SUBRECIPIENT:	PERIOD COVERED:	FROM:	TO:

ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	BUDGETED	EXPENDED THIS REPORTING PERIOD

EXHIBIT 3

SUMMARY OF ACTIVITIES HAVING DIRECT BENEFITS

City of Portage Community Development Block Grant Program - Quarterly Subrecipient Report
Fiscal Year: 2012-13

ACTIVITY #	ACTIVITY NAME, DESCRIPTION & LOCATION	EXPENDED THIS REPORTING PERIOD	ACCOMPLISHMENTS/STATUS

SOCIO-ECONOMIC DATA FOR NUMBER OF PERSONS OR HOUSEHOLDS SERVED BY ACTIVITY

INCOME DATA	Number of Persons or Households Served
Extremely Low Income/30% of Median H.H. Income:	
Very Low Income/50% of Median H.H. Income:	
Low Income/80% of Median HUH. Income:	

HEAD OF HOUSEHOLD DATA	Number of Persons or Households Served
Female-Headed Households	
Male-Headed Households	

RACE & ETHNICITY DATA	Number of Persons or Households Served		Number of Persons or Households Served
White		White *& Hispanic*	
Black/African American		Black/African American *& Hispanic*	
Asian		Asian *& Hispanic*	
American Indian/Alaskan Native		American Indian/Alaskan Native *& Hispanic*	
Native Hawaiian/Other Pacific Islander		Native Hawaiian/Other Pacific Islander *& Hispanic*	
American Indian/Alaskan Native & White		American Indian/Alaskan Native & White *& Hispanic*	
Asian & White		Asian & White *& Hispanic*	
Black/African American & White		Black/African American & White *& Hispanic*	
American Indian/Alaskan Native & Black/African American		American Indian/Alaskan Native & Black/African American *& Hispanic*	
Balance/Other		Balance/Other *& Hispanic*	

EXHIBIT 4

OMB Circular No. A-122

OMB Circular No. A-110

CONTRACT BETWEEN THE CITY OF PORTAGE AND THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN FAIR HOUSING SERVICES: CDBG FUND FY 2012-13

The CITY OF PORTAGE, a Michigan municipal corporation, 7900 South Westnedge Avenue, Portage, Michigan (hereinafter referred to as "city"), in consideration of the provision of services as specified herein, hereby agrees to provide certain public funds pursuant to 24 CFR 570 et seq., received by city as a grantee of federal assistance under the Community Development Block Grant Program of the United Stated Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 as amended, to the Fair Housing Center of Southwest Michigan ("the Center") upon the following terns and conditions:

I. Term of Contract: The term of this contract shall commence on **JULY 1, 2012** and shall terminate on **JUNE 30, 2013**. All services performed by the Center and payments made by the city are to be made in accordance with the provisions hereof.

II. Contractor's Address: The Center's address is:
410 East Michigan Avenue
Kalamazoo, Michigan 49007

III. Services to be Provided: The Center shall provide the following services as identified in the City of Portage FY 2012-13 Annual Action Plan for the Community Development Block Grant Program.

1. Host a minimum of two fair housing presentations targeted toward Portage property owners/managers, realtors and/or financial institutions, and preferably within the City of Portage. Target Deadline: June 2013.

2. Host a fair housing education event targeted toward Portage residents and/or business during Fair Housing Month. This event will be conducted primarily by the Center, but may be in participation with other partners. Target Deadline: April 2013. Estimated Budget: $500.

3. Present an overview of fair housing activities to the Human Services Board and accept a resolution at a meeting of City Council in recognition of National Fair Housing Month. Target Deadline: April 2013.

4. Provide fair housing activities targeted toward Portage residents and/or businesses including information and referral, education and outreach, and fair housing enforcement services. Target Deadline: June 2013. Estimated Budget: $1,500.

Nothing herein shall be interpreted as generally limiting the Center's functions according to its by-laws, but limitations are imposed for those persons employed and those services provided with Community Development Block Grant (CDBG) funds or acting in fulfillment of this Agreement.

The Center agrees to provide office space and personal property necessary to the management of this project.

IV. Records: The Center shall maintain its records in a manner which enables the city to verify the work carried out under the "services to be provided" section of this Agreement. All relevant financial data shall be maintained according to generally accepted accounting principles, including records of expenditures. All records shall be accessible to the city at reasonable times under reasonable conditions for the purpose of reviewing compliance with this Agreement, provided that access to such information is not in conflict with any applicable State or Federal statutes governing client confidentiality. Records shall be retained until three (3) years after the termination date of the Agreement or completion of the program for which funds are provided, whichever is later. The city is subject to the provisions of OMB-A-128 "Audits of State and Local Governments". The Center, as a subrecipient of federal funds, agrees to provide the city access to any documents necessary to insure that it has complied with any regulation applicable to a subrecipient of federal funds.

Within 60 days from the termination of this Agreement, or annually, whichever is less, the Center shall retain an independent Certified Public Accountant (CPA) to audit its books to determine if there has been compliance with this agreement. The independent CPA shall convey to the city the findings in sufficient detail to assure compliance with OMB Circulars No. A-122 (Exhibit 1) and No. A-110 (Exhibit 2). If the city desires to audit its books, it may do so, and may, at its discretion, retain an independent CPA to audit the Center's books to determine whether there has been compliance with this Agreement.

V. Reports: The Center agrees to provide the city with status reports for the period covering the term of this Agreement with the following time schedule:

For the Period	Due Date
7/1/12 through 12/31/12	1/7/13
1/1/13 through 6/30/13	7/15/13

Each report shall include the following:

a. Cover letter listing services provided and the time period of report.
b. Financial Statements, including:
   (1) Balance Sheet
   (2) Statement of Revenues, expenditures, and changes in fund balance.
c. A listing of any new projects or programs undertaken which have not been identified in the "services to be provided" section of this Agreement.

VI. Compliance with HUD Requirements. The Center agrees to comply with requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" and OMB Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations" (Exhibits 1 and 2).

VII. Certifications. The Center further gives assurances and certifies that the project will be conducted and administered in compliance with all applicable laws, ordinances,

and regulations of the United States, the State of Michigan and the City of Portage, as they exist now or may later be enacted or amended, including but not limited to the regulations in Subpart K of Part 570 of the General Provisions for Community Development Block Grants, as described in Exhibit 1, except that:

1. The subrecipient does not assume the recipients environmental responsibilities described in 570.604; and
2. Only a subrecipient that is a "State agency" is required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as described in 570.606.

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

VIII. Payments by city: If the Center has complied with its obligations under this Agreement, in the reasonable judgment of the city, the city shall make payments to The Center. Such payment shall be made biannually and will be equal to one-half of the CDBG Fund appropriation of **Two Thousand Dollars ($2,000.00)**. Payments shall be made directly to the Center at the address herein provided. If the city determines, after reviewing documentation provided for by this Agreement, or any other reliable evidence or combination thereof, that the Center has not provided adequate services necessary to justify the payment due under this Contract, or is not following the terms of the Contract, or is otherwise in breach of this Agreement, all payments may be immediately suspended. Under these conditions, the city may, at its option, treat the Center in default for breach of Contract and hold the Center liable.

PROVIDED: That, if for any reason, the Center shall be in default or breach of this Agreement or be unable to comply with same and shall as a consequence be liable to the city, the Center must satisfy the liability in a manner acceptable to the city, including, but not limited to, cash payment or surrender of materials at city's sole option and discretion.

PROVIDED: That, if the city, in its reasonable judgment, after reviewing documentation provided for by this Agreement or any other reliable evidence, or any combination thereof, determines that the Center has not provided the services as required under this Agreement, or is making any expenditures of funds contrary to low or this Agreement, or is otherwise in breach of this Agreement, then all payments may be immediately suspended.

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

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

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

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

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

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

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

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

XII. Tax Exempt: The Center shall notify the city in writing, within thirty (30) days, of any change in its status as a tax-exempt organization pursuant to IRS 501 (c)(3).

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

1. Employer's liability and Workers Compensation insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers Compensation Act.
2. Comprehensive General Liability Insurance: $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage.
3. Failure or refusal to furnish evidence of insurance, in the form satisfactorily to the city, may subject the Center to the loss of the contract in accordance with the provision of default.

The Center shall provide the city ten (10) days advance notice of any change or cancellation in any insurance required by this Agreement. The Center shall provide the city with a copy of all such policies prior to the city providing The Center with the first payment under the terms of this Agreement.

XIV. Binding: The obligation of the parties hereto shall bind all their successors and assigns and The Center shall not assign its right to receive any sums herein provided, without prior written approval of the city.

XV. Meetings: All meetings shall be open to the public. Persons may be excluded only if their behavior is so unruly as to interfere with orderly, open proceedings and discussions.

XVI. Exhibits: Exhibits 1 and 2 are hereby incorporated as part of this Agreement.

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

defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

XVIII. Other Terms:

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

SIGNED BY:

GRANTEE/CONTRACTOR: THE FAIR HOUSING CENTER OF SOUTHWEST MICHIGAN
410 E. Michigan Avenue, Kalamazoo, MI 49007

BY: _____ **DATE:** _____
Robert Ells, Executive Director

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

GRANTOR: CITY OF PORTAGE
7900 South Westnedge Avenue, Portage, MI 49002

BY: _____ **DATE:** _____
Maurice S. Evans, City Manager

APPROVED AS TO FORM
DATE: 6/5/12
RCG

EXHIBIT 1

OMB Circular No. A-122

EXHIBIT 2

OMB Circular No. A-110

CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and City Council **DATE:** June 21, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: Amendment to Code of Ordinances – Purchasing

ACTION RECOMMENDED: That City Council accept the amendment to Division 2, Section 2-171; 2-173; and 2-175, Article 5 "Purchases and Sales" in the City of Portage Code of Ordinances for first reading and set a second reading with final adoption for July 10, 2012.

As follow-up to the April 30, 2012 Fiscal Year 2012-13 Budget Review sessions, an update of the Purchasing Ordinance is appropriate to increase the dollar threshold where City Council purchase authorization is required. The recommended revised dollar limitation is reflective of the Consumer Price Index (CPI) increase since the ordinance was last amended. Proposed changes to the purchasing ordinance have been developed accordingly.

Section 2.177 - Amendment of Dollar Amounts of the Purchasing Ordinance permits the dollar amounts set forth in the division to be changed from time to time by ordinance of the City Council without the necessity of amending the entire division. As a result, recommended changes to the dollar limits have been included in the attached revision.

The last alteration to the Purchasing Ordinance dollar thresholds was made based on 1988 CPI values with the amendment effective January 1989. The rate of inflation over the 24 year interim was 94.5 percent. The City Administration has proposed 100 percent increases for the following ordinance sections:

Section 2-171: "Sealed Bids" – increase from $10,000 to $20,000
Section 2-171: "Written Quotes" – increase from $2,000 to $4,000
Section 2-173 - Change Orders - increase from $10,000 to $20,000
Section 2-175: "Sale of Personal Property - without securing bids" – increase from $2,000 to $4,000
Section 2-175: "Sale of Personal Property - sealed bids required" – increase from $10,000 to $20,000

The proposed ordinance amendment has been reviewed and approved to form by the City Attorney. Therefore, it is recommended that City Council accept the amendment to Division 2, Section 2-171; 2-173; and 2-175, Article 5 "Purchases and Sales" in the City of Portage Code of Ordinances for first reading and set a second reading for July 10, 2012.

Attachment

[ORDINANCE FOR ADOPTION]

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING DIVISION 2, SECTION 2-171; 2-173; and 2-175, ARTICLE 5, OF CHAPTER 2 PURCHASES AND SALES

THE CITY OF PORTAGE ORDAINS:

That Chapter 2 shall be amended as follows:

ARTICLE 5. FINANCE.

Sec. 2-171. **Purchasing procedures; bids generally.**

(a) *Purchases of $4,000.00 or less.* Purchases of $4,000.00 or less may be made without the necessity of securing bids or the approval of the city council. The contracts of purchase may be signed by the city manager.

(b) *Purchases of $20,000.00 or less but over $4,000.00.* No purchases shall be made in an amount of $20,000.00 or less but over $4,000.00 unless an opportunity is afforded for competitive bids thereon. In cases where competitive bidding is required under this subsection, it need not be by written bids, nor must the approval of the council be had. In cases where competitive bidding is not made by written bids, the city manager or his designee shall keep a complete record of all bids or quotations requested or made. The contracts of purchase may be signed by the city manager.

(c) *Purchases over $20,000.00.* Except as otherwise provided in this division, when the amount involved exceeds $20,000.00, sealed bids shall be requested and received. All sealed bids shall be opened by the city clerk or a member of the department of purchasing in public in a room designated for that purpose in a public building. The council may reject any or all bids. In each case of a purchase based upon bids, as provided in this section, the award of such purchase shall be based upon the lowest and best bid of a responsible bidder, as determined by the council. If the council rejects all bids, the council shall order a second submission of bids to be made or may, by a vote of five or more of its members, waive the requirement of a second submission of bids. If the council rejects all bids submitted at the second submission of bids or waives the second submission of bids, the council may direct the director of purchasing to negotiate for the purchase of the materials, supplies or services concerned in the open market to the best advantage of the city. In no event shall the cost of any such purchase of materials so purchased in the open market exceed the amount therefor set forth in the lowest and best bid submitted at the last submission of competitive bids therefor. The contracts of purchase shall be signed by the mayor and city clerk, or the council may direct the city manager to execute all contracts and documents necessary to implement the approved purchase.

(d) *Petty cash purchases.* With the approval of the council, the city manager may allow for purchases from petty cash by officers and departments of the city designated by the council. A purchase from petty cash shall not exceed $100.00 and shall be accounted for to, and approved by, the director of purchasing before the officer or department making such purchase may make any further purchase from the petty cash account allowed to such officer or department.

Sec. 2-172. **Exceptions to competitive bidding requirement.** No change.

Sec. 2-173. **Change order to construction contracts.**

The city manager may authorize change orders in any construction contract or extension to any contract approved by the council in an amount not to exceed $20,000.00 without the necessity of securing bids or further approval of the council.

Sec. 2-174. **Forms; adoption of purchasing rules; authority of council to waive requirements.** No change.

Sec. 2-175. **Sale of personal property.**

With the consent of the city manager, personal property of the city may be sold by the department of purchasing as follows:

(1) When the estimated value of an item of personal property is $4,000.00 or less, as estimated by the department head, such property may be sold without securing bids therefor.

(2) When the estimated value of an item of personal property is $20,000.00 or less but over $4,000.00, as estimated by the department head, opportunity for competitive bids shall be afforded, but such opportunity need not be by written bids. The department of purchasing shall keep a record of all bids received.

(3) When the estimated value of an item of personal property is over $20,000.00, as estimated by the department head, sealed written bids shall be requested and received or bids shall be obtained at an advertised public auction. If sealed bids are requested, they shall be publicly opened by the department of purchasing. If the bids received exceed $20,000.00, the final award shall be made by the council. The council may reject any and all bids. If the council rejects all bids submitted, it may direct the city manager to negotiate for the sale of such city personal property in the open market to the best advantage of the city.

Sec. 2-176. **Disposition of found property.** No change.

Sec. 2-177. **Amendment of dollar amounts**. No change.

Secs. 2-178 – 2-200. **Reserved.**

Dated: _____, 2012

_____
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 _____, 2012.

_____
James R. Hudson, City Clerk

PREPARED BY:
Randall L. Brown (P34116)
Portage City Attorney
1662 East Centre Avenue
Portage, MI 49002
(269) 323-8812

Approved as to Form:
Date: 6/12/12
RLB
_____
City Attorney

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[CITY COUNCIL REVIEW VERSION
NOT FOR PUBLICATION]

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PORTAGE, MICHIGAN BY AMENDING DIVISION 2, SECTION 2-171; 2-173; and 2-175, ARTICLE 5, OF CHAPTER 2 PURCHASES AND SALES

THE CITY OF PORTAGE ORDAINS:

That Chapter 2 shall be amended as follows:

ARTICLE 5. FINANCE.

Sec. 2-171. **Purchasing procedures; bids generally.**

(a) *Purchases of $~~2~~4,000.00 or less.* Purchases of $~~2~~4,000.00 or less may be made without the necessity of securing bids ~~therefor~~ or the approval of the city council. The contracts of purchase may be signed by the city manager.

(b) *Purchases of $~~1~~20,000.00 or less but over $~~2~~4,000.00.* No purchases shall be made in an amount of $~~1~~20,000.00 or less but over $~~2~~4,000.00 unless an opportunity is afforded for competitive bids thereon. In cases where competitive bidding is required under this subsection, it need not be by written bids, nor must the approval of the council be had. In cases where competitive bidding is not made by written bids, the city manager or his designee shall keep a complete record of all bids or quotations requested or made. The contracts of purchase may be signed by the city manager.

(c) *Purchases over $~~1~~20,000.00.* Except as otherwise provided in this division, when the amount involved exceeds $~~1~~20,000.00, sealed bids shall be requested and received. All sealed bids shall be opened by the city clerk or a member of the department of purchasing in public in a room designated for that purpose in a public building. The council may reject any or all bids. In each case of a purchase based upon bids, as provided in this section, the award of such purchase shall be based upon the lowest and best bid of a responsible bidder, as determined by the council. If the council rejects all bids, the council shall order a second submission of bids to be made or may, by a vote of five or more of its members, waive the requirement of a second submission of bids. If the council rejects all bids submitted at the second submission of bids or waives the second submission of bids, the council may direct the director of purchasing to negotiate for the purchase of the materials, supplies or services concerned in the open market to the best advantage of the city. In no event shall the cost of any such purchase of materials so purchased in the open market exceed the amount therefor set forth in the lowest and best bid submitted at the last submission of competitive bids therefor. The contracts of purchase shall be signed by the

mayor and city clerk, or the council may direct the city manager to execute all contracts and documents necessary to implement the approved purchase.

(d) *Petty cash purchases.* With the approval of the council, the city manager may allow for purchases from petty cash by officers and departments of the city designated by the council. A purchase from petty cash shall not exceed $100.00 and shall be accounted for to, and approved by, the director of purchasing before the officer or department making such purchase may make any further purchase from the petty cash account allowed to such officer or department.

Sec. 2-172. **Exceptions to competitive bidding requirement.** No change.

Sec. 2-173. **Change order to construction contracts.**

The city manager may authorize change orders in any construction contract or extension to any contract approved by the council in an amount not to exceed $~~1~~20,000.00 without the necessity of securing bids or further approval of the council.

Sec. 2-174. **Forms; adoption of purchasing rules; authority of council to waive requirements.** No change.

Sec. 2-175. **Sale of personal property.**

With the consent of the city manager, personal property of the city may be sold by the department of purchasing as follows:

(1) When the estimated value of an item of personal property is $~~2~~4,000.00 or less, as estimated by the department head, such property may be sold without securing bids therefor.

(2) When the estimated value of an item of personal property is $~~1~~20,000.00 or less but over $~~2~~4,000.00, as estimated by the department head, opportunity for competitive bids shall be afforded, but such opportunity need not be by written bids. The department of purchasing shall keep a record of all bids received.

(3) When the estimated value of an item of personal property is over $~~1~~20,000.00, as estimated by the department head, sealed written bids shall be requested and received or bids shall be obtained at an advertised public auction. If sealed bids are requested, they shall be publicly opened by the department of purchasing. If the bids received exceed $~~1~~20,000.00, the final award shall be made by the council. The council may reject any and all bids. If the council rejects all bids submitted, it may direct the city manager to negotiate for the sale of such city personal property in the open market to the best advantage of the city.

Sec. 2-176. **Disposition of found property.** No change.

Sec. 2-177. **Amendment of dollar amounts**. No change.

Secs. 2-178 – 2-200. **Reserved.**

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CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and City Council **DATE:** June 18, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: The Meadows at Woodbridge Hills Streetscape Enhancement

ACTION RECOMMENDED: That City Council approve replacement of The Meadows at Woodbridge Hills sign located in the Churchill Lane median island and authorize the City Manager to execute the Streetscape Enhancement Agreement.

The accompanying correspondence has been received from Mr. David Rachowicz, President of The Meadows at Woodbridge Hills Homeowners Association, regarding replacement of a sign in the existing median island located in the Churchill Lane right-of-way. The original wooden sign was damaged in a wind storm and subsequently removed. The homeowners association desires to replace this sign with a 4-foot by 9-foot fieldstone wall/sign consistent in appearance with other recently erected signs in the Woodbridge Hills area.

As background, The Meadows at Woodbridge Hills, which includes Churchill Lane, Hampstead Lane/Court and MacKenzie Lane, is located adjacent to Moorsbridge Road across from Moorsbridge Elementary School (refer to the attached vicinity map). The Meadows of Woodbridge Hills is a single-family condominium subdivision that received final approval by City Council in January 1996. Five landscaped median islands were installed in the MacKenzie Lane, Hampstead Lane/Court and Churchill Street public street right-of-ways. A homeowners association was created to, among other things, maintain common areas. The association includes all 56 lots located along MacKenzie Lane and Hampstead Lane/Court.

A check of city records indicates no Streetscape Enhancement Agreement was executed and the homeowners association bylaws do not include the standard language involving improvements in public right-of-ways. The lack of a Streetscape Enhancement Agreement and standard language in the association bylaws involving this single-family residential neighborhood is expected since it was approved several years before the current standards and procedures were formalized to indemnify the city and establish maintenance responsibilities involving improvements in the public right-of-way.

In an effort to address the absence of a formal agreement, a Streetscape Enhancement Agreement (attached) was prepared and reviewed/approved by the City Attorney and subsequently signed by the Association President, Mr. Rachowicz. The agreement includes maintenance, indemnification and bylaw amendment provisions involving the sign, landscaping and irrigation systems located in all five existing median islands within the public right-of-ways. Attached to the Streetscape Enhancement Agreement are several exhibits that illustrate the right-of-way improvements.

The City Administration recommends that the request to replace the former sign in the Churchill Lane right-of-way and accompanying Streetscape Enhancement Agreement be approved.

Attachments: Communication from Mr. David Rachowicz
Vicinity Map
Streetscape Enhancement Agreement

RECEIVED
JUN 18 2012
COMMUNITY DEVELOPMENT

To: City Portage Council **Date:** June 18, 2012

From: David Rachowicz, Meadows at Woodbridge Hills Association President

Subject: Streetscape Enhancement Agreement

The Meadows at Woodbridge Hills is a Condominium Subdivision with 59 single family home lots that was originally developed beginning in 1995. The subdivision Includes Mackenzie Lane, Churchill Lane, Hampstead Lane and Hampstead Court. When the original development occurred streetscape improvements including boulevard islands, trees, lighting, irrigation, landscaping, and a subdivision entrance sign were installed.

The Meadows of Woodbridge Hills Association has incurred all the expenses for mowing, irrigation, maintenance and upkeep of these areas. The Association's covenants and restrictions clearly state the Meadows at Woodbridge Hills Condominium Association shall be solely responsible for the Maintenance of the general common elements and the entries, buffers, or cul-de-sac islands.

In the spring of 2011, a severe thunderstorm caused widespread tree damage in the Woodbridge Hills neighborhoods. Along Churchill Lane, two trees and the subdivision entrance sign were damaged by the storm. The Association had the storm damage removed and started looking at replacing the damaged sign. The sign was located in the boulevard island of Churchill Lane. Our Board approached the City of Portage to seek permission to replace the damaged sign with a new sign of similar size in the same location. We are planning to replace the wooden sign with a cultured fieldstone sign that is consistent with most other signs in Woodbridge Hills.

It was at this time we discovered that the typical streetscape enhancement agreement the City would have with an association appears not to exist. We have worked with the City Planning Department and City Attorney to develop an agreement that will allow us to replace the damaged sign and in addition, the agreement will cover all of the other existing streetscape enhancements, in the four islands, that were installed as part of the original development. The proposed agreement has been approved by the Meadows at Woodbridge Hills Board of Directors.

The Association will pay for all expenses to install the replacement sign and will continue to assume full responsibility for the maintenance and upkeep of all streetscape enhancements. The Association's liability insurance will also cover the sign and streetscape enhancements and the Association will indemnify and hold the City harmless from any and all liability related to these improvements.

We appreciate the effort City staff has made in helping us resolve this matter and we look forward to installing the new sign and maintaining the streetscapes for the benefit of our Association owners and the City of Portage.

City of Portage Map Document

CITY OF PORTAGE
A Place for Opportunities to Grow

web mapping by Amalgam LLC

1:4600

Map Publication:

Wed Jun 20 2012 05:00:13 PM

Disclaimer:

This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

STREETSCAPE ENHANCEMENT AGREEMENT

This Agreement is made June 26, 2012 between the City of Portage, a Michigan Municipal Corporation ("City"), whose address is City Hall, Portage, Michigan 49002, and The Meadows at Woodbridge Hills Association, a Michigan non-profit corporation ("Association"), whose address is c/o Treystar, 7950 Moorsbridge, Portage, Michigan 49024.

1. **Recitals.** The Association was formed for the purpose of, among other things, owning and maintaining signs, landscaping and irrigation ("Streetscape Improvements") situated at one boulevard and four cul-de-sac islands in a residential plat of the Woodbridge Hills Planned Unit Development, whose owners are members of the Association. More particularly the proposed sign installation will consist of reconstruction of a sign on the east end of the center boulevard island at the entrance to the association located at the intersection of Moorsbridge Road and Churchill Lane. Sign improvements shall consist of a 4' high x 8' long curved fieldstone wall with attached letters, placed in an existing ornamental plant bed, the island also contains existing lawn, trees, and irrigation system. The four cul-de-sac islands also contain existing ornamental plant beds, lawn, trees, and irrigation systems. The Association was also formed to maintain the area where the Streetscape Improvements are located ("Streetscape Improvement Areas"). Permanent Streetscape Improvements identifying or improving the image of a single family, residential development may be permitted on City-owned property or right-of-way if there is an agreement between the City and the proprietor of the Streetscape Improvements pertaining to its construction and maintenance.

2. **Consideration.** The parties hereto hereby acknowledge that the mutual promises contained herein constitute adequate consideration.

3. **Streetscape Improvements.** The Streetscape Improvements shall be of the size and height, appearance, and location shown on Exhibits "A, B, C, D, E, and F" .

4. **Maintenance and Repair.** The Association shall be fully responsible for maintenance and repair of the Streetscape Improvements in the Streetscape Improvements area. If the Association shall not, within thirty (30) days after notice from the City, make repairs to the Streetscape Improvements, the City shall be entitled to do so and tax the cost to the Association which, if not paid upon demand, shall become a lien on the property of the Association in the alternative, the City may remove some or all of the Streetscape Improvements and tax the cost to the Association which, if not paid upon demand, shall become a lien on the property of the Association. Any such lien shall accrue interest at a rate of one (1%) percent per month. In the event that, for any reason, the Association shall be dissolved, those who are Members of the Association upon dissolution shall remain liable for maintenance and repair of the Streetscape Improvements and Streetscape Improvements Area.

5. **Indemnity.** The Association shall defend, indemnify and hold the City harmless from any and all liability as a result of any personal property damage or personal injury resulting from the Streetscape Improvements and shall provide evidence of insurance naming the City as an additional insured in an amount which reasonably protects the City. In the event that any such insurance shall not be maintained, the City shall have the right to remove some or all Streetscape Improvements and the provisions of paragraph 4 regarding the obligation of the Members of the Association to pay the cost thereof shall apply.

6. **Access**: The City shall have the right to enter the Streetscape Improvements to conduct such activities which are permitted under this Agreement.

7. **Benefit and Burden**. The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective successors and assigns.

8. **Amendments**. No change, modification, supplement or addition to any part of this Agreement, including this paragraph, nor responsibility of the Association regarding the Streetscape Improvements shall be binding unless in writing and consented to by the City.

9. **Amendment of Bylaws**. If and when the Bylaws of the Association or the Master Deed associated with the site condominium project is amended for any reason, or a meeting of the Members of the Association is noticed and held, provisions concerning the following shall be added to the Bylaws and/or the Master Deed:

   A. That maintenance of the Streetscape Improvements be provided according to this Streetscape Enhancement Agreement.

   B. The Association is authorized to impose a special assessment for the maintenance and repair of the Streetscape Improvements.

   C. The Streetscape Enhancement Agreement is incorporated into the Bylaws and/or Master Deed.

   D. The property owners of the Association shall be subject to the lien provided for in this Streetscape Enhancement Agreement.

   E. The Bylaws and/or Master Deed cannot be amended to change the maintenance, indemnification and lien provisions without the consent of the City.

The final language of the provisions incorporating 9(A) through (E) above shall be approved by the City.

10. **Authority**. The parties and representatives executing this Agreement warrant that they are the duly authorized representatives of the respective entities designated below and are fully empowered to execute this Agreement on behalf of the respective parties.

The Meadows of Woodbridge Hills Association

By: David Rachowicz

David Rachowicz
Its: President

City of Portage

By: _____

Its: _____

APPROVED AS TO FORM
DATE 6/18/12
CITY ATTORNEY

STATE OF MICHIGAN) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 15 day of June, 2012, by Dave Rachowicz, on behalf of the corporation, by authority of its board of directors.

DARRELL A. McLAUGHLIN
NOTARY PUBLIC - MICHIGAN
KALAMAZOO COUNTY
MY COMMISSION EXPIRES MAR. 1, 2014
ACTING IN KALAMAZOO COUNTY

Notary Public
Kalamazoo County, Michigan
My Commission Expires: 03/01/2014

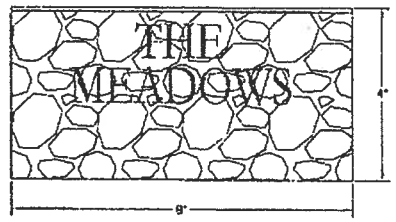
STATE OF MICHIGAN) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this _____day of _____, 2012, by _____, the _____ of the City of Portage, a Michigan municipality, on behalf of the City.

Notary Public
Kalamazoo County, Michigan
My Commission Expires:

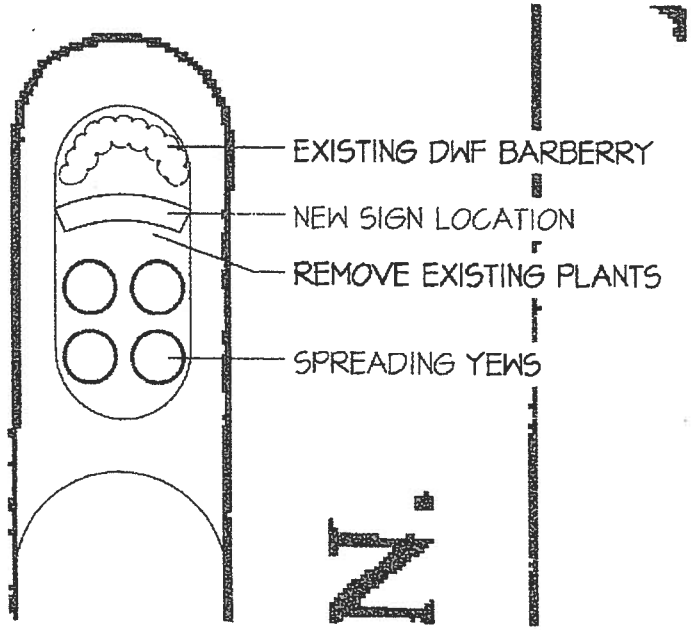
Z:\Jody\PORTAGE\AGREEMEN\Streetscape Enhangement Agr - Meadows at Woodbridge Hills.060712.rtf

Attachment A



1 SK1 **ELEVATION VIEW**

NOT TO SCALE



- SK1 **BASE PLAN**

SCALE 1:10

0 5 10 20
1 inch = 10 ft.

NORTH

LARRY L. HARRIS
3503 GREENLEAF BOULEVARD
KALAMAZOO, MICHIGAN 49008
PHONE: (269) 375-6859
FAX: (269)375-0410

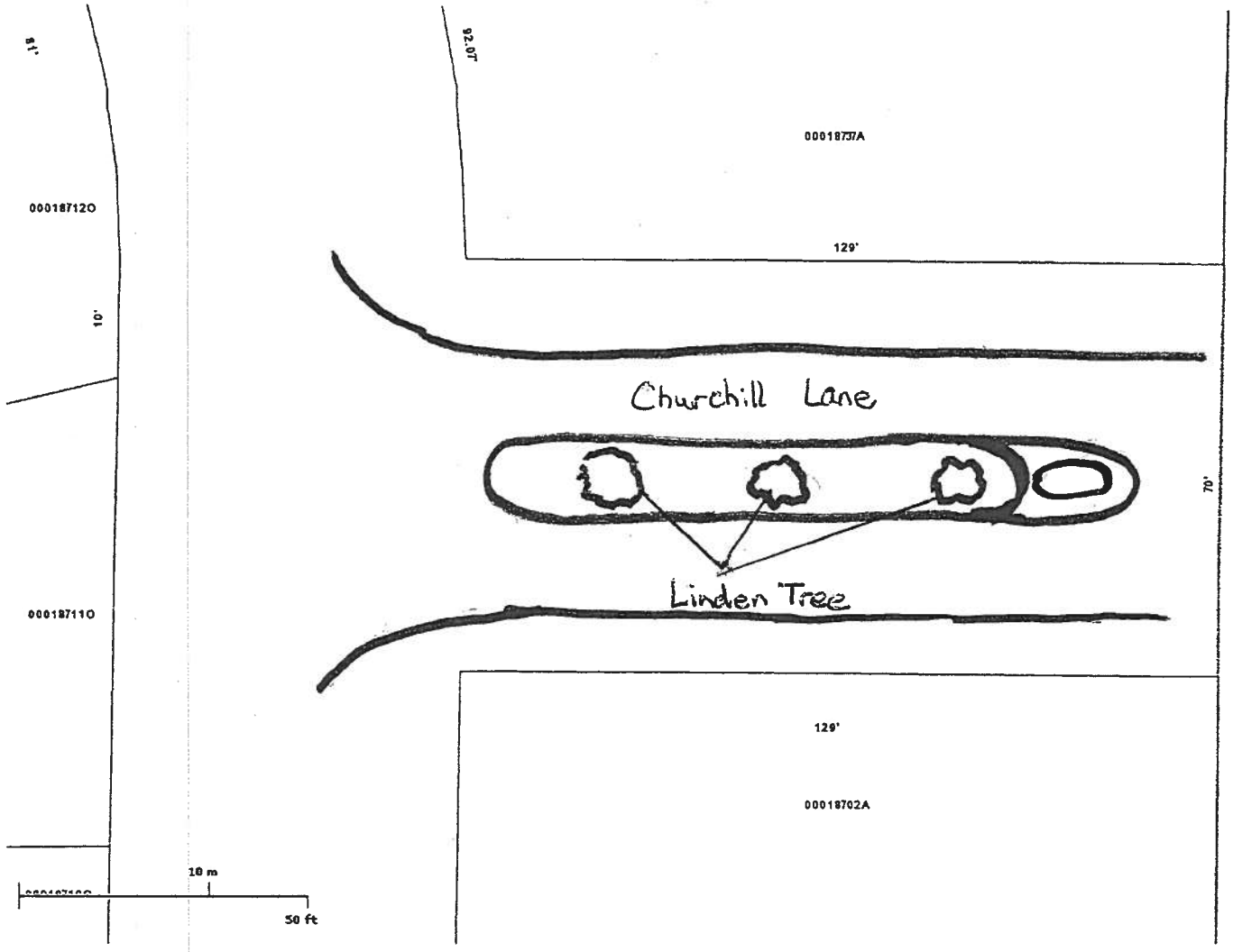
STREET ENHANCEMENT AGREEMENT ON CHURCHILL LN

PORTAGE, MI

DATE
10-17-11

SKETCH
SK1

Attachment B



Churchill Lane Boulevard Streetscape Improvements

PORTAGE
A Place for Opportunities to Grow

web mapping by
Amalgam LLC

1:400

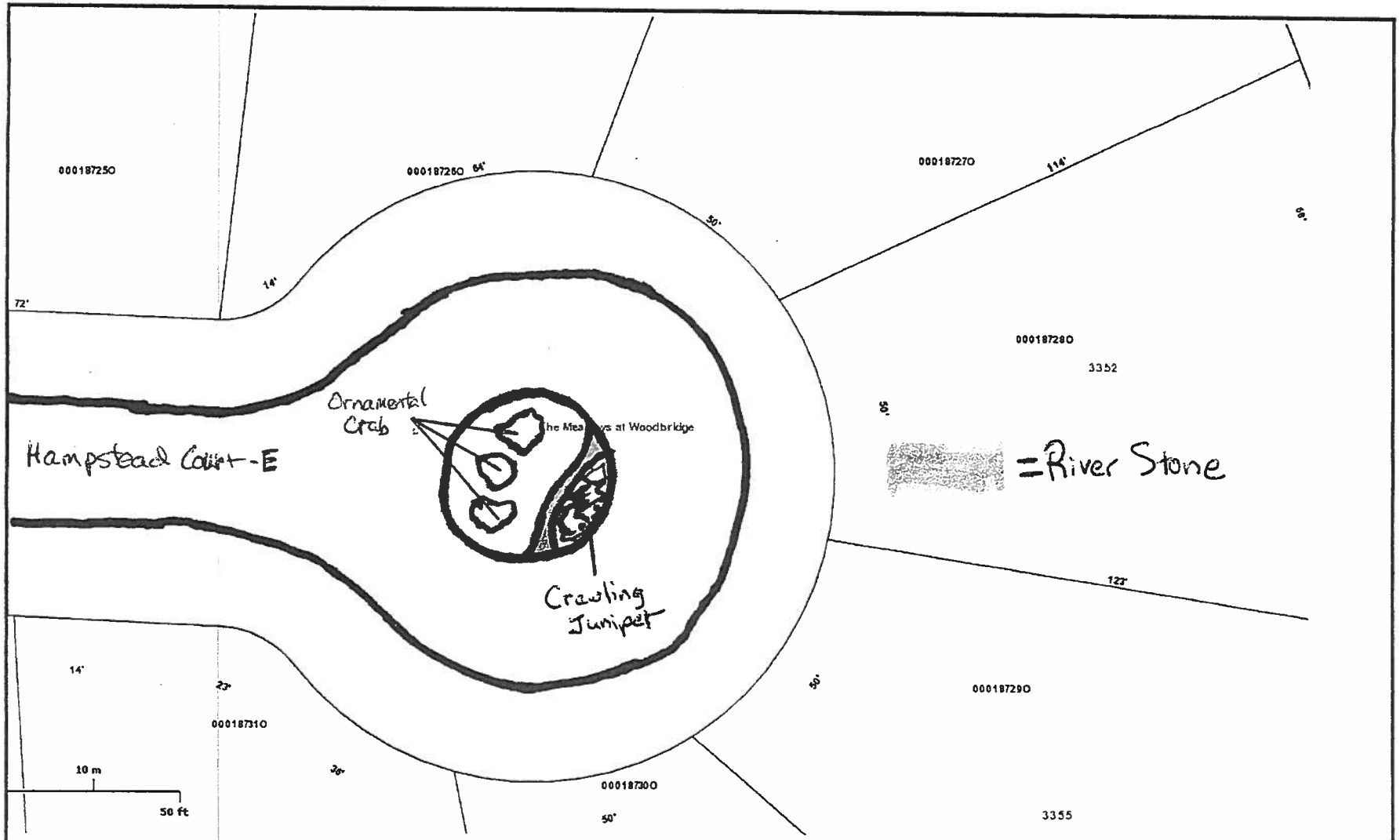
Map Publication:

Wed Apr 18 2012 04:45:47 PM

Disclaimer:

This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

Attachment C



East Hampstead Crt Island Streetscape Enhancement

CITY OF PORTAGE
A Place for Opportunities to Grow
web mapping by Amalgam LLC

1:400

Map Publication:

Wed Apr 18 2012 04:33:27 PM

Disclaimer:

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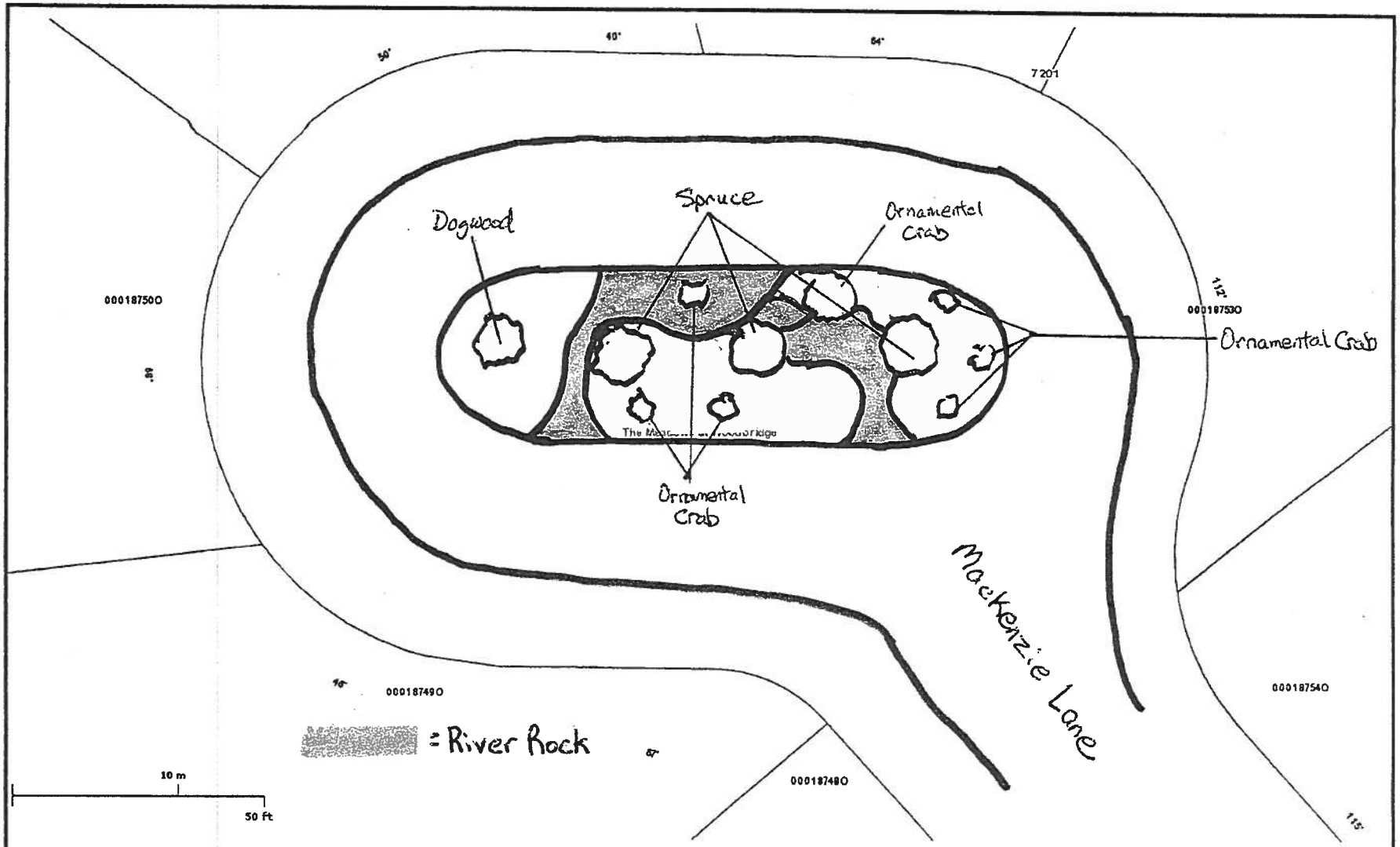
Attachment D



Mackenzie Ln Island Streetscape Enhancements

web mapping by Amalgam LLC

1:400

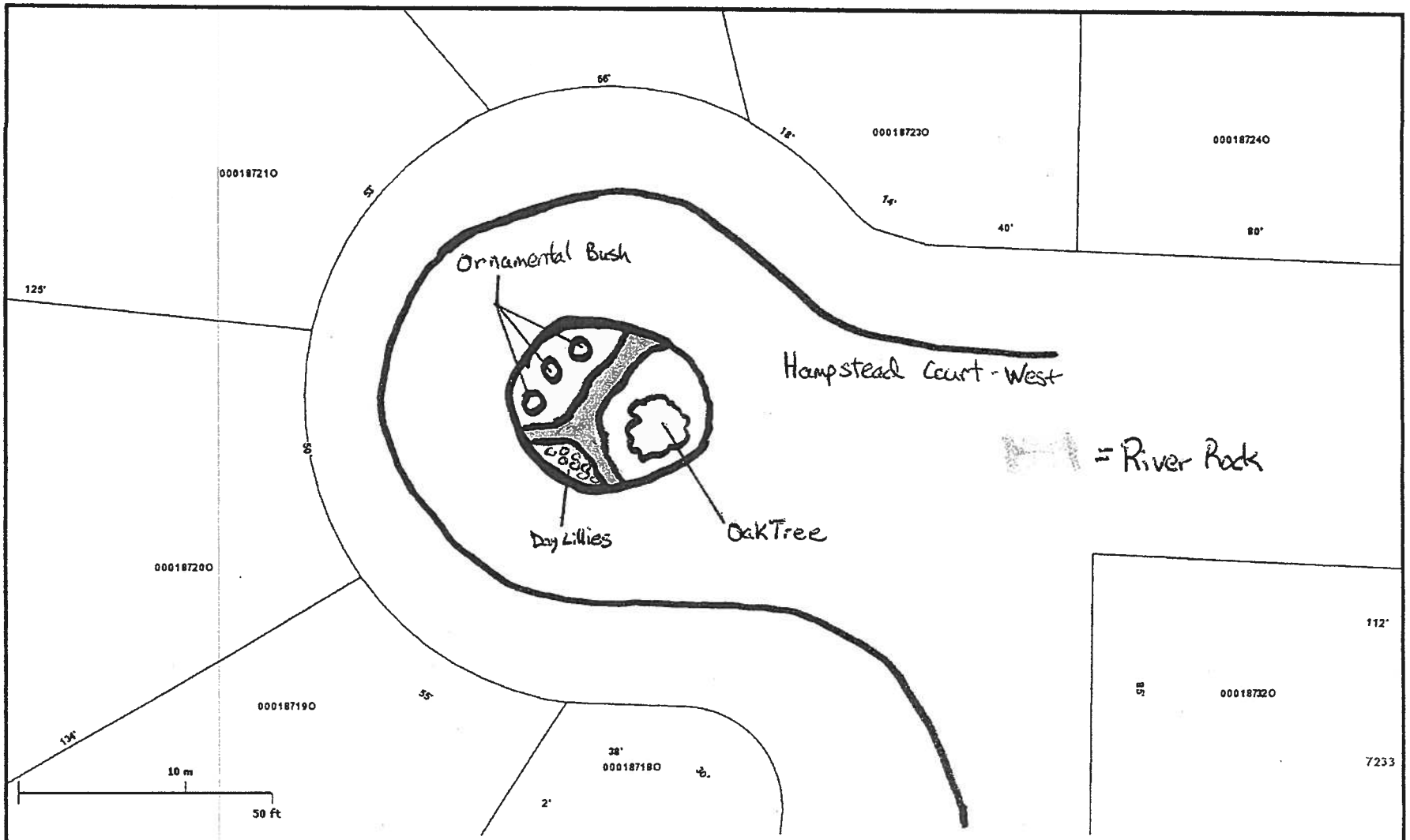
Map Publication:

Wed Apr 18 2012 04:40:24 PM

Disclaimer:

This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

Attachment E



West Hampstead Crt Island Streetscape Enhancements

PORTAGE
A Place for Opportunities to Grow
web mapping by Amalgam LLC

1:400

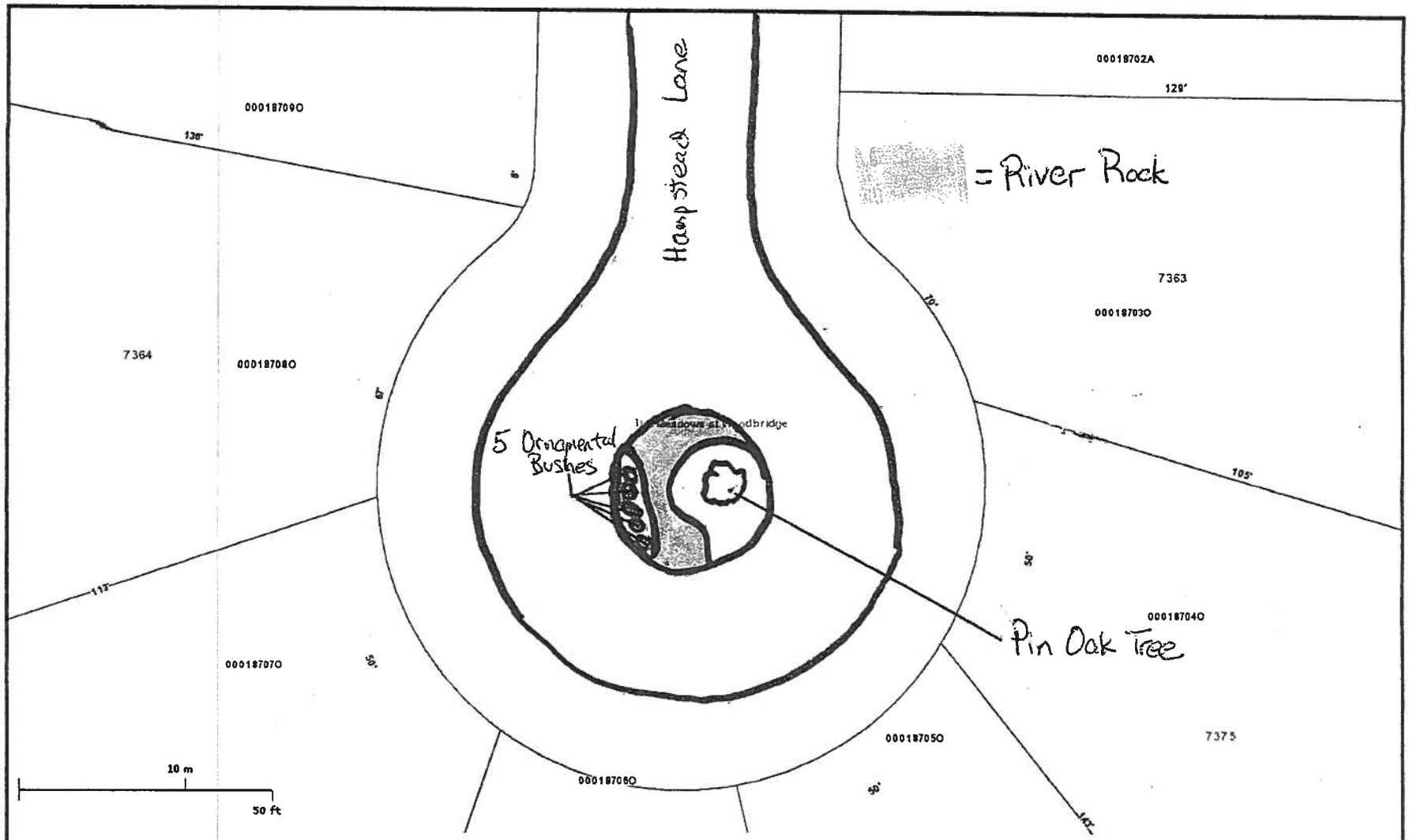
Map Publication:

Wed Apr 18 2012 04:37:38 PM

Disclaimer:

This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

Attachment F



Hampstead Lane Island Streetscape Improvements

PORTAGE
A Place for Opportunities to Grow

web mapping by
Amalgam LLC

1:400

Map Publication:

Wed Apr 18 2012 04:44:45 PM

Disclaimer:

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CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and Council **DATE:** June 20, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: Permit to Conduct a Fireworks Display

ACTION RECOMMENDED: That City Council approve a permit for a proposed fireworks display on July 4, 2012, sponsored by the Portage Rotary Club.

The Portage Rotary Club has submitted an application for a permit to conduct a public fireworks display on July 4, 2012 at McCamley Field. A letter from Portage Rotary requesting favorable consideration of the permit is attached, as well as a letter of support from Portage Public Schools. The public display of fireworks is regulated by Public Act 328 of 1931, the Fireworks Law. The Act provides that municipalities may issue permits for public fireworks displays on a form issued by the State Fire Marshal.

The Act requires that the local governmental unit rule on the competency and qualifications of pyrotechnic operators who propose to conduct a display before the permit is issued. In the City of Portage, the responsibility is designated to the Fire Marshal. Night Magic, Incorporated, a professional pyrotechnic company with a long record of conducting public fireworks displays, including others in the City of Portage, will be conducting the display. Based on requirements set forth in the International Fire Code and applicable NFPA standards, the Fire Marshal has determined that Night Magic, Incorporated, is both competent and qualified.

The Portage Police and Fire departments are coordinating with the Portage Rotary Club to ensure a safe and orderly event. Further, the attached informational letter was sent by the Portage Rotary Club to property owners within one-quarter mile of the launch location of the fireworks about the event.

It is recommended that City Council approve a permit for the proposed public fireworks display sponsored by the Portage Rotary Club.

Attachments

Portage Rotary Club

JUN 2012
RECEIVED
PORTAGE
City Clerk

June 15, 2012

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

Dear Mayor and Council,

This is our formal request for a permit for Portage Rotary to host and hire the vendor, Night Magic Inc., to produce a fireworks celebration on July 4, 2012 at McCamley Field on Portage Public School property. We understand that the City will provide the services of the police and fire departments in cooperation with the event.

Portage Rotary will be providing concessions and some fun family activities during the event with the gates opening up at 6:00 PM that evening. Major contributors from the business community will be recognized for their contribution financially to the cost of the fireworks. The fireworks show will be about 20 minutes in duration and will be set up just south of McCamley Field.

We thank the Portage School system and the City for your continued cooperations and support of this event.

Sincerely,

Elizabeth Campbell
Portage Rotary Club

P.O. Box 55 • Portage, MI 49081

2012

Application for Fireworks Other Than Consumer or Low Impact

Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30642
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

☐ Agricultural or wildlife fireworks ☐ Articles Pyrotechnic ☐ Display Fireworks
☐ Special effects manufactured for outdoor pest control or agricultural purposes ☒ Public Display ☐ Private Display

NAME OF APPLICANT: Elizabeth Campbell	ADDRESS: 10548 Abigail St	AGE (18 or over): 41
IF A CORPORATION, NAME OF PRESIDENT: Portage Rotary Club	ADDRESS: PO Box 55 Portage Mi 49081	
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT:	ADDRESS:	TELEPHONE NUMBER:
NAME OF PYROTECHNIC OPERATOR: John Beebe	ADDRESS: 8600 N 17th St. Kal. Mi 49009	AGE (18 or over): 47
NO. YEARS EXPERIENCE: 12 / NO. DISPLAYS: 60	WHERE: Kalamazoo – Corey Lake – Comstock	
NAME OF ASSISTANT: Greg Reynhout	ADDRESS: 8807 N 17th St. Kal. Mi 49009	AGE: 52
NAME OF OTHER ASSISTANT:	ADDRESS:	AGE:

EXACT LOCATION OF PROPOSED DISPLAY OR USE: PCHS – McCamly Field – Baseball Diamond.

DATE OF PROPOSED DISPLAY OR USE: 7-4-12

TIME OF PROPOSED DISPLAY OR USE: just after dusk (10:00) PM

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

AMOUNT OF BOND OR INSURANCE (To be set by local government): $5,000,000 –

NAME OF BONDING CORPORATION OR INSURANCE COMPANY: Lexington Insurance Company

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY: Britton, Gallagher & Associates; 6240 Som Center Rd Cleveland OH 44139

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED OR USED
359	3 inch displays
14	multi shot boxes 1" to 2½"
(*)	Delivered & set up at site the day of the show.

SIGNATURE OF APPLICANT: Elizabeth Campbell

DATE: 6/15/12

BFS 48 rev. 3/7/12

2012

Permit for Fireworks Other Then Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30642
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Display Fireworks

ISSUED TO: Portage Rotary Club | AGE (18 or over):

ADDRESS: PO Box 55 Portage MI 49081

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION: Portage Rotary Club

ADDRESS:

NUMBER AND TYPES OF FIREWORKS:

359 3 inch displays
14 multi shot boxes 1" to 2½"

EXACT LOCATION OF DISPLAY OR USE: McCamley Field, Portage Michigan

CITY, VILLAGE, TOWNSHIP: Portage MI | DATE: 6/14/12 | TIME:

BOND OR INSURANCE FILED ☐ YES ☐ NO | AMOUNT:

Issued by action of the Legislative Body of a

☐ City ☐ Village ☐ Township of _____ on the _____ day of

_____
(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID FOR THE YEAR SHOWN ONLY

BFS 49c

2012

Permit for Fireworks Other Then Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30642
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Public Display

ISSUED TO: Portage Rotary Club — AGE (18 or over):

ADDRESS: PO Box 55 Portage MI 49081

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION: Portage Rotary Club

ADDRESS:

NUMBER AND TYPES OF FIREWORKS:

359 3 inch displays

14 multi shot boxes 1" to 2½"

EXACT LOCATION OF DISPLAY OR USE: McCamley Field, Portage Michigan

CITY, VILLAGE, TOWNSHIP: Portage MI — DATE: 6/19/12 — TIME:

BOND OR INSURANCE FILED ☐ YES ☐ NO — AMOUNT:

Issued by action of the Legislative Body of a

☐ City ☐ Village ☐ Township of _____ on the _____ day of

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID FOR THE YEAR SHOWN ONLY

BFS 49e

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

CONTACT NAME:
PHONE (A/C, No, Ext): 440-248-4711
FAX (A/C, No): 440-544-1234
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Co	
INSURER B : Granite State Insurance Co.	
INSURER C : Maxum Indemnity Company	26743
INSURER D : Liberty Mutual Insurance Co	25035
INSURER E :	
INSURER F :	

INSURED
Night Magic Displays
P.O. Box 294
Kingsbury IN 46345

COVERAGES **CERTIFICATE NUMBER:** 646392448 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			1619303-04	2/4/2012	2/4/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			CA93487734	2/4/2012	2/4/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			EXC6018232	2/4/2012	2/4/2013	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		WC734S311836	3/12/2012	3/12/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Portage, its agents, employees & elected officials, Portage Public Schools and Portage Rotary Club are named as additional insured with respect to the fireworks display on July 4, 2012 in Portage MI.

CERTIFICATE HOLDER

City of Portage
Portage Public Schools
8111 S. Westnedge
Portage MI 49002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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June 18, 2012

Dear Resident of Portage

Greetings:

Portage Rotary is planning a public fireworks show to be held the evening of July 4, 2012, beginning just after dark, at McCamley Field located at Portage Central High School. The fireworks display will be conducted by a licensed professional pyrotechnic operator contracted by Portage Rotary.

In an effort to promote positive neighbor relations, Portage Rotary is notifying you of this community event. Records provided by the City of Portage indicated that you are the owner of a property located within one-quarter mile of this site. It is anticipated that the Portage City Council will review and consider granting a permit to conduct a fireworks display at the June 26, 2012 City Council meeting. As a neighbor, if you have any formal comments regarding the proposed fireworks display, they can be provided at the June 26th City Council Meeting or in writing to:

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

If you have questions about the proposed fireworks display, please contact Rotarian Elizabeth Campbell at 369-377-7911. The Portage Rotary hopes you will enjoy the fireworks display and thanks you in advance for your support of this patriotic community event.

Sincerely,

Portage Rotary Club

C: Portage City Clerk

Portage Public Schools
THE FUTURE LEARNS HERE

Karla Colestock
Business Manager

Voice (269) 323-5186
Fax (269)323-5189
kcolestock@portageps.org

June 18, 2012

RECEIVED
JUN 19 2012
CITY MANAGER'S OFFICE
PORTAGE, MI

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

Dear Maurice:

Per a request of Mrs. Elizabeth Campbell, I'm sending you this letter to confirm that Portage Public Schools has granted permission for the Portage Rotary Club to use McCamley Stadium for the community fireworks program on July 4, 2012.

The administration recommended this activity be approved as part of the PPS Regulation 1466 – Use of McCamley Field. As part of this approval, the district will require the Portage Rotary Club to name Portage Public Schools as an additional insured on their liability policy. In addition, the Rotary Club will be responsible for all clean up costs associated with this event.

We look forward to the continuation of this important community event, especially during these difficult economic times when many communities are eliminating or scaling back celebrations. Should you have any questions on this letter, please feel free to contact me directly at 323-5186.

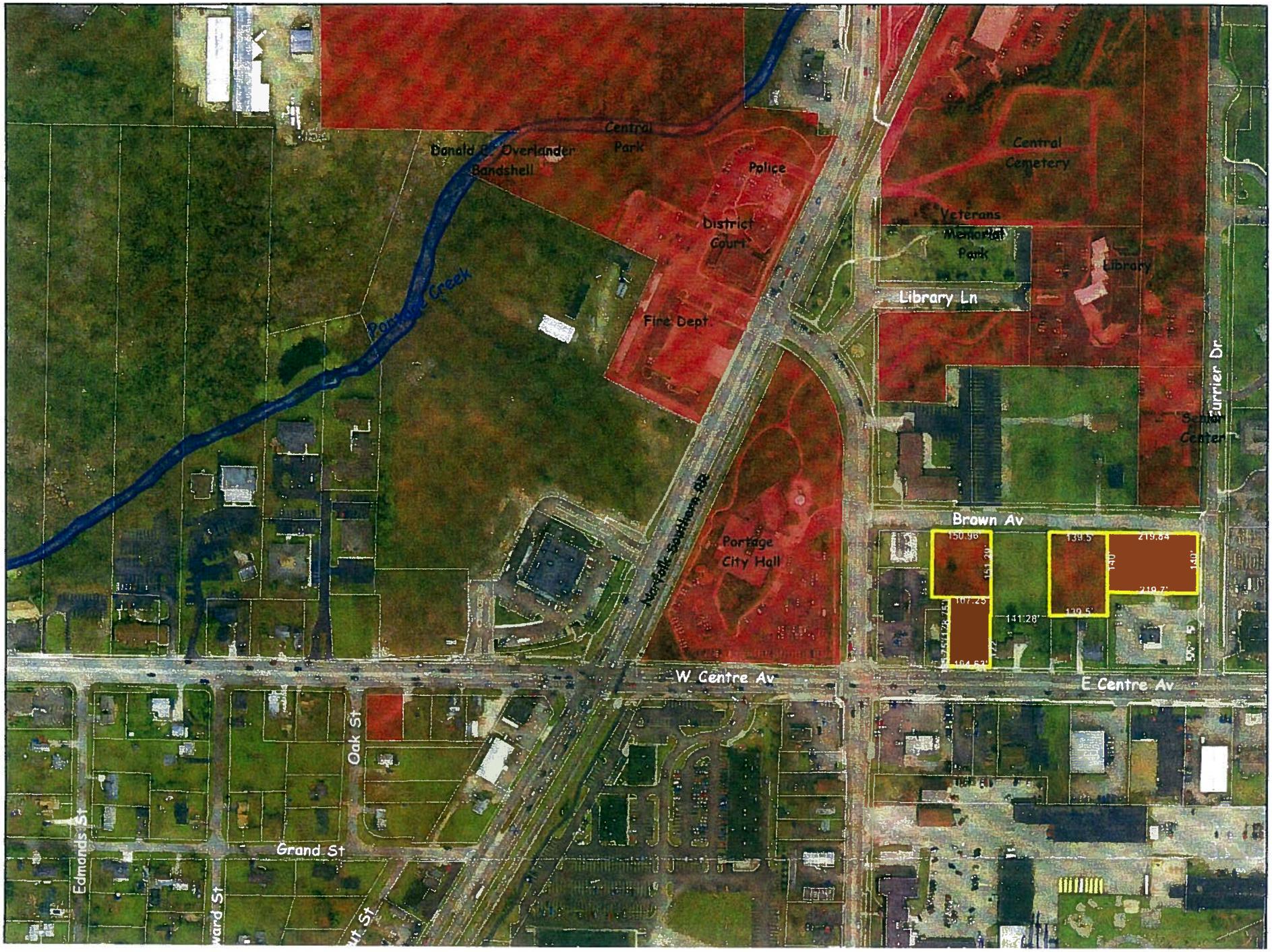
Sincerely,

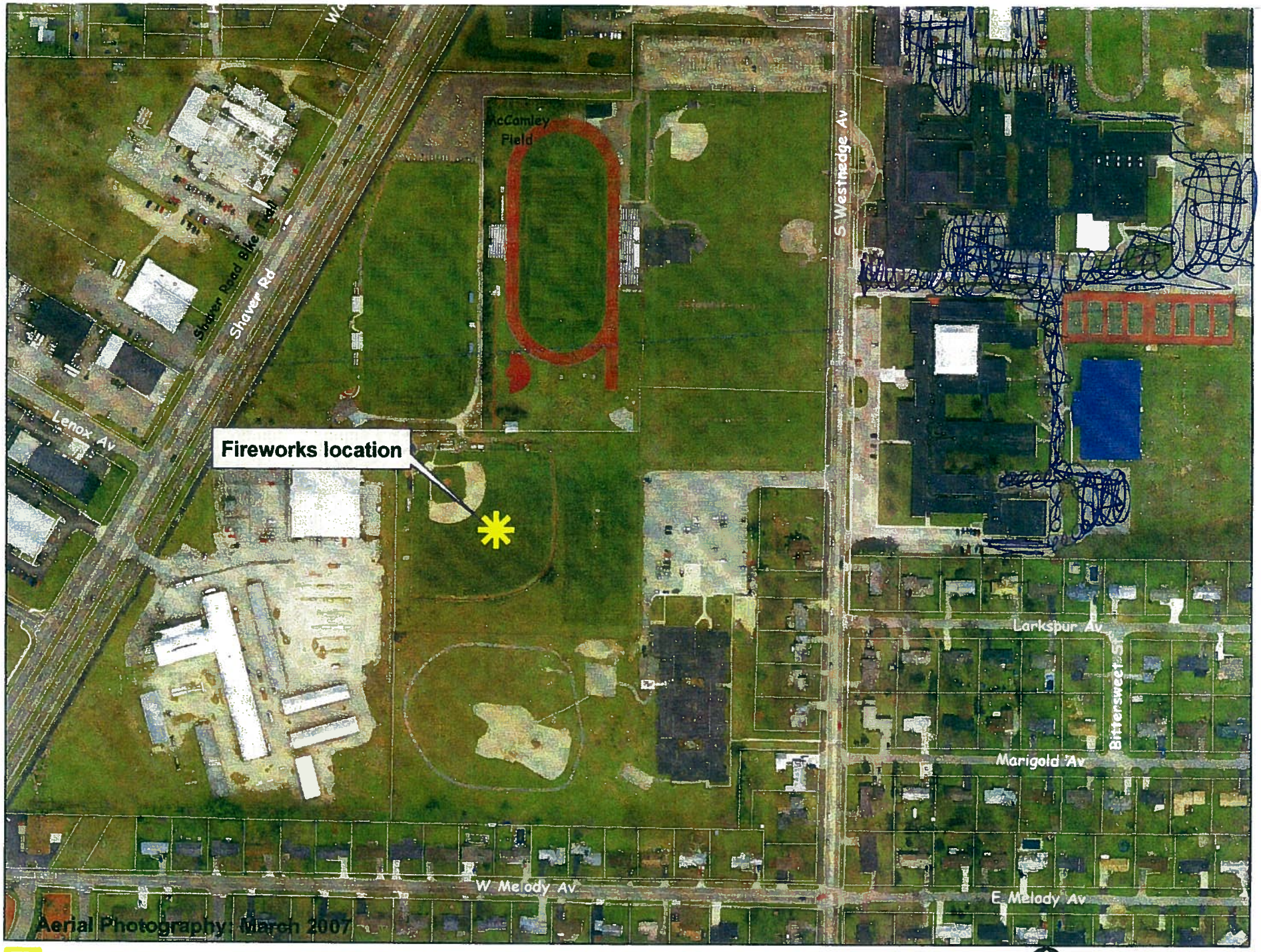
Karla Colestock

Karla Colestock
Business Manager

C: Mrs. Elizabeth Campbell
Dr. Richard Perry, Superintendent

Overflow Parking Areas on City Property





Unimproved City Property

City Property

6/12/2009 8:19 AM

R:\GISADMIN\karl\projects\manager\city_centre_parking.mxd

1 inch = 300 feet

CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and City Council **DATE:** June 21, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: Police Uniform Cleaning Contract Extension

ACTION RECOMMENDED: That City Council extend the contract with Kal Clean, Inc., dba Paris Cleaners, for police uniform cleaning through December 31, 2012, in the approximate amount of $8,000 and authorize the City Manager to execute all documents related to this matter on behalf of the city.

The city has contracted with Kal Clean, Inc. (dba Paris Cleaners) for the provision of police uniform cleaning since June 2008. The final extension of the contract will expire in June 2012.

Kal Clean, Inc. has offered to extend the current police uniform cleaning service contract through December 31, 2012 with no increase in cost. This contract extension will align the uniform cleaning contract expiration dates with the City of Kalamazoo and the County of Kalamazoo, providing the opportunity for collaborative bidding of this service after that time.

Kal Clean, Inc. has provided satisfactory service with no identifiable problems during the length of this contract. It is anticipated that the cost for the extended contract period will be approximately $8,000. Funds have been budgeted for this service. It is recommended that City Council approve extending the current contract with Kal Clean, Inc. through December 31, 2012 and authorize the City Manager to execute all documents related to the contract extension.

CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and City Council **DATE:** June 14, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: May 2012 Summary Environmental Activity Report – Information Only

Attached please find the May 2012 Summary Environmental Activity Report from Department of Transportation & Utilities Director, W. Christopher Barnes. New material, or material of specific interest to City Council is presented in italics.

These items serve to update the Council on environmental affairs.

c: W. Christopher Barnes, Director of Transportation & Utilities
Planning Commission
Portage Environmental Board

CITY OF PORTAGE **COMMUNICATION**

TO: Maurice S. Evans, City Manager **DATE:** June 14, 2012

FROM: W. Christopher Barnes, Director of Transportation & Utilities

SUBJECT: May 2012 Environmental Activity Report – Information Only

In keeping with goals and objectives adopted by the Council emphasizing the need to enhance environmental quality and protect natural resources, the following information is intended to keep the Council, Planning Commission and Environmental Board apprised of current environmental issues.

Important environmental issues being monitored and coordinated by the Administration are attached. The Summary Environmental Activity Report will continue to be provided on a monthly basis to the Council, Planning Commission and Environmental Board.

Attachment

SUMMARY ENVIRONMENTAL ACTIVITY REPORT
May 2012 (*updates in italics*)

Project/Activity	**Description**	**Status**
Portage City Landfill	Ongoing groundwater monitoring of former municipal landfill.	-City Council awarded a 3 year contract to American Hydrogeologic Corporation on February 23, 2010 to perform annual groundwater sampling. The site groundwater data will continue to be monitored to confirm continuation of the natural attenuation process. Sampling shows continued improvement in groundwater quality. Sampling completed in April 2010. Annual report submitted to MDNRE in June 2010. General groundwater quality continues to improve, but site will require monitoring for the foreseeable future. 2011 sampling completed in March. 2011 annual report submitted to MDEQ, with moderate groundwater quality improvements. *Investigation into methane gas presence in the groundwater is underway. First round of sampling completed in April 2012. Second round of sampling scheduled for June 2012. Initial results indicate no off-site impact.*
Site Inspection/Development Project Review	Review of existing business & industries and review of proposed business and industrial development projects for environmental protection purposes and/or building plans completed.	-Coordination with property owners and City or State agencies ongoing. *-Review of 7 site/building plans and/or plats completed in May 2012.*
Sewer Connection Program	Groundwater protection program requiring residential/business hookup to the sanitary sewer where available.	*-Sanitary sewer hookup permits issued in May 2012: 3 residential; 1 commercial. One connection made as part of the Mandatory Sewer Connection Program.*
West Lake Management Program	Special assessment district designed to maintain/improve lake conditions.	-Five Year Lake Management Assessment District process was approved by City Council on March 23, 2010. Construction began on the Austin Dam reconstruction in December 2006 and new structure completed in March 2007. Filtration system construction was substantially completed in July 2008. The 2011 lake survey and treatment preparations are complete. Additional areas requested by the Association for treatment. Amendment to the 2011 Treatment Program approved by City Council on August 9, 2011. *The 2011 program is complete. Lake Association has completed 2012 plan and scheduling for lake treatment in May 2012.*
Retention Basin Sampling Program (Groundwater Elevation)	Investigation regarding potential impact of retention basins on groundwater levels.	-Historical monitoring continues to show minor impacts at most basins. From 1993 through 2009 the monitoring program showed stable groundwater impacts due to stormwater infiltration. Alternative road salt practices continue to be

		considered and evaluated. On March 23, 2010, City Council awarded a four-year contract to Wightman Environmental. Program will focus primarily on groundwater level information. Sampling of retention basins was completed on June 25, 2010. The 2010 year report received in January 2011. The 2011 results show declining groundwater levels throughout the city. The 2011 annual report received and under review. Groundwater results show that general groundwater table on the east side of Portage has risen approximately one foot in 2011 and is generally at levels seen in 2009. *Groundwater levels, especially on the east side of Portage, continued to be one foot higher than 2011.*
Wellhead Protection Program (WHPP)	Development of program to protect City well fields and surrounding area from contamination resulting from improper land use.	-Wellhead Protection Grant award received from MDEQ on August 30, 1999 and Council accepted the grant on October 5, 1999. Council also awarded contract to Earth Tech to complete WHPP. Earth Tech completed the final wellhead protection plan and MDEQ submittal was made on October 14, 2000. Plan was reviewed by MDEQ with written approval received in March, 2001. Staff has met internally to discuss the future needs to update the plan pending grant opportunities. Plan implementation is ongoing.
Leaf Compost Monitoring Program	Monitoring and analysis of groundwater at the new Oakland Drive Leaf Compost site.	-City Council awarded contract on August 21, 2001 to Soil & Materials Engineers for monitoring and analysis of groundwater impact of the new compost operation. Drilling was completed in October 2001 and first sampling cycle was completed in February 2002. Semi annual sampling was performed from 2002 to 2009 in June and January. Sampling and analysis results continue to show no groundwater impacts from the leaf composting. Sampling schedule was reduced to annual sampling in 2009 with results showing continued minor impact on groundwater quality. The 2010 report was received with results showing minimal impact on groundwater. Annual sampling completed in June 2011 minimal impacts noted. *Next sampling scheduled for June 2012.*
National Pollution Discharge Elimination System (NPDES) permit implementation	Five year plan to implement the current NPDES stormwater permit.	-Received NPDES general permit on August 15, 2001. Renewal Application submission was made to MDEQ on March 7, 2003. New permit received in 2004 mandates involvement in several county watershed groups. City staff completed the submission of a Stormwater Pollution Prevention Initiative (SWIPPI) as required by NPDES permit. SWIPPI submitted on October 21, 2005. New certificate of coverage permit was issued by MDEQ on September 30, 2009. New permit covers a 5 year timeframe with first work item (updating the Public Participation Plan) due December 11, 2009. Plan update completed with other local governments and submitted November 24, 2009. Staff completed an updated SWIPPI submittal to MDNRE. SWIPPI was submitted for MDNRE approval on June 25, 2010. Permit implementation is ongoing. Received a notice from MDNRE rescinding the 2008 permit due to a recent court case ruling. MDNRE reinstated the 2003 permit for implementation. Information on new

		permit requirement was received February 2011. *MDNRE expected to issue new permit in 2014.* City staff presented public information with other local agencies at the 2011 Home Expo on March 9-12, 2011. Tour of Liberty Park Stormwater treatment was held September 6, 2011 for the Southwest Michigan Soil Control Association. 2010-11 annual report was submitted on January 20, 2012. Implementation is ongoing. *Stormwater informational talk was given to Pfizer, Inc., employees on April 28, 2012.*
National Pollution Discharge Elimination System (NPDES) permit implementation	Kalamazoo River Mainstem Watershed Management Plan	-First meeting was held September 17, 2004. Proposals for completing the watershed plan were received by Kalamazoo County on September 15, 2005 and a contract awarded to Kieser & Associates in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. Review comments received from MDEQ and revised watershed plan due in December 2006. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Kalamazoo River Water Festival was held on August 14, 2010 with City of Portage participation. Preliminary grant request submitted September 16, 2010 for West Fork of Portage Creek storm water enhancements. Complete grant application was submitted on October 25, 2010. Notice received July 18, 2011 that grant application was not awarded. Kalamazoo River Watershed council completed a watershed update in November, 2011. *No new developments.*
	Portage River Watershed Management Plan	-Public participation plan submitted June 28, 2004. Proposals for a Watershed Management Plan were received by the Kalamazoo County Road Commission and a contract awarded to the Kalamazoo County Conservation Service in November 2005. Draft watershed plan submitted to MDEQ on December 30, 2005. Follow-up meetings are held monthly to facilitate an implementation schedule. Portage River Watershed public meeting held in Vicksburg on April 11, 2006. Review comments received from MDEQ and revised watershed plan due November 2006. Revised Watershed Plan submitted November 30, 2006, follow up meetings to be held as necessary. A letter not to revise the Watershed Plan was submitted to the MDEQ on March 17, 2008. Public participation plan update submitted to MDEQ on November 24, 2009. Based upon MDEQ comments, the plan was revised and resubmitted on December 21, 2009. Interest has been raised by local conservation groups to update the current Watershed Plan using grant funds. Meeting held on May 9, 2011 among stakeholders to determine interest in updating the current water shed plan. Second meeting held on June 20, 2011, and grant application submitted by Kalamazoo and Calhoun County Conservation District to update the Watershed Plan. Grant outcome pending.

	Plan to implement and maintain an Illicit Discharge Elimination Program (IDEP).	-On October 21, 2001, City Council awarded a contract to Fishbeck, Thompson, Carr and Huber for the Portage Creek element of the IDEP, which was completed in July 2002. On February 19, 2002, City Council approved a new ordinance as required by the NPDES permit titled "Storm Water Illicit Discharges and Connections". On April 28, 2004, City Council accepted a grant from the State of Michigan in the amount of $152,264 and awarded a contract to Fishbeck, Thompson, Carr and Huber in the amount of $184,264 for the remainder of the IDEP for the entire city. Program implementation is ongoing as funding allows. Continued outfall sampling is required by permit and will be budgeted accordingly. IDEP program was updated for submittal to MDNRE on June 25, 2010, and part of the SWIPPI. *Implementation is ongoing.*
	Storm Sewer Outfall Testing	On March 23, 2011 City Council awarded a four year contract to Wightman Environmental to perform testing of (selected storm sewers). surface water discharges. This work is required as part of the NPDES permit. 2011 annual report received with minor surface water impacts from the Woodland Avenue discharge. Testing will continue annually and is reported to MDEQ.
Garden Lane Arsenic Removal Facility	Construction of a water treatment facility at the Garden Lane Wellfield to remove arsenic, iron and manganese from the groundwater.	-City Council approved an agreement with Fishbeck, Thompson, Carr & Huber, Inc. on January 10, 2006 to prepare a feasibility study to meet new USEPA arsenic standards for drinking water. Feasibility study completed in August 2006. Engineering proposals for the project were received August 14, 2007. Project engineering awarded to Earth Tech by City Council on September 11, 2007. Contract awarded by City Council on December16, 2008 to Adams Building Contractors, Inc., Jackson, Michigan. Preconstruction meeting was held January 29, 2009. Facility is in operation with ribbon cutting held August 2, 2010. City staff gave a presentation on August 9, 2010 to the Michigan Chapter of the American Water Works Association about the arsenic removal of the facility. The facility is producing approximately one million gallons of water per day. Staff conducted a tour of the facility on April 27, 2011 to the local Chapter of the National Society of Professional Engineers. Facility is in regular operation. *Plant tour for Stryker Engineering group is scheduled for June 2012. City Staff in conjunction with the Environmental Board is working on a substainable native planting landscape design for the facility. Installation is planned for the Fall 2012.*
Environmental Incident/Spill Clean Up Notification	Environmental Protection Program to assist Portage Police/Fire Departments with spill containment and spill cleanup.	*-The number of environmental incident/spill investigations performed in April 2012 – 0. Number of environmental cleanups in May – 0.* Emergency spill response contract for 2012-13 with Terra Contracting is in place.

Hampton Wetland Area Water Level	Assistance with the Inverness Condominium Association to Review Surface Water Levels	-Ongoing assistance with the Condominium Association to develop appropriate measures to regulate the rising water level in Hampton Wetlands Area located on the north side of West Centre Avenue and east of Angling Road. Met with MDNRE staff to determine feasible method to lower water levels. Association currently working with MDNRE permit staff on February 26, 2010 to clarify permit requirements. Lower groundwater table elevation has reduced the concerns from the Condominium Association. Conference call with MDNRE held on December 8, 2010 to discuss permit submission updates. Condo Association discussing project with other property owners for support. Association submitted a letter to City Administration asking that the city consider the Wetland Water Level Regulation a municipal project. On March 22, 2011, city staff response recommending the Association consider governmental lake board. The Association is considering next steps. No new developments.
Southwest Michigan Regional Sustainability Covenant	Collaborative effort with local government, academic, and other stakeholders to lead toward environmental, economic and social sustainability.	-On May 12, 2009, City Council approved the Southwest Michigan Regional Sustainability Covenant. A sustainability work session was held April 14, 2010, to review elements of the covenant in cooperation with the City of Kalamazoo and the City of Battle Creek. A grant application was made to MDNRE for a greenhouse gas inventory study of the area. Notice received July 15, 2010 that the grant application was not successful. City staff attended a September 10, 2010 meeting in Grand Rapids to discuss sustainable economic, environment, and society programs. No new developments.

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CITY OF PORTAGE **COMMUNICATION**

TO: Honorable Mayor and City Council **DATE:** June 19, 2012

FROM: Maurice S. Evans, City Manager

SUBJECT: City Council Best Practices on Formation of City Council Committees and Responsibilities

The attached documents are provided as part of the discussion from the regular meetings of City Council on April 10, 2012 and June 12, 2012 as well as the Special Meeting facilitated by David Wheatley of Humanergy on May 31, 2012.

The first attachment is a draft of the *City Council Best Practices on Formation of City Council Committees and Responsibilities* as authored by the City Administration with two additional suggestions incorporated from City Attorney Brown (denoted in red). The second attachment is a draft of the same document with suggested edits from Mayor Pro Tem Claudette Reid as supplied at the June 12, 2012 City Council meeting. The final attachment is third draft of the document with suggested revisions from Councilmember Jim Pearson also provided at the June 12 meeting.

The three versions of the *City Council Best Practices on Formation of City Council Committees and Responsibilities* with their denoted alterations are provided for City Council review and discussion.

Attachments:

1. *City Council Best Practices on Formation of City Council Committees and Responsibilities* (City Manager Maurice Evans/City Attorney Randy Brown)

2. *City Council Guidelines on Formation and Process of Ad-Hoc Task Groups of the City Council* (Mayor Pro Tem Claudette Reid)

3. *City Council Best Practices on Formation of City Council Committees and Responsibilities* (Councilmember Jim Pearson)

DRAFT

CITY COUNCIL BEST PRACTICES ON FORMATION OF CITY COUNCIL COMMITTEES AND RESPONSIBILITIES

Each year, as part of the City Council Goal Setting Session, the City Council identifies several issues to address in the coming year. The issues are then assigned to Advisory Committees (Committees) of the City Council, along with specific charges and areas of study, and indicated on the Council Report Card. Following the formation of the Committees, Councilmembers are asked to provide the Mayor with their preferences concerning Committee(s) on which they would like to serve. Appointments and Chairperson assignments to the Committees, based on Councilmember preferences, are then confirmed by the City Council. Subsequently, the City Manager will appoint a city staff liaison to each Committee, who must attend all meetings of the assigned Committee(s).

Section 4.6(n) of the City Charter states, *"There shall be no standing committees of the Council."* The above noted Committees are formed and approved each year by the City Council as a whole and therefore are not *standing* committees.

The Committee Chairperson must notify the Office of the City Clerk a minimum of one business day in advance of the date of all Committee meetings to ensure the posting of the appropriate public meeting notice. Committee meetings must take place in Portage City Hall. Notes from each meeting must be taken and submitted to the Office of the City Clerk for inclusion in the agenda packet of the next City Council meeting.

The following apply to all Committees of the City Council:

- Committees must consist of three members or less so as not to comprise a quorum of the City Council.

- Committees are advisory components of the City Council. Committees will not be empowered to make final decisions on any governmental policy, nor any matter involving the expenditure of city funds, resources and/or the use of city staff. City Council retains the ultimate authority to make all decisions regarding action / activities recommended to the City Council by a Committee.

- The formation of a Committee and the specific charges and areas of study given to the Committee for its work must be precisely stated by the City Council.

- No more than one Committee may be created to make a recommendation concerning a particular topic.

- If a Committee desires to alter its assigned charges and areas of study, a written request must be submitted to the City Council as a whole for review and consideration.

- **Committee reports must be received by City Council by motion.**

- **All final recommendations provided by a City Council Committee must be formally acted upon by City Council by motion to accept, reject or modify.**

Mayor Pro Tem
Claudette Reid

DRAFT

CITY COUNCIL ~~BEST PRACTICES~~ GUIDELINES ON FORMATION AND PROCESS OF-AD-HOC TASK GROUPS OF THE CITY COUNCIL ~~COMMITTEES AND RESPONSIBILITIES~~

Each year, as part of the City Council Goal Setting Session, the City Council identifies several issues to address in the coming year. The issues are **discussed to clarify the focus and intent of each, and how they are best addressed; for example an issue might be addressed by a working committee of the whole, delegated to a citizen advisory committee for recommendations, delegated to staff for a report and recommendation or delegated to a working sub-group of the City Council to research and make recommendations to the entire Council.**

Issues which are felt to be best addressed by a working sub-group of the Council are the basis of the establishment of Ad-Hoc Task Groups for that ~~then assigned to Advisory Committees (Committees) of the City Council, along~~**year along** with specific charges and areas of study~~, and indicated on the Council Report Card~~.

Following the formation of the **Task Groups**~~Committees~~, Councilmembers are asked to provide the Mayor with their preferences concerning ~~Committee~~**Task Groups**(s) on which they would like to serve. **The Mayor makes the assignments to the Task Groups and** ~~choses~~**chooses the Chairperson of each.**

~~Appointments and Chairperson assignments to the Committees, based on Councilmember preferences, are then~~**The assignme**~~em~~**nts are confirmed by the Council at the following Council meeting.** ~~confirmed by the City Council~~. Subsequently, the City Manager will appoint a city staff liaison to each **Task Group**~~Committee~~, who must attend all meetings of the assigned **Task Group**~~Committee~~(s).

The annual Ad-Hoc Task Groups and their specific chargers and areas of study, Council members and staff liaison is summarized on the Council Report Card, which is updated quarterly to identify activities and progress towards meeting the charges identified. The most current Council Report Card will be published on the City Website.

Section 4.6(n) of the City Charter states, *"There shall be no standing committees of the Council."* The above noted **Task Groups** ~~Committees~~ are formed and approved each year by the City Council as a whole and therefore are not *standing* committees.

While there is some question whether or not the Task Groups as structured should be subject to the requirements of the Open Meetings Act or not, the Council, following the recommendation of our City Attorney, had decided to function as if they are covered by the Open Meetings act.

The **Task Group** ~~Committee~~ Chairperson must notify the Office of the City Clerk a minimum of one business day in advance of the date of all **Task Group** ~~Committee~~ meetings to ensure the posting of the ~~appropriate~~ public meeting notice **at least 18 hours prior to the meeting**.

Task Groups ~~Committee~~ meetings ~~must~~ **will** generally take place in Portage City Hall. **If there is a need to meet at an alternate location the Chairperson should provide the Office of the**

DRAFT

CITY COUNCIL ~~BEST PRACTICES~~ GUIDELINES ON FORMATION AND PROCESS OF-AD-HOC TASK GROUPS OF THE CITY COUNCIL ~~COMMITTEES AND RESPONSIBILITIES~~

City Clerk with a rationale for the alternate location along with the meeting notification. Alternate locations must be public places that are accessible under the Americans with Disabilities Act.

Notes from each meeting must be taken and submitted to the Office of the City Clerk**. This documentation, along with any discussion and action taken at a Council meeting, will be the basis of the quarterly updates to the Council Report Card.**

The Chairperson of the Task Group will provide a brief verbal report to the Council at the meeting following a Task Group meeting. If there is to be any formal action to be taken by the Council based on the work of a Task Group, this should be identified as a New Business item on the Council Agenda with a written motion and supporting justification report included in the Council Meeting Packet. ~~for inclusion in the agenda packet of the next City Council meeting[CSR1]~~.

The following apply to all **Task Groups** ~~Committees~~ of the City Council:

1. **Task Groups** ~~Committees~~ must consist of **two or** three **council**members ~~or less~~ so as not to comprise a quorum of the City Council.

2. **Task Groups** ~~Committees~~ are advisory components of the City Council. **Task Groups** ~~Committees~~ will not be empowered to make final decisions on any governmental policy, nor any matter involving the expenditure of city funds, resources and/or the use of city staff. City Council retains the ultimate authority to make all decisions regarding action / activities recommended to the City Council by a **Task Group**~~Committee~~.

3. The formation of a **Task Group** ~~Committee~~ and the specific charges and areas of study given to the **Task Group** ~~Committee~~ for its work must be precisely stated by the City Council.

4. No more than one **Task Group** ~~Committee~~ may be created to make a recommendation concerning a particular topic[CSR2].

5. If a **Task Group** ~~Committee~~ desires to alter its assigned charges and areas of study, a written request must be submitted to the City Council as a whole for review and consideration[CSR3].

Councilmember
Jim Pearson

DRAFT

CITY COUNCIL BEST PRACTICES ON FORMATION OF CITY COUNCIL COMMITTEES AND RESPONSIBILITIES

Each year, as part of the City Council Goal Setting Session, the City Council identifies several issues to address in the coming year. The issues are then assigned to Advisory Committees (Committees) of the City Council, along with specific charges and areas of study, and indicated on the Council Report Card. Following the formation of the Committees, Councilmembers are asked to provide the Mayor with their preferences concerning Committee(s) on which they would like to serve. Appointments and Chairperson assignments to the Committees, based on Councilmember preferences, are then confirmed by the City Council. Subsequently, the City Manager will appoint a city staff liaison to each Committee, who **normally**~~must~~ attend**s** all meetings of the assigned Committee(s).

Section 4.6(n) of the City Charter states, *"There shall be no standing committees of the Council."* The above noted Committees are formed and approved each year by the City Council as a whole and therefore are not *standing* committees.

The Committee Chairperson must notify the Office of the City Clerk a minimum of one business day in advance of the date of all Committee meetings to ensure the posting of the appropriate public meeting notice. Committee meetings must take place in **a publicly available location**~~Portage City Hall~~. Notes from each meeting must be taken and submitted to the Office of the City Clerk for inclusion in the agenda packet of the next City Council meeting. **Oral reports are acceptable for meetings without formal recommendations.**

The following apply to all Committees of the City Council:

- Committees must consist of three members or less so as not to comprise a quorum of the City Council.

- Committees are advisory components of the City Council. Committees will not be empowered to make final decisions on any governmental policy, nor any matter involving the **significant** expenditure of city funds, resources and/or the use of city staff. City Council retains the ultimate authority to make all decisions regarding action / activities recommended to the City Council by a Committee.

- The formation of a Committee and the specific charges and areas of study given to the Committee for its work must be **concisely**~~precisely~~ stated by the City Council.

- No more than one Committee may be created to make a recommendation concerning a particular topic.

- If a Committee desires to alter its assigned charges and areas of study, a written request must be submitted to the City Council as a whole for review and consideration. **Unanticipated sub-issues of a concisely stated assignment do not require review.**

Summary of suggested changes:

1. Staff "normally" attends instead of "must" attend committee meetings.

This allows committees to meet directly with business leaders for candid input.

2. Meetings can take place in a "publicly available location" not just City Hall.

This allows for evening meetings for the convenience of the public.

3. Council Committees can spend a small amount of funds without asking the City Manager for permission.

Intended to mean $50 or less for purely public benefit.

4. Areas of study must be "concisely" not "precisely" stated.

This is what we do now at our annual retreat, and allows for unanticipated sub-issue discussion as per Attorney Brown's March 16, 2009 memo.

CITY OF
PORTAGE
A Place for Opportunities to Grow

MATERIALS TRANSMITTED

Tuesday, June 12, 2012

1. Communication from the City Manager regarding Angling Road Tree Removal – Information Only.

Maurice S. Evans, City Manager

cc: Brian J. Bowling, Deputy City Manager

7900 South Westnedge Avenue ▪ Portage, Michigan 49002 ▪ (269) 329-4400
www.portagemi.gov